

**2022-
2025**

COLLECTIVE BARGAINING AGREEMENT

**Between: East County Bargaining Council/Centennial Education
Association and Centennial School District**

Table of Contents

Preamble		6
Article 1	Recognition	7
Article 2	Grievance Procedure	9
Article 3	Management Rights	13
Article 4	Association/Council Rights	14
	4.1 Release Time	
	4.2 Use of Buildings	
	4.3 Use of Equipment	
	4.4 Bulletin Boards	
	4.5 Right to Speak at Meetings	
	4.6 Non-Interference	
	4.7 Right to Information	
	4.8 Use of School Mail Systems	
	4.9 Association/Council Letter of Representation	
	4.10 Employee Information	
	4.11 Orientation Programs	
	4.12 Association/Council Leave	
	4.13 Dues Authorization	
	4.14 Deductions	
	4.15 Employee Information	
	4.16 Indemnification	
Article 5	Employee Rights	19
	5.1 Representation	
	5.2 Employee Discipline	
	5.3 Personal Life	
	5.4 Criticism of Employees	
	5.5 Nondiscrimination	
	5.6 Association Activities	
	5.7 Personal Property	
	5.8 Electronic Surveillance	
	5.9 Use of Phones/Internet	
	5.10 Safe Working Conditions	
Article 6	Personnel Files	23
Article 7	Complaint Procedure	25
Article 8	Assignment, Vacancies & Transfers	27
	8.1 Assignments	
	8.2 Vacancies	

	8.3	Transfers	
Article 9		Employee Evaluation	31
	9.9	Program of Assistance	
Article 10		Reduction in Force	33
Article 11		Calendar and Work Day	37
	11.1	School Calendar	
	11.2	Employee Work Year (Holidays/Vacations/Grading/Conf./Inservice)	
	11.3	Extended Duties	
	11.4	Additional Work Day	
	11.5	Inclement Weather	
	11.6	Work Day	
	11.7	Preparation Time	
Article 12		Workload	44
Article 13		Instruction	46
	13.1	Academic Freedom	
	13.2	Grading of Students	
	13.3	Site Based Decision Making	
	13.4	Classroom Disciplinary Procedure	
Article 14		Professional Development	51
	14.1	Inservice Workshops, Conferences, Programs	
	14.2	Tuition Reimbursement	
	14.3	District Staff Development	
	14.4	Continuing Professional Development	
	14.5	National Board Certification	
	14.6	Mentor Teacher Program	
	14.7	Professional Leave	
Article 15		Every Student Succeeds Act	55
Article 16		Compensation	56
	16.1	Salary Schedule and Index	
	16.2	Step Placement and Advancement	
	16.3	Column Placement and Advancement	
	16.4	Salary Checks	
	16.5	Payroll Deductions	
	16.6	PERS/OPSRP	
	16.7	Student Teachers	
	16.8	Travel Allowance	
	16.9	Early Retirement	
Article 17		Insurance	63
Article 18		Extra Duty	65

Article 19	Paid Leaves of Absence	67
	19.1 Approval Requirements	
	19.2 Sick Leave	
	19.3 Emergency/Personal Leave	
	19.4 Employee's Sick Leave Donation Bank	
	19.5 Emergency Leave for Bereavement	
	19.6 Legal Leave	
	19.7 Military Duty Leave	
Article 20	Unpaid Leaves of Absence	70
	20.1 General Unpaid Leaves	
	20.2 Career Development Leaves	
	20.3 Health or Unavoidable Circumstances Unpaid Leave	
	20.4 Military Duty Unpaid Leave	
	20.5 Family Leave	
	20.6 Good Cause Leave	
	20.7 Domestic Violence/Sexual Assault/Stalking Leave	
Article 21	General Provisions	74
	21.1 Negotiations Procedure	
	21.2 Strikes and Lockouts	
	21.3 Separability	
	21.4 Compliance Between Individual Contract and Master Agreement	
Article 22	Duration of Agreement	75
Appendix A	Salary Schedules	76
	A-1 2022-2023 Salary Schedule	
	A-2 2023-2024 Salary Schedule	
	A-3 2024-2025 Salary Schedule	
Appendix B	Salary Schedule Index	79
Appendix C	Extra Duty Schedule	80
Appendix D	Job Sharing Policy and Agreement Form	85
Appendix E	Memorandums of Understanding	89

PREAMBLE
CONTRACT BETWEEN
THE EAST COUNTY BARGAINING COUNCIL
and
CENTENNIAL SCHOOL DISTRICT NO. 28
2022-2025

This Agreement is entered into between the Board of Education on behalf of Centennial School District No. 28, herein referred to as the "Board" or "District," and the East County Bargaining Council, herein referred to as the "Council." The Centennial Education Association is herein referred to as the "Association." All professional personnel of the bargaining unit are herein referred to as "employees."

The purpose of this Agreement and the intent of the parties hereto is to set forth the full agreement between the parties concerning salaries, related economic benefits and conditions of employment for the period of time defined herein.

ARTICLE 1

RECOGNITION

1.1 Bargaining Representation

The Board recognizes the East County Bargaining Council as the exclusive collective bargaining representative with respect to economic benefits and other conditions of employment to the extent required by Oregon Law, Chapter ORS 243.650 to 243.782, for the term hereof for all employees in the bargaining unit defined as follows:

- 1.1.1 Full-time or part-time employees employed by the District, who are required, as a condition of employment, to possess an academic certificate, license, degree, or the equivalent, issued by TSPC, the State of Oregon, an institution of higher education, or a professional society, or anyone who performs the functions reserved (under OAR 584-036-0011) for employees who hold such professional or academic credential.
 - 1.1.2 Employees who retire during the school year and are hired to complete the year on a temporary contract shall be employees of the unit for the term of that temporary contract. They will receive and are eligible to use one paid sick leave day per month worked on the extended contract. They are not entitled to insurance benefits, other paid leaves, or tuition reimbursement and will not have deductions/contributions made toward PERS/OPSRP. They are not covered by Articles 8 and 10. Except in cases where employees on RIF are eligible and qualified to fill mid-year positions, the District will give employees who want to retire during the school year an opportunity to apply to complete the year on a temporary contract. Upon request to complete the year, the District will have twenty (20) working days to approve or reject the employee's request. Employees may withdraw their letter of intent within ten (10) working days of notification of the District's decision.
 - 1.1.3 Retirees hired for subsequent school year(s) after the year of their retirement are employees. They are eligible for one paid sick leave day per month. They are not entitled to insurance benefits, other paid leaves and tuition reimbursement and will not have deductions/contributions made toward PERS. The District may stipulate the term of employment for retirees except that in no case shall re-employment extend beyond the limit that allows the retiree to remain eligible for PERS benefits.
 - 1.1.4 Rehired retirees may defer any contractual early retirement benefits for which they are eligible until the end of the work contract, or, at their option, they may elect to take their early retirement benefits at the time of their retirement.
- 1.2 Part-time employees shall receive the full rights and privileges of this Agreement except that their benefits on economic items (salary, insurance, tuition, paid leaves) shall be in proportion to the amount of time they are employed. If step (experience) credit on the salary schedule is provided for all employees, employees who work less than 0.5 FTE shall receive one (1) step for each two (2) years of experience.
- 1.3 The Board agrees not to negotiate with or recognize any other employees' organization other than the Council for the duration of this Agreement.

- 1.4 For this contract, the following definitions apply unless otherwise indicated:
- 1.4.1 Employee: All unit employees represented by the Bargaining Council in the bargaining unit as defined in Section 1.1 above.
 - 1.4.2 Member: Dues paying individual.
 - 1.4.3 Probationary: An employee who has not completed the probationary period. An employee is probationary for their first three years of employment.
 - 1.4.4 Substitute: Anyone employed to take the place of a regular employee who is temporarily absent for less than ninety (90) consecutive workdays in the same school year.
 - 1.4.5 Temporary:
 - 1.4.5.1 Anyone employed to take the place of a regular employee who is temporarily absent and whose employment extends ninety (90) workdays or more. Such an employee shall be included in the unit starting with the ninetieth (90th) workday or as soon as the District becomes aware that their employment will extend ninety (90) workdays or more, whichever comes earlier.
 - 1.4.5.2 Anyone contracted on a temporary basis for ninety (90) workdays or more. Such an employee shall be included in the unit from the beginning of their employment.
 - 1.4.5.3 Vacancies identified after August 15 may be posted as temporary. Such an employee shall be included in the bargaining unit from the beginning of their employment.
 - 1.4.5.4 The Human Resources office will notify the OEA office with a copy of the notification to the CEA President when a temporary employee exceeds 90 days of employment.

ARTICLE 2

GRIEVANCE PROCEDURES

- 2.1 A determined effort shall be made to settle grievances at the lowest possible level in the established procedure. There shall be no suspension of services or interference with the operation of the school system during the time which is necessary to get a resolution of the problem causing the grievance. Meetings of discussions involving grievances shall not interfere with employee duties or classroom instruction. Both parties agree that the grievance proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 2.2 For the purpose of this Agreement, certain terms or conditions need to be defined:
- 2.2.1 Grievant: An employee or employees of the bargaining unit or Association who initiates complaints.
- 2.2.2 Grievance: The difference of opinion by an employee, a group of employees or the Association regarding the meaning, interpretation or application of this Agreement.
- 2.2.3 Right to Representation: The grievant may be represented or accompanied by a witness at all stages of the grievance procedure. This representative or witness may be a member of the Association or other individual chosen by the grievant. If the grievant chooses an individual not employed by the District or a member of the Association, the grievant will provide reasonable notice to the Association and the District of who will be accompanying them. The Association shall have the right to be present and to state its view at all stages of the grievance procedure beyond the informal level. The Association shall have the right to receive copies of all grievance correspondence and documents. The grievant shall have the right to receive all readily available necessary documents. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file.
- 2.2.4 Written Grievance: A written grievance shall include the facts upon which the grievance is based and the contract article(s) allegedly violated, the issues involved and the relief sought.
- 2.3 Grievances will be processed in the following manner and within the stated time limits. The time limits stated herein shall be interpreted to mean “workdays.”
- 2.3.1 The time limits established in this procedure may be reduced by mutual agreement.
- 2.3.2 The time limits specified may, however, be extended by mutual written agreement.
- 2.3.3 If a grievance is filed after June 1, time limits shall be counted in calendar days until the end of the school year. During the summer, time limits shall be counted in District workdays, when the District office is open for business.
- 2.3.4 For employees who meet the definition of “teacher” under the provisions of ORS 342.815(9) and pursuant to ORS 342.895(5), no moratorium shall be placed on grievance timelines while an employee is on a program of assistance, except that while an employee is on a program of assistance:

2.3.4.1 No grievance or other claim of violation of applicable evaluation procedures, or fundamental unfairness in a program of assistance for improvement shall be filed. Grievances based on other portions of the contract may be filed.

2.3.4.2 This moratorium shall end when the plan of assistance is completed. The employee/Council will, then, have twenty (20) workdays to file/continue grievances that were subject to that moratorium.

2.4 Informal Level

The grievant shall promptly attempt to resolve the potential grievance informally with their principal or immediate supervisor. The grievant shall request a meeting with the principal or immediate supervisor in writing, including in the request a statement that the purpose of the meeting is to resolve the grievance at the informal level. If the principal or immediate supervisor does not have the authority to resolve the problem, they shall immediately notify the grievant of that fact and direct the grievant to the supervisor who has authority to resolve the problem. If the grievant has been directed by their supervisor to another administrator with authority to resolve the problem, the grievant will proceed to Level One with the supervisor to whom they have been referred.

2.5 Level One

If the potential grievance is not resolved informally, it shall be reduced to writing by the grievant who shall submit it to the appropriate supervisor as determined in 2.4 above. If the grievant does not submit the grievance in writing to the appropriate supervisor as determined in 2.4 above within twenty (20) workdays after the facts upon which the grievance is based first occur or first become known to the grievant, the grievance shall be deemed waived.

2.5.1 The supervisor to whom the written grievance was directed shall reply in writing to the grievant within five (5) workdays after receipt of the written grievance.

2.6 Level Two

If the grievant is not satisfied with disposition of their grievance at Level One, or if no decision has been rendered within five (5) days after the presentation of the written grievance, they may file the grievance with the superintendent five (5) workdays after the decision at Level One or ten (10) days after the written grievance was presented to the supervisor as determined in 2.4 above. If the grievant does not submit their written grievance to the superintendent within these specified time limits, the grievance shall be deemed waived.

2.6.1 The superintendent or their designated representative shall thoroughly review the grievance, arrange for necessary discussion and provide a written answer no later than ten (10) workdays after receipt of the grievance.

2.7 Level Three Arbitration

2.7.1 If the employee is not satisfied with the decision at Level Two, they may submit their grievance to the Council within five (5) workdays, and the Council shall determine if the Council will support the grievance through arbitration.

- 2.7.2 Grievances that are arbitral as hereafter provided, and not settled at Level Two, may be appealed to arbitration by delivering written notice of a request for arbitration to the superintendent within fifteen (15) workdays of receipt of the decision of Level Two.
- 2.7.3 When a request has been made for arbitration, the parties or their designated representatives shall attempt to select an impartial arbitrator. Failing to do so, the Association shall, within ten (10) workdays of the appeal, request that the Employment Relations Board submit a list of seven (7) arbitrators. As soon as the list has been received, the parties or their designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the seventh (7) remaining name shall be the arbitrator. After the selection of the arbitrator has been made, American Arbitration Association rules shall apply, unless allowed otherwise in this agreement.
- 2.7.4 The arbitrator shall schedule a hearing on the grievance and, after hearing such evidence as the parties' desire to present, shall render a written decision to the employee, the Council and the District. The arbitrator may not add to, subtract from or amend the terms of this Agreement. A decision of the arbitrator shall be binding on the parties.
- 2.7.5 The costs for the services of the arbitrator, including per diem expenses, if any, and actual necessary travel, subsistence expenses and cost of the hearing room shall be borne equally by the District and the grievant. Any other expenses incurred shall be paid by the party incurring those expenses.

2.8 No Reprisals

There shall be no reprisals against any employee utilizing the grievance procedures, or to a party of interest thereto, by the Board or any employee of the School District.

2.9 Cooperation

The District shall promptly furnish information or documents requested by the Association in order to process the grievance in accordance with the PECBA.

2.10 Association Grievance

2.10.1 If a grievance affects employees in more than one building, the Association may submit such grievance in writing to the superintendent/designee directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even if the grievant does not wish to do so.

2.10.2 If a grievance arising from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the grievant will submit such grievance in writing to the superintendent/designee and the Association directly and the processing of such grievance will be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even if the grievant does not wish to do so.

2.11 Separate Grievance Files

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file.

2.12 Any resolution between a grievant and the District that deviates from the contract is not final unless the Council President/designee and superintendent/designee sign off.

ARTICLE 3

MANAGEMENT RIGHTS

- 3.1 The District, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights and authority, duties and responsibilities conferred upon and invested in it by the laws and the Constitution of the State of Oregon. Such powers, rights, authority, duties and responsibilities shall include but are not limited to:
 - 3.1.1 The executive management and administrative control of the school system and its properties and facilities.
 - 3.1.2 The hiring of all employees and, subject to the provision of law and this Agreement, to determine their qualifications and the conditions of their continued employment or their dismissal or demotion and promotion and transferring all such employees.
- 3.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices shall be limited only by the specific terms of this Agreement and then only to the extent that such specific terms are in conformance with the Constitution and laws of the State of Oregon.
- 3.3 If any provision of Article 3 conflicts with any other provision of a contract article, the other article shall control.

ARTICLE 4

ASSOCIATION/COUNCIL RIGHTS

4.1 Released Time for Meetings

Whenever any employee is requested or required by the District to participate during working hours in conferences or meetings they shall suffer no loss in pay.

4.2 Use of School Buildings

4.2.1 The Association/Council and its representatives shall have the right of access to school buildings for purposes of Association/Council activities related to Centennial District subject to the following conditions:

4.2.1.1 Buildings may not be used during the summer when school is not in session without approval of the superintendent or their designee.

4.2.1.2 There must not be any interference with regular school programs.

4.2.1.3 The Association/Council must notify and receive approval in advance from the principal prior to usage.

4.2.1.4 The Association/Council will be bound by Board Policy regarding any facility within a building that has specific public usage restrictions or requires Board approval prior to use.

4.3 Use of School Equipment

Any Association member conducting Association business shall have the right to use equipment in the school buildings at reasonable times when such equipment is not otherwise in use. The principal will approve the use of school-owned equipment. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use and for repairs necessitated as the result of Association neglect or misuse.

4.4 Bulletin Board

4.4.1 The Association/Council shall have in each school building, the use of a bulletin board in each faculty lounge.

4.4.2 The Association/Council may have the use of a second bulletin board provided they purchase it and it is removable without major wall damage. The principal may approve the location and size of the second board.

4.5 Right to Speak at Meetings

Upon request, an Association/Council representative shall be allowed to speak at the conclusion of any faculty or other professional meeting, subject to notification of the person in charge of the meeting. If the faculty or professional meeting prevents an Association meeting, the Association

shall be allowed to hold its meeting ten (10) minutes prior to the end of the teacher workday and make such an announcement of it at the end of the faculty meeting. Attendance at such a presentation shall be voluntary, and shall not be considered a reduction in planning time.

4.6 Non-Interference

In accordance with the PECBA, the District shall not interfere with Association/Council representatives in the exercise of their rights and responsibilities under the law as agents of the exclusive bargaining representative.

4.7 Right to Information

4.7.1 Upon request, the Board agrees to furnish to the Association/Council all information necessary for its functioning as exclusive bargaining representative pursuant to the terms of the PECBA.

4.7.2 Upon request, the Board will provide the Association/Council with any documents and/or data as required by law.

4.7.3 The Association/Council will be provided with the names and addresses of all new employees and all retiring employees as soon as such information is available. Changes of address, marital/domestic partner status, etc., normally reported to the District to assure accurate records, will be forwarded to the Association/Council each month.

4.8 Use of School Mail Systems

4.8.1 The Association/Council will have the use of school mailboxes and the interschool mail/internet system, as long as it is in effect district-wide and as long as all such mail or material is identified as Association/Council business.

4.8.1.1 Such Association/Council mail or material shall remain confidential and shall not be monitored and/or reviewed by the District, its representatives or its contracted service providers.

4.8.1.2 If the parties fail to reach a successor Agreement prior to the expiration date of this current Agreement, the Association's/Council's right to use the District intranet system shall continue unless and until the parties enter into the "30-day cooling off period" of bargaining.

4.8.1.3 The Association shall refrain from using the District mail and/or intranet system for political purposes except as allowed by law.

4.9 Association/Council Letter of Representation

The Association/Council will have the right to prepare and provide a letter informing all newly hired employees that the Council is recognized as the exclusive negotiating representative for all employees identified in the Agreement. The letter will be provided by the Association/Council to the District by June 1 to be transmitted to the new employees personally, when the employees pick up material from the Office of Human Resources, or by mail. Delivery shall be completed prior to the first day students officially return to the school in the fall.

4.10 Employee Information

By October 10, of each year, the District shall provide to the Association an electronic database of each employee in the bargaining unit (both active and non-members) that includes first date of service, FTE, classification or title, PERs classification, employee ID number (as currently provided), worksite, position on the salary schedule, and mailing address. Whenever a new employee is hired into the bargaining unit, the District shall provide the above information within ten (10) days of formal Board action to hire. The District shall supply the Association with an updated copy of this list halfway through the school year. In addition, a seniority list including licensure and endorsements shall be provided by December 1 (with recognition that licensure and endorsement status changes frequently as licenses are renewed by individual teachers).

4.11 Orientation Programs

The Association shall be provided the opportunity for input in District level employee orientation programs.

4.12 Association/Council Leave

4.12.1 The Board shall provide seventy-five (75) days of release time for the Association President or their designee to perform their functions as Association/Council representatives for the purpose of negotiations, grievances and contract maintenance. The Association/Council shall reimburse the District for all costs of substitute salary, fixed charges, etc. The days are non-accumulative and must be used or lost during the year granted. Use will be limited to a maximum of four (4) days in any one month per member. The principal or supervisor shall be notified one (1) week prior to the release day except for emergencies.

4.12.2 In addition, the District shall approve, upon request, half-year or full-year leaves of absence for a member elected or appointed to serve in an OEA state position if a suitable temporary replacement can be obtained. OEA shall reimburse the District for all costs of temporary salary, fixed charges, etc.

4.13 Dues Authorization

4.13.1 By October 10 and then for any employee who becomes a member of the Association after the start of the school year, the Association shall notify the District of bargaining unit members who have elected to have dues deducted from their paychecks and shall identify the dues to be deducted from each. The District will enact dues deduction during the pay period following notification.

4.13.2 The Association shall provide a formal letter from the OEA Membership Department that confirms that OEA possesses sufficient documentation of dues deduction authorization for those members. Upon request by the District, the Association shall make available to the District for its review documented proof of dues deduction authorization for members.

4.13.3 Members who wish to withdraw authorization for dues deduction must notify the

Association in writing. The Association shall notify the District when an employee should no longer have dues deducted. The District shall cease dues deductions in accordance with OEA policies and procedures regarding membership dues withdrawal.

4.14 Deductions

- 4.14.1 Upon written notification from the OEA authorizing the District to make a payroll deduction for Association membership dues, the District will deduct one-tenth (1/10) of CEA-ECBC-OEA-NEA dues from the regular salary check of the employee each month for ten (10) months, beginning in November and ending in August each year. Within ten (10) business days after each pay period, the District shall remit to the Oregon Education Association, in a single payment, the combined OEA/NEA dues, including voluntary association contributions, deducted for the month.
- 4.14.2 For the months of September and October, the District will remit one-half (1/2) of CEA annual dues each month to the local Association and send all remaining money to OEA-NEA. For the months of November through August, the District will send all money obtained through appropriate dues deductions to the OEA-NEA.
- 4.14.3 Deductions for members who join the Association after the start of the school year will be appropriately prorated so that payments will be completed by the following August.
- 4.14.4 The Association/Council agrees to hold the District harmless against any and all claims, suit orders or judgment brought against the District as a result of this Section.

4.15 Employee Information

- 4.15.1 Each month, the District shall provide the OEA Membership Specialist the following information for each employee in the bargaining unit (both active members and non-members). Information shall include the employee ID number (as currently provided), FTE, classification or title, worksite and any NEA/OEA/CEA dues paid, including voluntary Association contributions. This information shall be provided in the current electronic manner as is currently being provided by the District.
- 4.15.2 Whenever a new employee is hired into the bargaining unit, the District shall provide the above information within thirty (30) days of hire.
- 4.15.3 The District shall notify the OEA Membership Specialist monthly whenever an employee in the bargaining unit is placed on an unpaid leave of absence for more than thirty (30) days, retires, is laid off, resigns, or changes their name.

4.16 Indemnification

The Association agrees to indemnify, defend, and hold the District harmless from employee or former-employee claims, orders, or judgments against the District concerning the dues deductions procedures outlined in this agreement. The Association's obligations are contingent upon the District: 1) giving the Association at least two-week's notice, in writing, of any claim; 2) and

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

ARTICLE 5

EMPLOYEE RIGHTS

5.1 Representation

- 5.1.1 Upon request, an employee may have a representative of the Association present to advise and represent them during any meeting where an employee is required to appear before any administrator, superintendent or Board member concerning the employee's dismissal, non-renewal, suspension with or without pay, or a written reprimand, or in any such meeting which the employee reasonably believes may lead to disciplinary action.
- 5.1.2 Evaluation conferences are excluded from the application of 5.1.1.
- 5.1.3 In the case of programs of assistance, a draft of the program of assistance will be initially reviewed and discussed and will not be finalized and an employee's signature on the program required until at least five (5) working days after the initial presentation of the program. The employee may bring a representative of their choice to the meeting to finalize the program of assistance as long as the representative confines their role to (a) inquiring about the subject matter of the meeting to follow; (b) during the discussion between the employee and the administrator, the representative may participate only to the extent of seeking clarification of portions of the program; (c) before the end of the meeting, the representative may suggest to the administrator other assistance to be provided and may describe mitigating circumstances or problems.
- 5.1.4 When a request for representation is made under 5.1.1, the meeting shall be delayed no longer than two work days in order for the employee to obtain representation, unless a longer delay is agreed to by the District and the Council.
- 5.1.5 The Superintendent or designee may place an employee on paid administrative leave if the superintendent or designee determines it is in the best interest of the District.

5.2 Employee Discipline

- 5.2.1 No employee shall be disciplined, reprimanded or reduced in rank or basic salary without just cause. All information forming the basis for disciplinary action will be made available to the employee and the Association / Council at the employee's request. Any violation of this provision may be used as a basis for a grievance; however, this Article does not apply to the dismissal of permanent or probationary employees or the non-renewal of probationary employees' contracts (such matters are excluded because they are governed by the Fair Dismissal Law) nor does it apply to assignment to or retention in Extended Duty assignments. However, the District will not remove an employee from an extra duty assignment during the term of the assignment without providing a rationale.
- 5.2.2 No employee in the bargaining unit shall be dismissed or removed from employment without due process. Due process for the purpose of this section is defined as:

- 5.2.2.1 Upon a written request, the employee will be given the reasons and given the information forming the basis for such action in writing prior to any final action.
- 5.2.2.2 The employee will have an opportunity to respond to the charge.
- 5.2.2.3 The employee will have an opportunity to discuss the matter with their supervisor.
- 5.2.2.4 Upon request, the employee shall be allowed a hearing with the Board as required by the Fair Dismissal Law.

5.3 Personal Life

The personal life and/or conduct of an employee is an appropriate concern for attention by the Board only if it affects the performance of their contractual duties.

5.4 Criticism of Employees

Any negative question or criticism of an employee and/or their instructional methodology by a supervisor or other administrator, shall be made in private, not in the presence of or to students, parents, members of the community, or employees (exclusive of the Association representation).

5.5 Nondiscrimination

The Council and the District affirm their adherence to the principles of free choice and agree that they shall not discriminate against any employee because of age, race, color, religion, creed, gender, sexual orientation, politics, national origin, handicap, membership or non-membership in the Council.

5.6 Association Activities

Employees shall have the right to join, assist, and participate in the Association/Council and its legal activities. The District will advise all new employees at the time of their employment that the Council is their exclusive bargaining representative. There shall be no reprisal against any employee for participation in Association activities.

5.7 Personal Property

- 5.7.1 The District will provide and employees will use locked storage to store valuable personal property when not in use. Such storage shall be reasonably accessible to each employee's workstation.
- 5.7.2 Employees must obtain written District permission to bring personal property onto work sites except those items that are routinely necessary to complete their work assignment.

5.8 Electronic Surveillance

- 5.8.1 The primary purpose of electronic surveillance is to ensure the safety of employees, students and visitors to District property, and to safeguard District facilities and

equipment.

5.8.2 Video cameras and other electronic surveillance equipment may be used in areas as deemed appropriate by the superintendent in order to provide safe and secure learning environments for students and employees.

5.8.3 Only the superintendent or the superintendent's designee may determine the additional installation of electronic surveillance beyond that which exists at the time of this contract ratification. Such additional installation will be to provide a safe and secure learning environment.

5.8.4 Only the superintendent or the superintendent's designee(s) may view/listen to surveillance material and information. In the case of a disciplinary action, the employee and their representative shall be provided a copy of any surveillance material used as evidence.

5.9 Use of Phones and Internet Systems

5.9.1 The primary purpose of schools' phones and internet systems is to enhance the communication among school employees, students, parents, and the community-at-large, and to access outside resources to enhance the instructional program.

5.9.2 Employees shall be allowed use of phone and internet systems for personal business during non-instructional time including breaks, prep periods, and before and after the student contact time so long as such use does not violate District acceptable use policies/procedures and so long as such use is not for the purpose of conducting one's own personal business for financial gain. Except in the case of an emergency, personal long-distance calls must be made with the employee's personal calling card or personal phone.

5.9.3 A copy of the District's Acceptable Use Policy/Procedures shall be included in the District's employee handbook and shall be reviewed annually for employees.

5.10 Safe Working Conditions

5.10.1 The District shall strive to maintain a safe and healthful working environment for employees in accordance with state and federal environmental rules and regulations.

5.10.2 Employees shall be informed of situations in which employees may have been or may be exposed to potentially contagious diseases, illnesses or environmental hazards, when notified by the local department of health or other government agency.

5.10.3 In the event that a work site is found in violation of state/federal environmental standards, corrective action shall be initiated in accordance with state and federal requirements.

5.10.4 A Safety Committee (ORS 654.176) shall exist at every building site with Association designated employees on the committee, in addition to complying with OAR 437-004-0250. The committee shall meet at least monthly to address environmental/safety

problems or solutions.

- 5.10.5 Each school building shall utilize the designated District system to disseminate information to employees assigned to work with or supervise students who (a) have a behavior plan as part of an IDEA or 504 plan, or (b) are the subject of a report made to the school by the County Juvenile Department, in accordance with ORS 419.015(3)(b), as soon as the District is made aware of such situations. The Building Rep and CEA President can request access to reports as needed. The Building Rep and CEA President will be provided with a copy of each building's system by October 15.
- 5.10.6 No reprisals or discrimination shall be made to any employee who makes disclosures of an unsafe or unhealthy working environment, in accordance with ORS 654.062(5), OAR 839-004-0004 and OAR 839-004-0221.
- 5.10.7 The District shall provide information and assistance about disability and workers compensation claims, upon request of employees.

5.11 Technology and Equipment

- 5.11.1 The Executive Supervisor of Instructional Technology & Assessment will meet with all Computer Resource Teachers (CRTs) at least four (4) times a year to receive feedback on all computer issues in buildings and to discuss possible changes and solutions to these problems. The CRTs will provide feedback to staff in their buildings and be the conduit for problem solving and professional development with the Technology Department.
- 5.11.2 The Association shall be provided an opportunity to have input prior to any significant changes or additions to technology systems and/or policies relating to (a) employee use of technology, email, and/or the internet, or (b) employee supervision of student use of computers, email, and/or the internet.
- 5.11.3 The District will assume the risk for technology equipment used by any employee assigned to more than one building when damage or loss of said equipment occurs off District property and reasonable security precautions have been taken (e.g. the technology equipment is in a locked vehicle, under a seat, in a trunk or locked compartment, as examples).
- 5.11.4 The District will assume the risk for technology equipment used by any employee when damage or loss of said equipment occurs off District property and reasonable security precautions have been taken (e.g. the technology equipment is in a locked vehicle, under a seat, in a trunk or locked compartment, as examples). The District assumes the cost above the diminished value if the employee used reasonable precautions.
- 5.11.5 The Association and District will collaborate on the development of an implementation plan for new classroom related technology. The plan will require professional development for all staff during non-student contact time.

ARTICLE 6

PERSONNEL FILES

6.1 File Maintenance

Employee personnel files will be maintained in accordance with ORS 342.850. Except as provided below, the file shall contain all material relevant to an employee's employment and shall be the sole depository for all such material. The file shall be housed in a location known to the employee.

6.1.1 An employee's immediate supervisor may maintain a building or working file. The contents of this file shall be available to the immediate supervisor, the supervisor's designee(s), and, upon request, the employee, and the employee's designee(s).

6.1.2 The District representative will store all material related to the investigation of an employee in a file separate from the employee's personnel file. If the investigation does not result in disciplinary action against the employee, no investigatory records shall be placed in the employee's personnel file. The investigatory file shall only be accessible to the employee or their designee, to the superintendent and their designee, to the appropriate licensing agency, or upon lawful subpoena.

6.2 Confidentiality

6.2.1 Personnel files are confidential and shall only be open for inspection (in accordance with ORS 342.85) by the employee, persons designated by the employee, and persons designated by the Board.

6.2.2 Building/working files and investigatory files regarding allegations of misconduct are considered personnel files for purposes of the confidentiality provisions of this Agreement.

6.3 Employees have the right to review and receive copies of any materials that are made part of any file. Such copies will be provided within five (5) business days of the request.

6.4 A copy of any material, other than material confidential under law, will be given to the employee prior to its placement in the employee's personnel file. This initial copy will be provided at no cost to the employee. The employee will also sign the copy of the material to be placed in the personnel file. The employee's signature shall indicate that they have read the material, but do not necessarily agree with the contents. If an employee refuses to sign the document, the document shall be placed in the personnel file with a notation indicating the employee's refusal.

6.5 All information forming the basis for discipline shall be made available to the employee and the Council within ten (10) work days of the employee/Council's request. No additional information may be presented by the District as evidence in subsequent discipline/appeal proceedings except as rebuttal to evidence/testimony presented by the Council.

6.6 The employee will also have the right to submit at any time a written statement relating to any of these matters and such statement shall be placed in the personnel file.

- 6.7 At least once during the year employees will have the right to indicate those documents in their file that they believe to be obsolete or otherwise inappropriate for retention. Said documents will be reviewed by an appropriate employee of the administration and a decision made within twenty (20) working days. Evaluation and disciplinary materials may not be removed.

ARTICLE 7

COMPLAINT PROCEDURE

- 7.1 A complaint shall be defined as any negative remark or criticism regarding an employee which is made to any member of the administration or to the Board by a parent, student, or other person, which may be used in the evaluation of an employee or may be placed in the employee's personnel file or may be used as the basis for disciplinary action.

If a complaint is made that, by law or statute, requires the District to report the incident/claim to an outside Federal/State agency and/or could lead to criminal charges against the employee, the complaint procedure shall be suspended pending the outcome of any investigation by the outside agency.

- 7.2 Informal Level (Optional)

7.2.1 Within five (5) work days of receiving a complaint, the administrator may choose to meet and discuss the complaint informally with the employee. Prior to this meeting, the employee shall be informed of the name of the complainant and the general nature of the complaint. The principal/supervisor and employee shall mutually determine when a discussion of the complaint will be held. The employee may request representation, and the discussion shall be delayed until representation is available.

7.2.2 The employee may exercise the option to delay their response to the complaint until they receive the complaint in writing at the formal level.

- 7.3 Formal Level

7.3.1 If the District intends to use a complaint in the employee's evaluation or to place the complaint in the employee's personnel file, or to use the complaint as a basis for discipline against the employee, the complaint shall be reduced to writing and the administrator shall conduct a formal meeting to review the complaint with the employee. The meeting shall be held within ten (10) days of when the administrator received the initial complaint except by mutual agreement between the administrator and the employee .

7.3.2 Two working days prior to the formal meeting, the employee shall be given a copy of the written complaint and shall be informed of their right to representation.

7.3.3 The written complaint shall be signed by the complainant or the administrator and shall include all available information, including the name of the person who initiated the complaint, the nature of the complaint, and the remedy requested, if any, or the matter will be closed.

7.3.4 The employee may request a meeting with the complainant to hear the complaint directly; the complainant may decline the meeting.

- 7.4 General Provisions

7.4.1 No employee who is a recipient of a complaint shall engage in any form of reprisals

against the complainant. The employee must respect all confidentiality relative to such complaints and the complainant.

- 7.4.2 The employee shall have the right to representation of their choice.
- 7.4.3 Any complaint that the administrator chooses not to discuss with the employee shall not be placed in the employee's personnel file, shall not be considered in the employee's evaluation and shall not be used against the employee in any subsequent action by the District.
- 7.4.4 Only complaints that are determined to be valid will be placed in the employee's personnel file, used in the employee's evaluation, or used as a basis for discipline.
- 7.4.5 If the complaint is placed in the employee's personnel file, it shall include at least the following information: name of the employee against whom the complaint is made, the date and the nature of the complaint, and the name(s) of the complainant(s). The employee shall be supplied with a copy of the complaint. The employee shall have the right to attach a written response to the complaint.

ARTICLE 8

ASSIGNMENT, VACANCIES & TRANSFERS

8.1 Assignments

8.1.1 New Employees

The superintendent will give notice of assignments to new employees when they are hired.

8.1.2 Notification of Returning Employees

All returning secondary employees will be given written notice of their course assignment five (5) workdays before the end of the work year. Elementary employees will be notified by June 1.

8.1.3 Changes in Assignment

In the event changes in such assignments are made after notification, employees affected will be notified as soon as known by the supervisor and be provided copies of policies and all relevant District-adopted grade/course curriculum materials. Any employee subject to an involuntary change at any time from room, building, department, and/or grade level (grade K – 6) will be granted one (1) 8-hour day at the rate of twenty-five (\$25) per hour to complete the transfer if the notice of transfer occurs before August 15.

8.1.4 Changes in Assignment on or after August 15

In the event of change in such assignment on or after August 15:

8.1.4.1 If changing from room to room or building to building, the employee shall have two (2) days without other responsibilities to prepare for the assignment.

8.1.4.2 If changing from grade to grade at grades K-6, the employee shall have two (2) days without other responsibilities to prepare for the new assignment.

8.1.4.3 If changing from department to department at grades 7-12, the employee shall have two (2) days without other responsibilities to prepare for the new assignment(s). If the change is the majority (prorated based on FTE) of the courses, the employee will have a release time of two (2) days. If the change is less than a majority of the assignment, the employee will have release time during the affected period(s) for two (2) days.

8.1.4.4 In making any of the changes described above, the employee may opt to receive compensation in lieu of days without other responsibilities or a combination thereof. Compensation shall be at the rate of \$25/hour. Days without responsibilities shall be mutually agreed upon with the

supervisor/building principal.

- 8.1.4.5 If an employee is given a course change(s), the employee will be given one (1) day without other responsibilities to prepare, or compensation in lieu of the day without other responsibilities, or a combination thereof.

8.1.5 Job Sharing

The District will consider requests by employees to job share on the basis of district wide criteria. If approved, the job share will be subject to Board Policy GCEC. The District shall notify the council two (2) weeks prior to the initial reading of any change in the policy to be proposed to the Board. (See attached policy – Appendix D).

8.2 Vacancies

8.2.1 Vacancy Defined

A vacancy shall mean a new or existing bargaining unit position that is unfilled.

- 8.2.1.1 Unfilled position(s) used to place employee(s) being involuntarily transferred, or returned from leave or layoff, shall not be considered as vacancies.

- 8.2.1.2 Unfilled positions that are absorbed by adjustment of staff within or between buildings shall not be considered as vacancies.

8.2.2 Posting

Vacant bargaining units and administrative positions will be posted on the District website. During the school year, electronic copies of job postings will be sent to all employees. Vacancies that are to be filled by staff adjustment from within the building/district will not be posted nor will copies be sent to faculty representatives. Preferred skills, training, experience and methodology to be considered may be identified on the vacancy announcement.

8.2.3 Summer Vacancies

Vacancies occurring during the normal summer months will be posted on the District's website.

8.3 Transfers

8.3.1 Transfer Defined

A transfer shall be defined as the movement of an employee from one building in the school district to another building in the school district, grade level to grade level K-8, or 50% or more of a change to a different department for grades 6-8 and specialists.

8.3.1.1 Voluntary Transfer

A voluntary transfer is one that is initiated, requested, and/or agreed upon by an individual employee.

8.3.1.2 Involuntary Transfer - An involuntary transfer is one that is initiated by the district but excludes the following:

8.3.1.2.1 Building specific programming (i.e., looping);

8.3.1.2.2 Reduction in Force (RIF - Article 10)

8.3.1.2.3 Elective courses offered based on forecasting

8.3.1.2.4 Involuntary Process

8.3.1.2.4.1 If there is a need for a transfer, the principal or supervisor will first ask for volunteers.

8.3.1.2.4.2 The principal or supervisor will determine whether the move is voluntary or involuntary and it will be noted in the employee's notification/ assignment letter.

8.3.1.2.4.3 The District retains the right to make any final placements.

8.3.2 Application for Transfer

Employees who desire to transfer to another building for the next school year shall file a written statement of such desire, including their preferred grade-level(s) or subject assignment, with the Human Resources Office by March 1 and shall include a summer address. Requests for transfer must be renewed annually.

8.3.3 Voluntary Transfers

When making transfers, the District will consider but not be limited to, the following criteria:

8.3.3.1 Certification and instructional requirements.

8.3.3.2 Legal requirements.

8.3.3.3 Educational attainments.

8.3.3.4 Teaching experience.

8.3.3.5 Service to District - seniority.

8.3.3.6 Personal qualifications as determined during an interview or based on the

hiring administrator's personal experience working with the applicant.

8.3.4 Involuntary Transfers

- 8.3.4.1 The Association president shall be notified of all involuntary transfers, along with a written statement of reasons for such transfers, within ten (10) working days of such decisions.
- 8.3.4.2 Notice of a pending involuntary transfer will be given to the employee as soon as practicable.
- 8.3.4.3 When an employee is a final candidate for an involuntary transfer, they will have the opportunity to make known to the appropriate administrators their wishes regarding possible options.
- 8.3.4.4 An employee receiving an involuntary transfer shall be notified in writing of the reasons for the transfer at the time of the notice. An employee who is transferred involuntarily will be extended the opportunity to meet with the superintendent/designee, the appropriate building administrator, and, at the employee's option, union representation.
- 8.3.4.5 The employee shall receive personal notice at least 24 hours prior to the general staff being informed of an involuntary transfer.
- 8.3.4.6 Normally, no member shall be subject to more than three (3) involuntary transfers within any five (5) year period of employment in the District. æ.
- 8.3.4.7 Upon notification, the employee will be provided information about adopted curriculum materials, either how to access the materials electronically, if they are available electronically, or provided the materials themselves within ten (10) working days if the transfer occurs before August 15th (July 8 for CTC), and within five (5) working days if the transfer occurs on or after August 15th (July 8 for CTC). If materials have to be ordered, orders will be placed with the vendor within five (5) working days of notification of transfer.

ARTICLE 9

EMPLOYEE EVALUATION

9.1 Employees shall be evaluated in accordance with ORS 342.850, utilizing written criteria from the District Professional Growth and Accountability (PGA) model, which shall be provided to each new employee at the time of employment. Extra copies are available, upon request, from the district office; provided, that no remedy shall be granted for the District's breach of this subsection unless the breach substantially prejudices the rights of the evaluated employee. The District may implement change(s) in existing evaluation policy after providing the Council an opportunity to provide input regarding the change(s).

9.1.1 If a substantive change is made in the Professional Growth and Accountability model, a joint committee of equal parts CEA and District will convene to determine said changes to report to the school board.

9.2 The criteria for evaluation of each employee shall be defined in the District Professional Growth and Accountability model.

9.3 Prior to the commencement of the annual evaluation cycle employees shall be informed in writing of the evaluation timeline and the criteria being used by the evaluator. The criteria may include any district/building/personal goals.

9.4 Upon request by either party, individual pre-observation conferences with the evaluator shall be granted. However, the evaluator may also conduct unannounced observations. These unannounced observations are exempted from pre-observation conferences.

9.5 The evaluation shall be in writing. A copy of the written evaluation shall be submitted to the employee at the time of the personal conference or within a reasonable time; if requested, a copy of the evaluation shall be delivered to the member.

9.6 The evaluation process shall further include a post-evaluation interview in which the results of the evaluation are discussed with the employees.

9.7 Evaluation reports shall be placed in the employee's personnel file only after reasonable notice to the employee. The personnel file shall be open for inspection by the employee, the employee's designees, authorized administrators, confidential employees, and District's/Association's attorneys.

9.8 Employees will not be required or asked to participate, at any level, in the evaluation of another employee.

9.9 Program of Assistance

A Program of Assistance is defined as a written plan that will identify specific deficiencies, expectations, corrective steps, additional District resources with timelines for the plan and how the success of the plan will be measured.

9.9.1 A program of assistance will be established, if one is needed, to remedy any deficiency specified in ORS 342.865 (1)(a) Inefficiency; (d) Neglect of duty, including duties

specified by written rule; (g) Inadequate performance; and/or (h) Failure to comply with such reasonable requirements as the Board may prescribe to show normal improvement and evidence of professional training and growth. A program of assistance shall be for a minimum of forty (40) working days.

- 9.9.2 A draft of the program of assistance will be initially reviewed and discussed with the employee and an Association representative, if one is requested by the employee. Unless the employee specifically requests otherwise, the Association President shall be notified at least five (5) working days prior to this review meeting. Upon finalization of the plan, the employee will sign, verifying that they were able to provide input and review the plan, timelines for completion, as well as informed of what the results could be if the plan is unsuccessful. It will not be finalized and an employee's signature on the plan required until at least five (5) working days after the initial presentation of the plan. If after five (5) working days no input is provided for consideration, the plan shall go into effect as drafted.
- 9.9.3 The employee may bring a representative of their choice to the meeting to finalize the program of assistance as long as the representative confines their role to inquiring about the subject matter of the meeting to follow. During the discussion between the employee and the administrator, the representative may participate only to the extent of seeking clarification of portions of the program of assistance. Before the end of the meeting, the representative may suggest to the administrator other assistance to be provided and may describe mitigating circumstances or problems.
- 9.9.4 The employee may have representation at any meetings associated with the program of assistance, including any observation pre and/or post-conferences, so long as the representative acts in the capacity as a witness to the meeting. The representative may make notes of the conference, but will be restricted in participation.
- 9.9.5 Interim meetings shall be conducted during the program of assistance so as to provide input to the employee of progress being made toward the accomplishment of a successful program.
- 9.9.6 Peer Assistance
 - 9.9.6.1 The District will offer peer assistance for an employee who is placed on a program of assistance. The employee who will receive the assistance shall jointly select the person with mutual input from the Association and the District.
 - 9.9.6.2 Participation in peer assistance is voluntary.
 - 9.9.6.3 The District will determine adequate release time for both employees to participate after receiving input from the employee and the peer assistant.
 - 9.9.6.4 No witness or document relating to, or arising from, peer assistance will be used for any purpose.

ARTICLE 10

REDUCTION IN FORCE

10.1 Reduction in Force

The District shall determine when a reduction in force is necessary and which programs will be affected. However, the District agrees that such layoffs shall be implemented in accordance with the following procedure:

- 10.1.1 Whenever the District determines that a reduction in staff is necessary, it shall provide the Association/Council a layoff list which shall include seniority, endorsements and licenses of each affected employee. Affected employees shall be notified at least thirty (30) calendar days prior to the effective date of the layoff. In the event of school closure due to lack of funds, however, the notice shall be twenty (20) calendar days.

The District will offer the opportunity for employees who would not otherwise be laid off to voluntarily apply for a one (1) year unpaid leave of absence. Any leave request must be mutually agreed upon by the District and the employee. Upon written request, such unpaid leave may be extended for an additional year providing the layoff conditions remain in effect. An employee who volunteers for such a leave shall have the option, at their own expense of accessing OEBA, through COBRA coverage for up to 18 months. Employees on said voluntary leave shall have the same rights to return to the District as employees returning from a leave of absence.

- 10.1.2 In the implementation of a reduction in staff or recall, the District shall consider in order:

- 10.1.2.1 Professional or TSPC License; (10.1.4.4.2)
- 10.1.2.2 Seniority, as defined in Article 10.1.4.4.1;
- 10.1.2.3 Competence, as defined in Article 10.1.4.4.3;
- 10.1.2.4 HB 2001

** Definition for 10.1.2.4 will need to be determined by the HB 2001 workgroup*

10.1.3 Employee's Status

- 10.1.3.1 Employees with temporary status are not covered by this article.
- 10.1.3.2 The post-retirement employee shall not cause a reduction in force of any contract or probationary employee.
 - 10.1.3.2.1 Employees with probationary status shall be reduced first.
 - 10.1.3.2.2 If further reductions in force are made within that group, the

reduction shall be made from among the contracted employees remaining in that group.

10.1.4 Criteria for Reduction

- 10.1.4.1 The District's overall instructional program will be given priority consideration. To be considered for retention, the employee must be licensed to teach in the remaining position(s).
- 10.1.4.2 Retention of employees with contract and probationary status shall be on the basis of seniority provided the least senior employee does not have competence that is greater than the more senior employee.
- 10.1.4.3 If the laid off employee is not the least senior, then the District has the burden of proof to demonstrate the employee being retained has more competence than the senior employee who is being laid off. The District shall provide all necessary documentation relied upon in making the competence determination to the CEA president within five (5) working days of the decision.
- 10.1.4.4 Definitions:
 - 10.1.4.4.1 Seniority - Defined as the length of current teaching service to the District. Seniority shall be computed from the employee's first day of unbroken teaching service in the District. Approved leaves of absence will not be considered as interruptions in service.
 - 10.1.4.4.2 Professional or TSPC Licensure.
 - 10.1.4.4.3 Competence – Defined as the ability to teach a subject area at either the middle or high school, or any grade at the elementary level based on successful teacher evaluations, teaching experience related to the subject or grade level, or educational attainments, but not based solely on being licensed to teach.

10.1.5 Tie-Breaker

If the parties are unable to decide which employee(s) have greater seniority should be laid-off as per the criteria set forth above, the tie shall be broken by drawing lots. Seniority shall be determined by lowest to highest lots drawn. (i.e. #1 would have the greatest seniority)

10.2 Layoff Benefits

- 10.2.1 The District shall extend coverage under its medical program, provided for in Article 17, for the balance of the layoff to employees with contract and probationary

status who are laid off. The District will pay the cost of such medical premiums during the first sixty (60) days following layoff and such coverage may be continued by the employee for the balance of the layoff provided the employee pays the premium. Employees who accept other employment shall not be eligible for the extension of group insurance coverage. For end-of-school-year layoffs, the sixty (60) days begin October 1 of the following school year.

10.2.2 All benefits to which an employee was entitled at the time of their layoff will be restored, in accordance with current contract benefits, upon their return to active employment. The employee will be placed on the proper step of the salary schedule for the employee's current position according to the employee's experience and education.

10.3 Recall Procedure

10.3.1 Recall shall be by inverse order of layoff using the criteria set forth in Article 10.1 above;

10.3.1.1 Employees with contract status shall be recalled first.

10.3.1.2 Employees with probationary status shall be recalled after the list of contract employees has been exhausted.

10.3.2 Notice of recall shall be sent via certified mail to the last address given to the personnel office by the employee. An employee shall have ten (10) calendar days from the date the notice of recall was received to notify the District of their intent to return. The employee must report on the starting date specified by the District, provided the reporting date is at least twenty (20) calendar days from the date the notice of recall was received. Failure to notify the District of intent to return or to return to work within the time limits shall be considered the resignation of said employee. This reporting timeline shall be extended for an employee who has taken a position in another district and is required to give that district a sixty (60) days' notice before leaving employment.

10.3.3 Employees with contract and probationary status who are laid off from the District shall be eligible for recall as outlined above for a period of twenty- seven (27) months after the effective date of their layoff unless they:

10.3.3.1 Resign, in which event a written resignation shall be sent to the District.

10.3.3.2 Fail to return when recalled as described above.

10.3.4 An employee who is employed full time who accepts or rejects part-time or substitute, or temporary work will not lose their right to recall to regular full-time employment with the District. An employee who is employed part time who accepts or rejects full-time or substitute work will not lose their right to recall to regular part-time employment with the District.

10.4 APPEAL PROCEDURE

Any "appeal" from the Board's decision on layoff or recall, pursuant to this Article, shall be by means of expedited arbitration, as follows:

- 10.4.1 The Association shall have ten (10) days from the time the employee received written notice of layoff to request expedited arbitration. This request shall be in writing.
- 10.4.2 The Association and the District shall, then, have ten (10) days to select an arbitrator. Failing to do so, the Association and the District shall request that ERB appoint an arbitrator who can hear the case within one (1) calendar month.
- 10.4.3 The decision of the Arbitrator shall be final and binding upon all interested parties, as long as the Arbitrator's decision is within their jurisdiction. The Arbitrator is authorized to reverse the layoff or recall decision made by the District, if the District:
 - 10.4.3.1 Exceeded its jurisdiction;
 - 10.4.3.2 Failed to follow the procedure applicable to the matter before it;
 - 10.4.3.3 Made a finding or order not supported by substantial evidence in the whole record; or
 - 10.4.3.4 Improperly construed the applicable law.

ARTICLE 11

CALENDAR AND WORK DAY

11.1 School Calendar

The Association President may request to schedule a meeting with the Superintendent or designee prior to the development of a calendar proposal to communicate concerns of the membership. The proposed school calendar will be submitted to the Association/Council leadership for review, suggestions or recommendations at least two (2) weeks prior to final Board action to adopt the calendar. The Board welcomes suggestions but retains the power of final approval.

11.2 Employee Work Year

11.2.1 The school work year for returning employees shall be 192 days.

11.2.2 The school work year for new employees shall be one hundred ninety-four (194) days. For these two (2) additional days employees will be granted three (3) credit hours toward educational advancement on the salary schedule. New employees must be in attendance for all sessions in order to receive credit. This does not affect the employee's tuition reimbursement. This credit will be applied no later than September 10TH. Time on the first day will be set aside for CEA orientation.

11.2.3 Planning/Late Start Days

Late arrival day for students will continue to be scheduled once a week for one (1) hour every scheduled school week.

11.2.3.1 Up to five (5) Wednesday late starts a year will be used for non-professional development District-directed activities.

11.2.3.2 Elementary-level Learning Specialists and Speech Language Pathologists shall be released from student instruction on late start days in order to use the time for IEP development and preparation, student evaluations, progress monitoring, program development, report writing, and consultation with building staff regarding student instruction. This will not result in any reduction in guaranteed prep time or lunch time.

11.2.4 Holidays

There will be six (6) paid holidays: Labor Day, Veterans' Day, Thanksgiving Day, New Year's Day, Presidents' Day and Memorial Day.

11.2.5 Vacation Days

Within the normal work year, employees shall be allowed the following vacation periods which are not counted as part of the 192-day normal work year for which the annual salary is paid: three (3) consecutive calendar days at Thanksgiving, not less than thirteen (13) consecutive calendar days for a winter break and not less than one (1) week (Monday through Friday, plus the weekend before and after) for a spring break.

11.2.6 Grading and Conference Days Preparation

- 11.2.6.1 The District shall provide at least one-half (1/2) day without students to each employee at all levels for grading purposes each grading period (which will include progress reports).
- 11.2.6.2 The District will provide one-half (1/2) day without students to each employee at all levels for conference preparation.
- 11.2.6.3 District shall provide one-half (1/2) day for each high school employee for trimester/semester preparation.
- 11.2.6.4 A half day is defined as four hours of time during an eight-hour day, with a minimum of three consecutive hours.
- 11.2.6.5 On early release days, there will be no district/building meetings scheduled, except in case of emergency.
- 11.2.6.6 Grading and conference day preparation may be performed remotely by members.
 - 11.2.6.6.1 When there is professional development and grading or conference preparation on the same workday, professional development will be scheduled for the first half of the day, if possible.
 - 11.2.6.6.2 Travel time will not represent a reduction in the amount of time provided for report card or conference preparation. Such travel is not mandated by the district and members are encouraged to be safe.
 - 11.2.6.6.3 The District may direct the location of a member for whom there is written documentation of grading timeliness, accuracy, or completion concerns within the previous 12 months.

11.2.7 Inservice Days

11.2.7.1 For full-time employees, there shall be no less than twelve (12) hours to be set aside exclusively for individual planning and preparation prior to the start of the school year. Any meetings or activities related to an additional paid responsibility of an individual teacher may count toward that twelve (12) hour total.

11.2.7.2 Part-time employees shall be granted prorated pay and work time for two (2) days of work at the beginning of the year and one (1) day at the end of the school year after students are dismissed for the purpose of preparation and planning.

11.3 Extended Duties

Extended Duties are duties (exclusive of regular classroom instruction) that extend beyond the normal work year.

11.3.1 Employees who accept an offer of additional days on an extended contract shall be paid their per diem rate.

11.3.2 Employees who are involved in curriculum development, traffic safety, textbook adoption, or similar professional activities after the end of the work year or work day shall be paid according to Appendix C.

11.3.3 Except as provided in Appendix C, for all other assignments supervising students (e.g., Saturday School) twenty-five (\$25) dollars per hour shall be paid as additional compensation for the actual time worked.

11.4 Additional Work Day

11.4.1 High school counselors will be granted five (5) paid summer work days. Additional days, paid for compensatory time, may be granted as determined by the building principal.

11.4.2 An employee may be granted additional workdays on a per diem basis. There must be a demonstrated need as determined by the building principal and approved by the superintendent.

11.5 Inclement Weather

Employees shall not be required to report to work and shall not be charged leave time when student attendance is not required due to inclement weather. This includes previously scheduled leave time. If the Board requires students and/or staff to make up days lost due to inclement weather, then all employees shall be required to fulfill their regular duties on those days without additional compensation.

11.6 Workday

- 11.6.1 The employee's workday shall not be less than seven (7) hours thirty (30) minutes or more than eight (8) hours.
- 11.6.2 All employees shall be entitled to a duty-free uninterrupted lunch period of not less than thirty (30) minutes per day.
- 11.6.3 An employee shall not be required to extend their working hours beyond the regular workday more than twice a month, up to a total of five (5) times per year, unless the District provides time and a half overtime compensation (based on the employee's normal per diem rate of pay) or compensatory time off at a time and a half rate. Compensatory time shall be scheduled by the employee and their building principal. On days with a planned extension, meetings will not be scheduled for the affected employees. At least a two (2) week notice will be given prior to planned extensions of the work day.
- 11.6.4 Employees shall have the right to a 7-1/2-hour work day on the last workday before a holiday or break.

11.7 Preparation Time

All full-time employees in a given building shall receive the same amount of preparation time as other full-time employees in that building as set out below. Preparation time will be counted in blocks of no less than fifteen (15) minutes. Preparation time shall be pro-rated for part-time employees. By September 1 of each year, the Association will be provided with schedules for each building specifying minimum preparation time.

IEP, IEP-related meetings, School Intervention Problem Solving Meetings, Functional Behavior Assessments, 504 meetings, and Behavior Intervention Plans may interrupt prep time outside the student contact time.

The District is guaranteed one hundred eighty (180) minutes a week for staff meetings, late start staff development, and other District directed meetings. Coaching session(s) that are requested by employees or directed as a Plan of Assistance will not count towards the 180 minutes, nor shall IEP or IEP related meetings or School Intervention Problem Solving team meetings. Weeks with less than five (5) working days will be prorated (Appendix E).

11.7.1 Elementary

- 11.7.1.1 Full-time elementary employees shall receive daily preparation time to total not less than three hundred sixty-five (365) minutes per week.

11.7.1.2 Full-time elementary employees shall receive preparation time of no less than one hundred twenty-five (125) minutes per week during student contact time in blocks of no less than twenty-five (25) uninterrupted minutes per day. On days with no scheduled preparation time, employees will receive a fifteen (15) minute relief break scheduled by the building administrator.

11.7.1.3 Employees supervising another employee's class when a substitute is not available for 30 minutes or more will receive per-diem pay based upon the current substitute rate, in addition to their regular daily pay.

11.7.2 Middle and High School

11.7.2.1 Full-time middle school /high school employees shall receive daily preparation time to total not less than three hundred sixty-five (365) minutes per week.

11.7.2.2 Full-time middle school/high school employees shall receive one instructional period for the days that follow a regular bell schedule per day during student contact time.

11.7.2.3 For high school, during finals week, members shall receive no less than the minimum of one (1) testing period for preparation.

11.7.3 Preparation time during weeks with less than five (5) days student attendance required will be reduced on a pro rata basis (a day = 1/5).

11.7.4 Middle and High School

When an employee agrees to substitute during their duty-free preparation period the employee shall be compensated at their normal per diem rate of pay.

11.7.5 Any District-required training including, but not limited to, initial setup of District equipment, online training, and student information systems, will not be taken out of employee preparation time.

11.8 Employees shall not be assigned to cover a second class during their instructional time, unless agreed upon. If agreed upon, the employee will receive per-diem pay, in addition to their regular daily pay.

11.9 Licensed Special Education Specialists/Learning Specialists

Licensed Special Education Specialists refers to those who provide Special Education services, including Occupational Therapy, Speech and Language therapy, Physical Therapy, specialized consulting, and classroom instruction. Learning Specialists refer to those licensed to deliver

Special Education classroom instruction.

- 11.9.1 Learning Specialists at the Middle and High School levels shall receive no less than one (1) daily preparation period and one (1) daily case management period.
- 11.9.2 All licensed Special Education specialists will be allocated up to three (3) days of substitute coverage annually, or additional compensatory time at the employee's normal per diem rate of pay. The employee will have the right to choose the option. Up to two (2) additional days may be provided with pre-approval from the Director of Student Services.
- 11.9.3 In the case of extended absences, it is the responsibility of the District to provide a solution to maintaining services to students. Student services will not be delayed if a specialist is on an extended absence. Specialists who agree to help cover caseloads during another specialist's extended absence will be compensated at their normal per diem rate of pay by submitting a timesheet for services performed within the IEP and approved case management time.
- 11.9.4 Duties during the school day will not be assigned to licensed Special Education Specialists unless a limitation of building resources necessitates such a schedule. If a building is unable to develop a schedule that takes the burden of duties off of Specialists, the administrator will first work with the Association representative to problem solve the schedule. If the schedule is not able to be resolved at the building level, District leadership will work with Association leadership to jointly review and problem solve the building schedule. In the case that limited resources require a duty assignment, no more than one duty during the work day shall be assigned.

11.10 Counselors/Child Development Specialists

- 11.10.1 Counselors/Child Development Specialists will be allocated up to three (3) days of substitute coverage annually, or additional compensatory time at the member's normal per diem rate of pay. The member will have the right to choose the option. Up to two (2) additional days may be provided with pre-approval from the Director of Student Services.
- 11.10.2 Duties for counselors will be limited to sixty (60) minutes per day beyond what other educators are assigned.

11.11 Conference Scheduling

In order to provide more opportunities for parents to conference with teachers during times that parents are normally more available, the parties agree as follows:

- 11.10.1 Work Year: Adjustments in parent/teacher conference schedules shall not increase the 192-workday calendar for any employee and shall not reduce the number of days/hours set aside (Article 11) for: Planning/Late Start Days, Inservice Days, and Grading and Conference Day Preparation.
- 11.10.2 Workday: The contractual maximum workday for employees is eight (8) hours (7 ½ hours on the day prior to a holiday or break) including a 30-minute duty free lunch.

Adjustments in parent/teacher conference schedule may later this contractual work day during weeks when conferences are held within the following parameters:

- 11.10.2.1 The conference period shall not extend more than three (3) consecutive workdays totaling no more than an average of eight (8) work hours per day. Individual work days during this period may be four (4) hours, eight (8) hours or twelve (12) hours in length. The maximum hours for conferences are sixteen (16).
 - 11.10.2.1.1 Four (4) hour days shall begin no later than 8:00 a.m.
 - 11.10.2.1.2 Eight (8) hour days shall begin no later than 12 p.m.
 - 11.10.2.1.3 Twelve (12) hour days shall begin no later than 8:00 a.m.
 - 11.10.2.1.4 The work hours during each day shall be consecutive.
 - 11.10.2.2 Breaks of, at least 15 minutes shall be provided during every four (4) hour block and a 30-minute uninterrupted meal break shall be provided during each eight (8) or twelve (12) hour day.
 - 11.10.2.3 During this conference period, student contact time, conference prep time, etc. may be combined with conference time on any individual workday.
 - 11.10.2.4 The contractual half (1/2) hour early release shall apply to any day during the conference period that falls on the day before a holiday or break.
- 11.10.3 Student Contact: Adjustment in parent/teacher conference schedules shall not increase the annual total student contact time for any employee.
- 11.10.4 Preparation Time: Adjustment in parent/teacher conference schedules shall not reduce the weekly allotted preparation time for any employee in excess of the normal conference schedule reduction.
- 11.10.5 Each building may adopt its own conference schedule as long as it complies with the provision of this article. The conference schedule for each building shall be adopted by mutual agreement between the building administration and a majority of the building employees. Employees are expected to follow the schedule as agreed upon by the majority of the building's employees.
- 11.10.5.1 An employee with extenuating circumstances which prevent participation in the conference schedule that extends a normal work day may reschedule conferences. In such a case, missed hours beyond the normal workday will be rescheduled by mutual agreement between the employee and the building administrator. Rescheduled conferences must occur before or after the week of the building's scheduled conferences, and take place during scheduled building hours.

ARTICLE 12

WORKLOAD

- 12.1 The District and ECBC agree that the pupil-employee ratio is an important factor in maintaining quality education and agree to establish a class size committee to address concerns from employees and/or administrators regarding class size issues.
- 12.2 An employee who believes their workload is excessive compared to other employees in the District may discuss the situation with the principal. If not satisfied with the response at this level, the employee may discuss the matter with the Assistant Superintendent and may suggest option(s) for the District's consideration. The employee, upon request either to the Association representative or to the Assistant Superintendent, will have their concern addressed by the class size committee. In lieu of a class size committee, the Association president or designee will meet with the Director of Human Resources to address the concern. The employee and the CEA president will receive a response from the class size committee within twenty (20) school days.
- 12.3 The Association President shall be provided with a District printout of class size by school and by class by September 15 and by February 1 of each school year.
- 12.3.1 For Special Education caseloads, the District will annually publish its guidelines and review process for allocation. National licensed Special Education Specialists' caseload guidelines will be considered as part of the District's guidelines. By October 15, the Association will be provided with current caseloads.
- 12.4 By September 15 of each year a class size committee of three (3) employees appointed by the Association President and three (3) administrators will meet to review class sizes, consider options, and formulate recommendations for school board consideration. The class size committee will meet as necessary to address concerns it receives from employees or administrators. The committee will consider the following factors in deciding upon its recommendation(s):
- 12.4.1 The number of students in the class,
- 12.4.2 School and District class size averages,
- 12.4.3 The number and characteristics of special need students,
- 12.4.4 The instructional level of the classroom (e.g. primary, intermediate, etc.),
- 12.4.5 The employee's professional experience,
- 12.4.6 The amount of educational assistant time or specialist assistance provided,
- 12.4.7 Other factors as suggested by the employee.
- 12.5 Class size computations for a grade or school shall be made on the ratio of classroom employees to students exclusive of specialists. If a school council, however, agrees to increase its level of

specialists or otherwise modify its staffing allocation, then such occurrence should be a factor considered in class size discussions by the class size committee.

- 12.6 In situations where a class size or a specialist load exceeds the level desirable, the committee will consider the following options:
- 12.6.1 Transfer/reassignment of students,
 - 12.6.2 Adding certified staff,
 - 12.6.3 Additional educational assistant time,
 - 12.6.4 Development of split classrooms,
 - 12.6.5 No changes due to financial/physical space/time limitations,
 - 12.6.6 Other options mutually agreed to between the employees and administrators on the committee.
- 12.7 All elementary classroom employees will complete at the beginning of the school year and correct for changes during the year a list of students in the room, identifying special conditions for any student (e.g. IEP for behavior, ESL, TAG, etc.) that should be considered in reviewing class sizes. The principal or designee will review this information for the grade level at the time of assigning a student new to the building. The principal will also present this information to the Superintendent or designee when class sizes at that grade level are being reviewed for District decision-making.
- 12.8 At any time after being assigned an exceptional student (e.g. IDEA or 504 eligible, ESL, TAG), the teacher may request additional training to provide them with the necessary skills for dealing with that particular exceptional student.

The case manager will meet with the teacher within one week of the request to identify useful training and resources. This may include District or outside specialists and/or other District teachers, who will consult, model classroom techniques, identify workshops or resources (courses or reading material, etc.). The teacher and case manager will create a schedule for accessing such assistance. An employee who continues to have concerns about available training may contact the principal.

ARTICLE 13

INSTRUCTION

13.1 Academic Freedom

13.1.1 Academic Freedom and Responsibility in the Instructional Program

13.1.1.1 To encourage students to reach their own conclusions and judgment on issues, the employee has the responsibility to provide students balanced information representing various points of view on controversial issues. The employee is free to present their own opinions or convictions in the field of their professional competence, but these must be clearly stated as their opinions as well as the premise from which they are derived. These opinions, when stated, should appear after the students have discussed the material and issue.

13.1.2 It is the Right of Employees:

13.1.2.1 To present various points of view on controversial subjects in a balanced manner so that students will be encouraged to reach their own judgment.

13.1.2.2 To participate in the development of curriculum and the selection of teaching materials. Supplemental materials and instructional methodology may be used by teachers in accordance with District policy and building procedures.

13.1.2.3 To select for classroom study controversial issues related to the curriculum and appropriate to the maturity, intellectual and emotional capacities of the students.

13.1.2.4 To have access to adequate instructional resources so that all sides of an issue can be presented adequately.

13.1.2.5 To call upon teaching colleagues, administrators and professional organizations for assistance and advice.

13.1.2.6 To teach in their area of academic competence without regard to their race, sex or ethnic origin.

13.1.2.7 To express their own point of view in the classroom as long as they clearly indicate it is their own opinion and explain the basis for this position.

13.1.2.8 To work in a climate conducive to rational and free inquiry.

13.1.3 It is the Responsibility of Employees:

- 13.1.3.1 To insure every student their right to confront and study controversial issues related to the curriculum and appropriate to their maturity, intellectual and emotional capacities.
- 13.1.3.2 To follow legislative, the State Board of Education and District prescribed curriculum using approved materials and resources.
- 13.1.3.3 To protect the right of every student to identify, express and defend their opinions in the classroom without penalty as long as it does not conflict with the classroom activity or infringe upon the right of students or others involved.
- 13.1.3.4 To promote the fair representation of differing points of view in all issues studied.
- 13.1.3.5 To ensure that classroom activities do not adversely reflect upon any individual or group because of race, creed, sex, or ethnic origin.
- 13.1.3.6 To develop students' skills in problem solving.
- 13.1.3.7 To adhere to the written policy concerning academic freedom established by the Board of Education.
- 13.1.3.8 To provide a procedure for the students whereby they receive full and fair consideration when they take issue with teaching strategies, materials, course requirements or evaluation procedures.
- 13.1.3.9 To exemplify objectivity in the search for truth, to demonstrate respect for minority opinion and to recognize the function of dissent within the democratic process.

13.1.4 It is the Responsibility of the District:

- 13.1.4.1 The District shall protect employees in the use of controversial material, methodology, or content as long as such use complies with District policy and procedures and is in accordance with the District's adopted curriculum. Copies or summaries of such policies and procedures shall be included in the staff handbook.

13.2 Grading of Students

The employee shall maintain the responsibility to determine grades of students. No grade will be changed without consultation with the employee, or department chair if the member is unavailable. In the event a grade is changed, the party changing the grade will assume accountability for that change. Within ten (10) days of the change, the employee shall be notified in writing of the change and the reasons for it.

13.3 Site Based Decision Making

13.3.1 The Board of Directors, in order to improve the quality and effectiveness of education, shall establish site councils at each school in conformance with state statutes and regulations in accordance with ORS 329.704.

13.3.2 The duties of the site councils shall be those prescribed in the statute.

13.3.3 A site council, in reaching decisions on matters within its responsibilities, shall not alter, amend or modify the Agreement without the approval of the District and the East County Bargaining Council.

13.3.4 Employee participation on a site council is voluntary and lack of participation shall not be noted negatively in an employee's evaluation or personnel file and shall not be used as a subject of discipline.

13.4 Classroom Disciplinary Procedure

The parties agree that maintenance of discipline within the classroom is an important priority. Employees and administration will work in collaboration and each further agrees to assist the other in their mutual efforts to resolve difficult discipline issues. Employees will employ a range of supports and interventions that are culturally responsive. Employees will consistently implement the accommodations, modifications and supports reflected in 504, IEP and behavior plans in accordance with state law. The building principal will provide the employee with a written building discipline procedure and a copy of the student rights and responsibilities handbook at the beginning of each school year.

13.4.1 Employee Notification

Employees who are assigned students who are known to have an IEP, or Section 504 plan, or District-generated behavior intervention plan, shall be provided access to a copy of the IEP, 504 plan, or District-generated behavior intervention plan, and/or relevant information. Employees shall review and consistently implement the plans including modifications and accommodations in accordance with IDEA, ADA, and/or applicable state law, and shall have the opportunity to consult with appropriate staff members upon request.

13.4.2 Written Procedure

13.4.2.1 The District will make available on its web site a copy of its adopted discipline policies. Employees shall adhere to these policies.

13.4.2.2 Building administrators/supervisors will meet with employees annually to collaboratively establish and/or review written disciplinary standards and procedures for each building and classroom to ensure uniform enforcement of District policies. In addition, annual professional development shall be provided on school climate and discipline for all employees. Employees shall adhere to the procedures.

13.4.3 Disruptive Student

When a student is disrupting the instructional program to the detriment of them self and/or others, the employee will take appropriate action. Any student removed from class at any time by an employee shall be directed by such employee to the principal or other designated person.

Following action by the principal or designee, the student may be returned to the classroom. If, however, an employee requests a conversation with the principal/designee to discuss the student's behavior, the student's return to the employee's class shall be delayed until after the conversation has taken place. Providing classroom coverage to allow for such conversation is the responsibility of the principal/designee.

13.4.4 Seriously Disruptive Students

13.4.4.1 When a student is seriously disrupting the instructional program by engaging in physical or verbal abuse, intimidation, or harm to self or others, immediate action will be taken by the employee. The employee shall be authorized to send the student to the administrative office, or other location designated by the principal/designee.

13.4.4.2 Before re-admittance to the employee's workstation and/or duty station a parent conference shall be required at which a written behavior plan shall be finalized between the student, parent or guardian, administrator/supervisor and the employee. This behavior plan shall specify the future behavior expectations of the student. If a parent or guardian refuses or is unable to attend this conference, the conference may be held in their absence with a copy of the behavior plan sent to them via certified mail.

13.4.4.3 By the end of the teaching day, the employee referring a student shall have either conferred with or provided a written report for the appropriate administrator including:

13.4.4.3.1 A statement of the facts,

13.4.4.3.2 A summary of conditions leading to the referral,

13.4.4.3.3 Steps taken by the employee to remedy the problem and to motivate the student, and

13.4.4.3.4 Any other steps taken prior to the referral.

13.4.4.4 Affected employees shall be notified with all relevant information prior to the placement of a dangerous student in their worksite. In cases where out-of-district transfers may delay the information, the District shall notify affected employees as soon as the information is known.

13.5 The District will follow state and federal laws relative to any individual who physically or verbally abuses or intimidates or interferes with any employee performing their duties.

ARTICLE 14

PROFESSIONAL DEVELOPMENT

14.1 Inservice Workshops, Conferences, Programs

14.1.1 The Board agrees to pay the full cost of District approved tuition and other District approved expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such session which an employee is required and/or requested to take by the administration.

14.2 Tuition Reimbursement

14.2.1 Courses must be taken for credit and must contribute directly to more effective instruction by the individual employee. Specific matters of interpretation or approval of courses shall be subject to the decision of the superintendent or their designee.

14.2.2 The Board approves up to six (6) quarter hours' tuition each year or four (4) semester hours per year for each licensed employee. These hours may accumulate to twelve (12) quarter hours or eight (8) semester hours in a three-year period. Part-time employees of half-time or more may be reimbursed only for the pro-rata share of two (2) quarter hours, based on the percentage of full-time they work.

14.2.3 Full tuition cost (including fees defined below) at Portland State University rate will be reimbursed at either undergraduate or graduate rates depending upon types of courses taken. The amount of reimbursement will be determined by the rate charged by Portland State University rate per credit hour as the measure of tuition reimbursement effective with the commencement of the current school year, or by the institution attended by the employee, whichever is less. The District pays the tuition/fees only. If an employee takes semester hours, reimbursement will be calculated using the following formula:

$$1-1/2 \times (\text{PSU rate per credit hour}) = \text{amount of reimbursement per semester hour.}$$

The PSU fees shall be defined as tech, building, incidental student and health fees only.

14.2.4 Employees shall follow administration rules for applying for tuition, conference, workshop, or seminar reimbursement. The employee shall:

14.2.4.1 Submit "Letter of Intent" form to principal for District approval prior to enrolling in the course, and

14.2.4.2 For courses, submit documents verifying payment and official grade slip as evidence of completion of the course. For conferences, workshops, or seminars submit proof of learning or attendance.

14.2.5 Tuition shall start with classes taken in the fall quarter of the new school year and continue through summer session.

14.2.6 It is the responsibility of the employee to see that evidence of satisfactory completion of the course and a receipt or other evidence showing cost are submitted to the

superintendent's office immediately upon availability from the college.

- 14.2.7 Employees may request payment of tuition subject to the terms of section 14.2.4 prior to completion of the course by submitting a receipt or canceled check for the tuition paid. Verification of successful completion of the class(s) must be received within thirty (30) working days upon conclusion of the term. If verification is not received, the District may elect to deduct from the employee's next check, the amount of the tuition payment. District action of deducting from the check does not mean the employee waives their right to reimbursement for the class(s) if evidence of successful completion of the course is presented within one year from the date of the payroll deduction specified herein.
- 14.2.8 Employees may use the monetary equivalent of up to three (3) credit hours at the PSU rate a year to pay for workshops, seminars, conferences and their related fees, including travel costs. This does not affect any accumulated hours from previous years. Reimbursement for substitute costs will only be allowed for one experience a year. Upon completion of the workshop, seminar, or conference, validation of learning or proof of attendance must be submitted to the principal or designee.
- 14.2.9 If an employee resigns or retires from the District for the ensuing school year, the District shall not be obligated to pay for any class/workshop, seminar, conference taken during the summer term. If prepayment was made, reimbursement shall be withheld from the final paycheck.

14.3 District Staff Development

- 14.3.1 Employees will be permitted to take District staff development courses (including Summer Institute) at no cost to the employee. Credit for these courses will not be charged to the employee's tuition reimbursement account, except in cases where credit is earned by the employee.
- 14.3.2 Employees will receive credit toward advancement on the Centennial salary schedule for District staff development courses taken and for any unpaid time of thirty (30) hours outside the regular workday required of an employee of a professional committee (such as site council or a District curriculum committee).
- 14.3.3 District staff development courses shall be those noncredit courses offered by the District and approved by the superintendent or designee.
- 14.3.4 For the purposes of this Agreement, thirty (30) hours of District staff development equals one (1) quarter hour of college credit.
- 14.3.5 Scheduling Staff Development for Part-Time employees

District staff development is directed by the District through the building administrators or supervisors. Those administrators direct who should attend required staff development sessions. Part-time licensed staff may be required, by administration, to work additional hours beyond their regular schedule for staff development. Part-time licensed staff must be given four (4) weeks' notice of the change in schedule. The employee shall be paid at their per diem rate for the extra time worked. If required to attend, and if there was time between the end of the staff development session and the beginning of their teaching start

time, that time would be paid time at their regular per diem rate of pay. Such additional work would be limited to six (6) times per year.

14.4 Continuing Professional Development

An employee shall have the right to choose the District Plan or Individual Plan and under neither one shall the teacher be required to set CPD goals that reflect evaluation goals.

14.5 National Board Certification

14.5.1 The District shall provide a one-time only bonus of one thousand dollars (\$1,000) for employees who are National Board Certified.

14.5.2 The District shall provide up to ten (10) days per year (from professional leave account) for all employees working on their National Board Certification.

14.6 Mentor Teacher Program

14.6.1 The District reserves the right to establish and discontinue a Newly Hired Teacher/Mentor Teacher Program.

14.6.2 Teachers may submit a letter of interest to be a Mentor Teacher to the building principal.

14.6.3 No employee shall be designated as a Mentor Teacher unless willing to perform in that role.

14.6.4 A Mentor Teacher will work with no more than one newly hired teacher per year, except in circumstances when a teacher agrees to take more than one newly hired teacher.

14.6.5 No Mentor Teacher shall participate, at any level, in the evaluation of newly hired teachers.

14.6.6 The District will provide a qualified substitute for the Mentor Teacher when necessary to fulfill Mentor Teacher obligations as per State Department regulations and/or District guidelines.

14.6.7 CPD units will be issued for each hour for each employee of the mentor team for every hour of individual consultation. Consultation time will be recorded in a log.

14.6.8 When the Mentor Teacher works with the newly hired teacher outside the workday, the Mentor Teacher will be compensated at the curriculum rate, unless the Mentor Teacher is participating in the state mentor grant.

14.6.9 Should the state provide grant dollars for mentor programs, and the District receives a grant, grant dollars shall be distributed as stipulated in the grant, or if not stipulated, one-half of the grant dollars will go to the Mentor Teacher with the other half going for release time.

14.7 Professional Leave

The Centennial School District will create a pool of professional leave days equal to the number of bargaining FTEs as identified in the proposed budget each year which may be used by employees for activities related to professional teaching duties. Each building will be allotted days based on the number of employees assigned to the building. Employees who would like to request a day of professional leave may submit a request to their principal prior to December 1 of each school year. Final approval rests with the building administrator. No employee shall be granted more than three (3) days during the school year. On April 15 of each school year, up to ten (10) days of unused professional leave shall be transferred and be assigned to a district-wide pool for the remainder of the school year. Applications for professional leave shall be made at least three (3) days prior to the date of expected leave on proper District application forms.

14.7.1 Examples of professional leave with pay are, but not limited to:

- 14.7.1.1 Visits to other school systems,
- 14.7.1.2 Participation in professional teaching programs,
- 14.7.1.3 Professional opportunities which will extend the outlook and improve the service to the District or the bargaining unit.

ARTICLE 15

EVERY STUDENT SUCCEEDS ACT

- 15.1 The District and the Association will form a mutual committee to investigate the impact and effects the Every Student Succeeds Act federal legislation or future iterations of these Federal laws may have on the teaching staff related to conditions of employment.
- 15.2 No decision and/or action related to the ESSA or its implementation shall violate the provisions of this Agreement without the approval of the District and the Council.
- 15.3 Changes in mandatory subjects of bargaining related to implementation of the ESSA shall be subject to bargaining between the District and the Council. Such bargaining shall be conducted pursuant to ORS 243.698 except that the duration of bargaining shall be one hundred and twenty (120) days including mediation.

ARTICLE 16

COMPENSATION

16.1 Salary Schedule and Index

The salary schedule(s) and index for employees are attached to this Agreement as Appendix A and B and by this reference incorporated herein. This salary schedule(s) and index shall be the official salary schedule(s) and index for all employees and shall not be deviated from except through mutual consent of the District and the Association/Council.

The salary schedule for 2022-2023 (Appendix A-1) shall reflect a 4.0% increase above the salary schedule in Appendix A-3 of the 2019-2022 Agreement.

The salary schedule for 2023-2024 (Appendix A-2) shall reflect a 2% increase above the 2022-2023 salary schedule (Appendix A-1).

The salary schedule for 2024-2025 (Appendix A-3) shall reflect a 2% increase above the 2023-2024 salary schedule (Appendix A-2).

If the State School Fund for the 2023-2025 biennium is greater than \$9.951 billion, there will be an additional increase to the salary schedules for the 2023-2024 and 2024-2025 school years. The additional increase shall be equal to: one third of the State School Fund percentage increase over and above \$9.951 billion divided by two and equally applied to both the 2023-2024 and 2024-2025 salary schedules.

- 16.1.1 Employees who work less than full-time will be paid at a pro-rata portion of the full-time salary.
- 16.1.2 Employees who are granted extended contract(s) to work beyond the normal work year shall be paid at their normal per diem rate for each additional day (or portion thereof).
- 16.1.3 Employees who are employed during the summer to teach academic courses shall be paid their per diem. By June 15 all summer employment opportunities shall be posted on the District website and made available for employees by contacting the Human Resources Office.
- 16.1.4 Teachers of courses designated as recreational or enrichment (driver education, sports programs, outdoor science, music, etc. or curriculum development) shall be paid at the curriculum rate.
- 16.1.5 Official step placement shall be established normally, but no member of the bargaining unit shall be compensated less than \$50,000, based on a full-time, full year step, even if above their official step placement. An employee's official step placement shall advance normally even if an employee is compensated at a higher step to surpass the \$50,000 minimum.

- 16.1.5.1 In 2022-2023 this will apply to BA steps 0 and 1, and BA 15 step 0. Accordingly, the first steps used in each of these ranges will be BA step 2 and BA 15 step 1.
- 16.1.5.2 In 2023-2024 this will apply to BA step 0 and BA 15 step 0. Accordingly, the first steps used in each of these ranges will be step 1.
- 16.1.5.3 In 2024-2025 this will apply to BA step 0. Accordingly, the first step used in this range will be BA step 1.

Steps below \$50,000 will remain in the salary schedule and will have annual increases applied to them consistent with the increases of all other steps.

16.2 Step Placement and Advancement

- 16.2.1 Employees shall be placed and shall advance on the steps of the salary schedule as follows:
 - 16.2.1.1 Employees new to the District shall be placed on the salary schedule allowing full credit for each year (135 consecutive work days or more) regardless of prior professionally or academically licensed experience service in the public schools, K-12.
 - 16.2.1.2 Prior experience in private or parochial schools, District approved experience in colleges or universities, or other situations will be given year for year (135 consecutive work days or more) if the institution where the prior experience was obtained, required a professional license in order to be employed.
 - 16.2.1.3 Substitute experience shall not count unless it was done on a full-time contract basis. Continuous service of 135 consecutive work days or more, or one (1) or two (2) assignments of no less than 135 consecutive work days of substitute teaching shall qualify as a year of experience in accordance with ORS 342.840. Credit for a part of a year will not be given unless two (2) segments or less total a school year.
 - 16.2.1.4 Non-degree professionals with a restricted Career and Technical Education (CTE) teaching license shall be placed on the salary schedule at the appropriate experience step, equating to two (2) years (minimum 16 months) of work experience relevant to the area of teaching assignment with one (1) year of teaching experience up to a maximum Step 10. Determination of approved work experience is at the discretion of the Human Resources Director.
- 16.2.2 Employees shall receive advancement (increments) on the salary schedule for each year (135 consecutive work days or more including paid leave) of work completed in the District.
- 16.2.3 Beginning in the 2022-2023 school year, a salary step (Step 15 + 5 years)

was added to the salary schedule for employees at a range of BA 60 or higher, which reflects an additional step increase of the same dollar amount as other step increases in each range. This new “Step 15 range max + 5 years” step will be available to employees who have been at Step 15 the maximum step of their respective range for five (5) years in the Centennial School District.

16.2.4 The following positions will receive stipends of \$2,000 annually: Speech-Language Pathologist, School Psychologist, Learning Specialist, Occupational Therapist, Physical Therapist.

16.3 Column Placement and Advancement

16.3.1 Initial Salary Column Placement

16.3.1.1 Any academic certificate, license, degree, or the equivalent, issued by TSPC, the State of Oregon, an accredited institution of higher education, or a professional society, shall qualify for placement on the corresponding column of the salary schedule.

16.3.1.2 College hours used for initial placement must be earned subsequent to the earning of a bachelor degree and contribute directly to the new employee’s assignment. Specific matter of interpretation of approved course work is at the discretion of the Human Resources Director.

16.3.1.3 Speech Pathologists, School Psychologists, Occupational Therapist ,Physical Therapists, and Social Workers hold a MA degree that requires more credits and more hours of practicum than a regular MA degree or a classroom licensing program.

Given that these Centennial School District specialists hold this type of MA, the Association/Council and the District agree to place specialists with Masters degrees requiring 60 credit hours (90 trimester hours) on the salary scale at MA+45.

16.3.1.4 Non-degree professionals with a restricted Career and Technical Education (CTE) teaching license shall qualify to be placed on the BA column of the salary schedule. College hours used for educational column advancement on the salary schedule must be earned subsequent to earning a bachelor's degree.

16.3.2 Employees, either new or returning, may request a meeting with the Human Resources Director and present information as to hours or degrees not previously counted toward salary placement. If additional hours or degrees are counted, the change in placement will be retroactive for twelve (12) months.

16.3.3 For purposes of educational column advancement on the salary schedule, previously approved college credit hours earned by the end of summer term shall apply effective the beginning of the next school year, provided proof of successful course completion is received by September 10. Previously approved credit hours earned between September 1 and January 1 of a school year shall be effective on February 1 of that school year on a

pro-rata basis provided proof of successful course completion is received by January 10.

16.3.4 The District agrees to accept the following as proof of successful completion of the pre-approved class(s).

16.3.4.1 An official grade slip from the institution where the class was taken, official transcripts indicating successful completion of the class and/or a letter from the instructor and/or registrar of successful completion of the class. The letter must be on the institution letterhead, indicating the class number and name, the credits completed and the grade. The letter must be signed by the instructor or registrar and may be mailed or faxed to the Human Resources Department. Verification must be in the Human Resources Department by September 10 and January 10.

16.4 Salary Checks

16.4.1 All employees will be paid on a 12-month period. June, July and August checks will be available on the last contracted workday after all requirements have been fulfilled, except that employees who are leaving District employment for reasons other than retirement will receive their August check no later than June 30.

16.4.1.2 Exceptions will be employees who are leaving the District employment for reasons other than retirement, and will receive their July check not later than June 30 of the current school year.

16.4.2 Salary checks will be paid on the 25th of each month or on the last working day prior to the 25th if weekends or vacations interfere unless extenuating circumstances make this impossible.

16.4.3 An employee may request by the 10th day of the month and the District shall grant an earned advancement on their salary. The advance pay will be deducted from their check in the month granted. Employees shall be limited to four (4) draws per year. No requests may be made after May 10.

16.4.4 Employees electing to have their checks sent monthly during the summer break may initiate the request by submitting stamped, self-addressed envelopes to the payroll department prior to June 1st. The checks will be mailed July 25th and August 25th.

16.4.5 The Employee's Earning Record stub attached to the monthly paycheck will provide each employee as much of their salary breakdown as the payroll computer system has capacity.

16.4.6 Employees may opt to have their salary paid by "direct deposit" to the financial institution of their choice.

16.5 Payroll Deductions

16.5.1 Upon appropriate written request from the employee submitted prior to stated deadlines, the District will deduct from that employee's salary and make appropriate remittance for

the following approved deductions:

- 16.5.1.1 United Way (during annual fundraising campaign).
- 16.5.1.2 Centennial Educational Foundation.
- 16.5.1.3 OnPoint Credit Union.
- 16.5.1.4 Premiums for insurance programs (prior to September 10).
- 16.5.1.5 Membership dues to the United Teaching Association (CEA-ECBC- OEA-NEA) – (In accordance with Article 4).
- 16.5.1.6 United States Savings Bonds.
- 16.5.1.7 Section 125 Payroll Deduction Plan with a west coast administrator (prior to October 1).

16.5.2 Any employee contracted after the start of the school year shall request deductions according to deadlines set by the payroll office.

16.6 PERS/OPSRP

16.6.1 The District shall be relieved of any obligation to otherwise pick-up, assume, or pay the six percent (6%) employee contribution/payment required by ORS 238.200 and ORS 238A.330.

16.6.2 The District agrees to adopt a School Board resolution to make an election under IRS Codes to allow a pre-tax deduction of the six percent (6%) employee contribution/payment required by ORS 238.200 and ORS 238A.330. Such deduction shall be made from each employee's pre-tax gross wages.

16.7 Student Teachers

16.7.1 Money paid to the District by a college placing a student teacher in the District, intended as an honorarium for the District employee supervising the student, shall be paid to the supervising employee.

16.7.2 The minimum honorarium paid to the supervising employee is \$100 unless more than one employee is supervising the student teacher, in which case the honorarium paid to the District by the college will be divided equally among the supervising employees.

16.8 Travel Allowance

16.8.1 Authorized expenses shall be paid to employees at the current IRS rate on July 1 of the school year.

16.8.2 Employees who are required to use their own automobile in performance of their duties

will be reimbursed for such travel at the IRS rate per mile.

16.8.3 All employees will be provided Comprehensive Liability Coverage under the District's policy while traveling on approved District business.

16.8.4 Employees required by their principal or supervisor to purchase supplies for their classes will be reimbursed for their travel for such purposes at the IRS rate.

16.9 Early Retirement

16.9.1 Definition:

Retirement may be a viable option for some employees. The District wants to provide an incentive for early retirement. Any employee who has had ten (10) years of unbroken service prior to October 1, 2000, but had a break in service after ten (10) years and is currently re-employed by the District, shall also be able to retire under the provisions of this article. Any employee who retires under the provisions of PERS prior to age 65, and who has completed ten (10) years of service with the District, shall be eligible for the District's plan. However, this benefit shall sunset as of October 1, 2000 for all certified employees hired on or after that date.

16.9.2 Stipend

16.9.2.1 The early retirement program will provide a monthly payment of \$562.50 for a maximum of 48 months.

16.9.2.2 The District's obligation to pay the stipend fee shall terminate at the end of 48 months, upon the request of the employee to cancel the program, age 65, death, or the return to active employment which would reinstate PERS membership and payments to the retirement fund.

16.9.3 Insurance

16.9.3.1 The employee will have the option to purchase medical, dental and vision insurance until age 65, subject to approval of the carrier.

16.9.3.2 The employee may accept the insurance coverage as provided in the early retirement plan. The employee will pay the difference for added coverage and the premium difference from rate at time of retirement. The employee may also purchase family coverage.

16.9.4 Compensation from Outside Agencies on School Campuses

16.9.4.1 An employee may accept work on school campuses with Centennial School District students from outside agencies (e.g. SUN program). The agency shall be responsible for establishing the salary amount and will pay the employee directly. The District will not be responsible for any salary/benefits nor the establishment of any salary rates.

16.9.5 Employees whose duties entail completing documentation for Medicaid billing will be reimbursed by the District for the minimum licensing or certification fee that qualifies them to do Medicaid billing.

ARTICLE 17

INSURANCE

17.1 District Contribution

The District shall contribute the following amounts for the 2022-2025 contract to cover the purchase of family medical, family dental with orthodontia, and/or family vision insurance.

School Year	Amount Per Employee Per Month
2022-2023	\$1477
2023-2024	\$1502
2024-2025	\$1527

17.1.1 The District contribution will be prorated for employees who work less than full-time.

17.2 Optional Plans

The District will also make available life, long-term disability insurance, cancer and accidental death insurance plans to all employees, although purchase of these benefits will be optional.

17.3 Choice of Plans

The Association/Council shall have the right and responsibility to select the insurance benefit carriers and plans available to employees from those offered by OEBC.

17.4 Resignations

When an employee resigns from the District, all benefits of this Article shall be prorated as to percent of time worked.

17.5 Insurance Pooling

If the insurance cap does not cover the full cost of the medical, vision, and dental insurance premiums for employees, an insurance pool will be implemented by the October paycheck according to the following formula.

The total of employees unspent District contributions equals “the pool.” All employees without out of pocket medical, vision, dental insurance premiums will be distributed from lowest to highest and “pool” dollars will be applied down the list until the “pool” is exhausted. “The pool” shall be determined by multiplying the unspent District contributions by a percentage as indicated in the table below.

School Year	Pool Percentage to Employees
2022-2025	90%

The “pool” shall apply only to medical, dental and vision plan premiums for employees whose coverage exceeds the monthly insurance cap. “Pool” dollars may not be applied to optional plans described in Article 17.2.

Employees must (re)enroll with OEGB by October 1 to be eligible for “pool” dollars with the following exceptions:

- New employees hired after September 1st or hired after the pool is established will be eligible for “pool” dollars starting in October or the first month insurance is deducted from their paycheck, whichever is later.
- Employees who have an eligible mid-year qualified status change as defined by OEGB will be eligible for “pool” dollars.
- These employees will receive the District provided insurance contribution and a District contribution from the pool up to the maximum individual amount as determined by the October pool calculation.

17.5.1 Leftover Insurance Pool Funds (Appendix E)

17.5.1.1 School Year Leftover Pool Percentage to District

School Year	Leftover Pool Percentage to District
2022-2025	10%

The proportion given back to members will be determined based on how much the member donated compared to the total donated pool. This payment will be given to such members in the form of employer-funded health flexible spending account (FSA) or limited flexible spending account (LFSA), up to the allowable IRS limit and if the member is eligible for these accounts based on IRS tax code or other regulatory requirements, and if allowable by the District’s FSA/LFSA provided/vendor. A member must contribute to the pool during open enrollment, and be eligible to receive a minimum of \$20 per month, per the calculation, to be eligible to receive funds described in this section. Payments will begin with the January payroll following open enrollment and will continue through June payroll of the same year. Retroactive payments will be made.

If not allowable or if contributions are unable to be made, CSD and CEA will meet to discuss options.

17.6 The District shall provide Section 125 Plans (A and B) for use by employees.

17.7 Domestic Partners

17.7.1 For all purposes within this Article, the term “domestic partner” shall be defined to mean same or opposite gender and follow the OEGB rules for the determination of that status.

ARTICLE 18

EXTRA DUTY

18.1 Definition of Extra Duty

Extra duty is work or responsibilities performed by an employee for approved tasks not related to the individual's regular assignment. To qualify for payment, the following criteria must be met:

18.1.1 The responsibility must take place outside of class time and extend beyond the regular work day. The activity or program must be an approved extra duty because not all activities or programs outside of class time or beyond the regular school day are extra duty.

18.1.2 The assigned person must be qualified either by experience, interest or training to direct the assignment or activity.

18.1.3 The District and the Council agree to bargain over the pay rate if any significant changes are proposed in duty responsibilities.

18.2 Extra Duty Schedule and Index

The compensation rates for Extra Duty positions are attached to this Agreement as Appendix C and by this reference incorporated herein. These rates shall be the official compensation rates for all Extra Duty positions in the District and shall not be deviated from, except through mutual written consent of the District and the Association/Council. These rates shall be indexed to negotiated annual compensation percentage increases.

18.3 New Positions

18.3.1 If the need for an extra duty position not specified above should occur while this agreement is in force, the District shall determine the placement of the position on the extra duty schedule based on the job description of the new position and a fair evaluation of like or similar positions. The District shall advise the Council of the new position and solicit the Council's input as to appropriate placement on the extra duty schedule.

18.3.2 At the end of the school year following the creation of a new extra duty position, a review may be conducted of the extra duty position to determine if the position has been appropriately placed on the extra duty schedule. The District shall inform the employee assigned to the position and the Council that a review is being conducted and solicit input. Such a review may be initiated by the District, the Council, or the employee assigned to the position.

18.4 Vacancies in extra duty positions shall be posted as per Article 8 of this Agreement.

18.5 Extra duty positions not associated with a teaching assignment are voluntary.

- 18.6 When filling an extra duty position or volunteering to supervise or assist with school related activities beyond the normal workday, an employee shall be reimbursed for all related expenses pre-approved by the District.
- 18.7 Due process rights shall be afforded an employee when employed in an extra duty position only in the event of mid-season termination.
- 18.8 Extra Duty notice for the subsequent year confirming the position stipend shall be provided in writing to the employee no later than June 15. Upon request, the principal or designee shall meet with the employee in advance of the assignment to outline the scope of the work required. If a vacancy occurs after June 15, an employee volunteering to fill the vacancy shall be provided written notice confirming their employment and stipend prior to commencing work.

ARTICLE 19

PAID LEAVE OF ABSENCE

19.1 Approval Requirements

All absences and leaves must have administrative approval. The employee's immediate supervisor's recommendation and the approval of the superintendent or their designee constitute administrator's approval.

All requests for absences and leave except sick leave must be submitted in writing on District approved forms. All written requests should be made in advance of the absence. Some situations do not lend themselves to prior approval. When this happens, the written application must be submitted to the immediate supervisor within five (5) days after the occurrence.

19.2 Sick Leave

19.2.1 Employees shall be granted ten (10) days' sick leave during each school year pursuant to ORS 332.507(2). Such sick leave shall be credited to said employees on the first work day of the fall trimester/semester. In case of employees who begin service after the beginning of the school year, sick leave shall be credited on the first day of active teaching service and consist of one (1) day for each month remaining in the school year.

19.2.2 No maximum shall be placed on sick leave accumulation. The employee's sick leave hours shall be displayed on the employee's monthly pay statement.

19.2.3 An employee who has accumulated sick leave during employment in another school district, and who was so employed during the preceding years, shall, upon proper verification, be allowed the number of sick leave days accumulated in accordance with ORS 342.596.

19.2.4 Employees may use their accumulated paid leave for family illness or other allowable purposes, in accordance with the Family Medical Leave Act/Oregon Family Leave Act/SB454 Sick Time Law.

19.3 Emergency/Personal Leave

19.3.1 When an employee is absent because of emergencies or personal business that cannot be conducted outside the regular workday, and the absence is not covered by any other leave, the employer will allow the employee up to three (3) days of personal leave, per year, non-cumulative, with the employee to be paid their daily per diem rate. Personal leave cannot be used for a second business. Personal leave is a negotiated benefit, not a leave of right. It is to be used only when needed. Employees are not required to take all three (3) days. Employees will not have to state the reason for said leave. Employees are responsible for notifying the building principal by entering the absence into the sub system five (5) working days before the absence.

19.3.1.1 New staff hired after the school year has commenced will have Personal Leave Days allocated as follows, based upon the employee's first paid day of

employment with the District:

Beginning of School to Winter Break: Up to three (3) days of personal leave.
Post-Winter Break to Spring Break: Up to two (2) days of personal leave.
Post-Spring Break to End of Year: Up to one (1) day of personal leave.

- 19.3.2 In cases of emergency, leaves may be granted by phone and written requests within two (2) days of the employee's return.
- 19.3.3 In a separate paycheck at the end of the year, employees will be paid for unused personal leave at the rate of 0.5 of the substitute pay.

19.4 Employees' Sick Leave Donation Bank

19.4.1 On or before October 31 of each year, a participating employee may contribute eight (8) hours of sick leave to a common donation bank. To be eligible for the bank, employees must donate at least once within the life of the contract. This donation can only be made once per year, is irrevocable, and may only accumulate up to a total equal to the number of FTE in the bargaining unit. Participation in the donation of the hours shall be voluntary. The District shall be defended and held harmless from any claim arising from honoring the donation. The District is not responsible for any personal tax liability that may be incurred by the donating employee or the receiving employee, should any liability arise. Part-time employees will be pro-rated, both for donation and receipt of donated days. Employees on Workers Compensation who receive reimbursement of lost days through their workers' compensation claim may not benefit financially from the sick leave bank by receiving more than their regular salaried amount.

19.4.2 Procedure for Committee Members

Grants from the donated days will be determined by the CEA Executive Council or their designees. Inquiries to the Human Resources Department shall be referred to the CEA President.

19.4.3 Application for Sick Leave Donation Days

When a bargaining unit member has used all available paid leave days, the following procedure will be implemented.

19.4.4 The employee will notify the Association of the need for donated days.

19.4.5 The Association Executive Council will review the request.

19.4.6 The Association Executive Council will notify the District Human Resources Office that an employee has requested and been approved for donated days.

19.4.7 Payroll will process the days as instructed by the Association.

19.4.8 Employees are limited to 520 hours (65 days).

19.5 Emergency Leave for Bereavement

An employee shall be granted five (5) days' absence with full pay because of the death of any member of their immediate family. They may be granted three (3) extra days for which they will receive a pay reduction equivalent to rate of pay for a professional substitute. Use of such days must occur within one (1) month of the death of the immediate family member, or up to six months in cases where the end-of-life ceremony is delayed.

19.5.1 Immediate family (to include in-law and step relatives) shall be defined as to mean spouse, same sex or opposite sex domestic partners, parents, children, brother or sister, grandparents, grandchildren, same sex or opposite sex domestic partner's parents, children, brother or sister, grandparents, grandchildren or spouse's immediate family as already defined. Other persons shall be considered as members of the immediate family, provided they are living in the home of the employee or are dependent upon the employee for support.

19.5.2 Employees may use the three reduced pay days for the purposes of dealing with issues related to the death. These days must be used within six months of the death.

19.5.3 An employee shall be granted one (1) day's absence with full pay to attend the funeral of a close friend or a distant relative. In the event of special extenuating circumstances, the District may grant up to two (2) additional days for this leave.

19.6 Legal Leave

19.6.1 Mandatory Legal Appearance

19.6.1.1 An employee shall be absent with pay under Article 19 if they are subpoenaed as a witness in a legal proceeding, except when such subpoena is on behalf of the association in proceedings (other than grievance hearings) against the school district, providing they turn in a copy of the subpoena and any witness fees that they receive to the business office.

19.6.1.2 Jury Duty

Employees called for jury duty will normally be expected to serve during the period they are summoned. The District will grant full pay providing the employee turns in the jury fee to the business office, and reports back to work on any day when released in advance.

19.7 Military Duty Leave

In accordance with ORS. 408.29, an employee may request leave for annual active duty. Such leave shall not exceed fifteen days, comprising no more than eleven work days, in one calendar year. Employees shall be released without loss of time, pay or rights and benefits to which they are entitled provided that they have been employed at least six (6) months prior to the request.

ARTICLE 20

UNPAID LEAVES OF ABSENCE

20.1 General Unpaid Leaves

20.1.1 Leaves of absence without pay normally for up to one (1) year may be granted by the Board upon the recommendation of the superintendent for the following reasons:

20.1.1.1 Career Development

20.1.1.2 Health or Unavoidable Circumstances

20.1.1.3 Military Duty

20.1.1.4 Family Leave

20.1.1.5 Good Cause

20.1.1.6 Domestic Violence/Sexual Assault/Stalking

20.1.1.7 Association Leave

20.1.2 In order to receive favorable consideration by the superintendent and Board, the following conditions must be met:

20.1.2.1 The request shall include the kind of leave, the reasons for the unpaid leave, the date the leave is proposed to commence, and the date the employee would resume their duties;

20.1.2.2 The employee must have been employed by the District for at least two (2) consecutive years preceding the year of requested leave, except for leaves required by state and federal law;

20.1.2.3 If an employee's request for unpaid leave is denied, the District shall provide the employee a written statement of the reasons for denial within ten (10) workdays after the denial; provided that this shall not be construed as infringing upon the District's exclusive discretion over granting or denial of such requests.

20.1.3 An individual returning to the District after a year's leave without pay will be credited with all benefits which they had at the beginning of the leave and will be reassigned to a similar position. They will be subject to the same staff reduction and reassignment policies and procedures as other employees during the duration of the leave.

20.1.4 Extensions or renewals of leave of one (1) year shall be applied for in writing.

20.1.5 Notification of return shall be received by the District not later than March 1 of the school

year in which the employee intends to return. Failure to meet this deadline shall mean that the individual has resigned the position.

This condition shall be waived when the return date is unknown, during an existing school year, beyond the control of the employee, or when the leave is subject to state statute or federal law.

20.2 Career Development Leave

20.2.1 A leave of absence without pay may be granted by the Board for career development activities such as: study, travel and professional experience.

20.2.2 The request for leave must include a proposed plan of activities and a statement of goals.

20.2.3 An employee may not request a career development leave while on a Program of Assistance.

20.2.4 Upon return from leave, the employee will be granted experience credit pursuant to the provisions of Article 16 of this Agreement.

20.2.5 Requests for Career Development leave must be submitted in writing to the superintendent on or before March 1 previous to the school year for which the leave is requested.

20.3 Health or Unavoidable Circumstances Unpaid Leave

20.3.1 A leave of absence without pay may be granted by the Board for sickness or other unavoidable circumstances to an employee at any time during the school year.

20.3.2 As a minimum, leaves for health or unavoidable circumstances will be granted to employees for health-related conditions in accordance with state statute and federal law.

20.3.3 An employee receiving such a leave shall be eligible for reinstatement to a comparable position in the next school year provided they submit acceptable evidence that the employee is able to perform the functions of the assignment. The employee shall provide a status report from the employee's medical services no later than March 1 prior to return to work.

20.3.4 When the employee returns they will retain all benefits accrued in the District prior to the leave. No increment increase will be allowed for the leave period unless the employee completed at least 96 days of their contract.

20.4 Military Duty Unpaid Leave

20.4.1 Unpaid Military leave shall be granted in accordance with state statute and federal law.

20.4.2 If the employee is on probation at the time of leaving for service, they shall return at that level and serve out the remainder of the probationary period even though they receive salary advancement because of their military service.

20.5 Family Leave

20.5.1 Family leave shall be granted in accordance with state OFLA statutes and federal FMLA laws.

20.5.2 A request for unpaid Family leave of absence that goes beyond FMLA/OFLA of up to one (1) year may be granted by the Board to an employee (including expectant or adoptive parents) who has pressing family responsibilities which require their presence at home.

20.5.2.1 A written request shall be submitted to the building principal at least one (1) month prior to the commencement of the leave unless an emergency situation develops, in which case the employee may be excused from duties immediately by the superintendent, pending action by the Board.

20.5.2.2 The employee shall be reinstated not later than the beginning of the next grading period following written notification of the employee's availability for work. Written notification shall be at least one (1) month prior to reinstatement.

20.5.2.3 The reinstatement shall be to the employee's former position if the employee returns in the same school year in which the leave is taken or on the first day of the following employee work year. The reinstatement shall be to the same or substantially similar position if the return of the employee is in the following school year. No increment will be allowed for the school year in which the leave is taken unless the employee has completed at least 96 days of the teaching year.

20.6 Good Cause Leave

20.6.1 The superintendent shall have the authority to grant short leaves of absence without pay to any employee of the professional staff upon request for any reason which they believe is in the best interest of the School District.

20.7 Domestic Violence/Sexual Assault/Stalking Leave

20.7.1 The District will grant unpaid leaves for domestic violence/sexual assault/stalking, as set forth in Oregon Senate Bill 946 (2007) and District Policy GCBDC/GDBDC.

20.8 The District shall grant a two (2) year unpaid leave of absence to any member elected to one of the two major executive positions in the OEA or one of the five major executive positions in the NEA. Extensions of up to two (2) additional years for a member continuing to serve in this capacity may be approved by the District upon request by the Council. The Council shall provide the District with a list of those positions. Requests for such leave shall be made at the time a member accepts nomination of one of those positions. No less than six (6) months prior

to the conclusion of the member's term of office, they shall notify the District in writing of their intention to return to the bargaining unit at the conclusion of their term of office.

ARTICLE 21

GENERAL PROVISIONS

21.1 Negotiations Procedure

- 21.1.1 If either party wishes to reopen negotiations over a successor agreement, it shall give written notice to the other by November 15 of the last school year of this Agreement.
- 21.1.2 This Agreement may not be modified in whole or in part by the parties concerned except by an instrument in writing duly executed by both parties.
- 21.1.3 The provisions of this Agreement supersede all previous agreements.
- 21.1.4 The Board agrees to distribute and make available a complete on-line copy of this Agreement to each employee. Employees may receive a printed copy, upon request through the school district's office of Human Resources. The East County Bargaining Council shall prepare the final copy in preparation for printing/distribution. Newly hired employees shall be given a printed copy of this Agreement upon employment.

21.2 Strikes and Lockouts

- 21.2.1 Strikes: During the term of this Agreement, Centennial employees will not initiate, cause, permit or participate in any strike, work stoppage, slowdown or any other concerted activity against the District.
- 21.2.2 Lockouts: The District shall not, as a result of a dispute with the Council, deny employment to employees during the term of this Agreement.

21.3 Separability

If any provision of the Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction or by the inability of the employer or the employees to perform to the terms of the Agreement, the remainder of the Agreement shall remain in effect. Either party may request that such provision be reopened for negotiation to arrive at a mutually satisfactory replacement.

21.4 Compliance Between Individual Contract and Master Agreement

Any individual contract between the Board and an individual teacher heretofore or hereafter shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any provision inconsistent with this Agreement, the Master Agreement shall be controlling.

APPENDIX A-1

CENTENNIAL SCHOOL DISTRICT CEA 2022-2023 SALARY SCHEDULE

4% Increase over previous schedule

STEP	RANGE					MSTR	MA15	MA30	MA45
	BA	BA15	BA30	BA45	BA60	BA75	BA90	BA105	BA120
0	47,708	48,901	50,094	51,287	52,479	53,672	54,865	56,057	57,250
1	49,521	50,714	51,907	53,338	54,531	55,962	57,155	58,347	59,793
2	51,334	52,527	53,720	55,389	56,582	58,252	59,445	60,637	62,336
3	53,147	54,340	55,533	57,441	58,634	60,542	61,735	62,927	64,883
4	54,960	56,153	57,346	59,492	60,685	62,832	64,025	65,217	67,426
5	56,773	57,966	59,158	61,544	62,737	65,122	66,315	67,507	69,969
6	58,586	59,779	60,971	63,595	64,788	67,412	68,605	69,797	72,517
7	60,399	61,592	62,784	65,647	66,839	69,702	70,895	72,087	75,059
8	62,212	63,404	64,597	67,698	68,891	71,992	73,185	74,377	77,602
9	64,025	65,217	66,410	69,750	70,942	74,282	75,475	76,667	80,150
10	65,838	67,030	68,223	71,801	72,994	76,572	77,765	78,957	82,693
11	67,650	68,843	70,036	73,852	75,045	78,862	80,055	81,247	85,236
12	69,463	70,656	71,849	75,904	77,097	81,152	82,345	83,537	87,783
13			73,662	77,955	79,148	83,442	84,634	85,827	90,326
14					81,200	85,732	86,924	88,117	92,869
15					83,251	88,022	89,214	90,407	95,416
15 + 5 Yrs.					85,302	90,312	91,504	92,697	97,963

APPENDIX A-2

CENTENNIAL SCHOOL DISTRICT CEA 2023-2024 SALARY SCHEDULE

2% Increase over previous schedule

	RANGE					MSTR	MA15	MA30	MA45
STEP	BA	BA15	BA30	BA45	BA60	BA75	BA90	BA105	BA120
0	48,663	49,880	51,097	52,313	53,530	54,746	55,963	57,180	58,396
1	50,513	51,729	52,946	54,406	55,622	57,082	58,299	59,515	60,990
2	52,362	53,578	54,795	56,498	57,715	59,418	60,635	61,851	63,584
3	54,211	55,428	56,644	58,591	59,807	61,754	62,970	64,187	66,182
4	56,060	57,277	58,493	60,683	61,900	64,090	65,306	66,523	68,776
5	57,909	59,126	60,343	62,776	63,992	66,425	67,642	68,859	71,370
6	59,759	60,975	62,192	64,868	66,085	68,761	69,978	71,194	73,968
7	61,608	62,824	64,041	66,961	68,177	71,097	72,314	73,530	76,562
8	63,457	64,674	65,890	69,053	70,270	73,433	74,650	75,866	79,156
9	65,306	66,523	67,739	71,146	72,362	75,769	76,985	78,202	81,754
10	67,155	68,372	69,589	73,238	74,455	78,105	79,321	80,538	84,348
11	69,005	70,221	71,438	75,331	76,547	80,440	81,657	82,874	86,942
12	70,854	72,070	73,287	77,423	78,640	82,776	83,993	85,209	89,540
13			75,136	79,516	80,732	85,112	86,329	87,545	92,134
14					82,825	87,448	88,664	89,881	94,728
15					84,917	89,784	91,000	92,217	97,326
15 + 5 Yrs.					87,009	92,120	93,336	94,553	99,924

APPENDIX A-3

CENTENNIAL SCHOOL DISTRICT CEA 2024-2025 SALARY SCHEDULE

2% Increase over previous schedule

	RANGE					MSTR	MA15	MA30	MA45
STEP	BA	BA15	BA30	BA45	BA60	BA75	BA90	BA105	BA120
0	49,637	50,878	52,119	53,360	54,601	55,842	57,083	58,324	59,565
1	51,524	52,765	54,006	55,495	56,736	58,225	59,466	60,707	62,211
2	53,410	54,651	55,892	57,629	58,870	60,607	61,848	63,089	64,856
3	55,296	56,537	57,778	59,763	61,004	62,990	64,231	65,472	67,507
4	57,182	58,423	59,664	61,898	63,139	65,372	66,613	67,854	70,152
5	59,069	60,309	61,550	64,032	65,273	67,755	68,996	70,237	72,798
6	60,955	62,196	63,437	66,167	67,408	70,138	71,379	72,619	75,449
7	62,841	64,082	65,323	68,301	69,542	72,520	73,761	75,002	78,094
8	64,727	65,968	67,209	70,435	71,676	74,903	76,144	77,385	80,740
9	66,613	67,854	69,095	72,570	73,811	77,285	78,526	79,767	83,391
10	68,500	69,740	70,981	74,704	75,945	79,668	80,909	82,150	86,036
11	70,386	71,627	72,868	76,839	78,080	82,050	83,291	84,532	88,682
12	72,272	73,513	74,754	78,973	80,214	84,433	85,674	86,915	91,333
13			76,640	81,107	82,348	86,816	88,057	89,297	93,978
14					84,483	89,198	90,439	91,680	96,624
15					86,617	91,581	92,822	94,063	99,274
15 + 5 Yrs.					88,751	93,964	95,205	96,446	101,924

APPENDIX B

2022-2025 SALARY SCHEDULE INDEX Each position as a percent of the base

Range Step						MA	MA+15	MA+30	MA+45
	BA	BA+15	BA+30	BA+45	BA+60	BA+75	BA+90	BA+105	BA+120
0	1.0000	1.0250	1.0500	1.0750	1.1000	1.1250	1.1500	1.1750	1.2000
1	1.0380	1.0630	1.0880	1.1180	1.1430	1.1730	1.1980	1.2230	1.2533
2	1.0760	1.1010	1.1260	1.1610	1.1860	1.2210	1.2460	1.2710	1.3066
3	1.1140	1.1390	1.1640	1.2040	1.2290	1.2690	1.2940	1.3190	1.3600
4	1.1520	1.1770	1.2020	1.2470	1.2720	1.3170	1.3420	1.3670	1.4133
5	1.1900	1.2150	1.2400	1.2900	1.3150	1.3650	1.3900	1.4150	1.4666
6	1.2280	1.2530	1.2780	1.3330	1.3580	1.4130	1.4380	1.4630	1.5200
7	1.2660	1.2910	1.3160	1.3760	1.4010	1.4610	1.4860	1.5110	1.5733
8	1.3040	1.3290	1.3540	1.4190	1.4440	1.5090	1.5340	1.5590	1.6266
9	1.3420	1.3670	1.3920	1.4620	1.4870	1.5570	1.5820	1.6070	1.6800
10	1.3800	1.4050	1.4300	1.5050	1.5300	1.6050	1.6300	1.6550	1.7333
11	1.4180	1.4430	1.4680	1.5480	1.5730	1.6530	1.6780	1.7030	1.7866
12	1.4560	1.4810	1.5060	1.5910	1.6160	1.7010	1.7260	1.7510	1.8400
13			1.5440	1.6340	1.6590	1.7490	1.7740	1.7990	1.8933
14					1.7020	1.7970	1.8220	1.8470	1.9466
15					1.7450	1.8450	1.8700	1.8950	2.0000

APPENDIX C

EXTRA DUTY SCHEDULE

C.1 Curriculum Related Positions

C. 1.1 The annual stipend for the following curriculum related positions shall be as indicated below:

	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>
▪ Computer Resource Teacher	\$1033	\$1053	\$1074
▪ Family Engagement Coordinator	\$1033	\$1053	\$1074
▪ TAG Resource Teacher	\$1047	\$1068	\$1089
▪ Math Resource Teacher	\$1047	\$1068	\$1089
▪ MS Testing Coordinator	\$1047	\$1068	\$1089

- Computer Resource Teachers shall also receive and accumulate one (1) day of release time for every forty (40) workdays. These release days may be used in half-day increments.
- TAG Resource Teachers shall also receive and accumulate two (2) days, or four (4) half-days per year of release time with administrative approval. Days to be used for TAG testing, writing individual learning plans, and staff development opportunities.
- Math Resource Teachers shall also receive two (2) half-days of release time per year with administrative approval. The half days will be used for planning and preparation related to fulfilling responsibilities for this extra duty position.

C.1.2 The hourly stipend for the following curriculum related positions shall be as indicated below:

	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>
▪ Curriculum Work/Bldg. Inservice	\$38.48	\$39.25	\$40.03
▪ Traffic Safety	\$38.08	\$38.84	\$39.62
▪ Textbook Adoption	\$38.08	\$38.84	\$39.62
▪ Committee Chairperson	\$40.32	\$41.12	\$41.95

C.2 Teacher Specialist

C.2.1 The Teacher Specialist position is an extra duty assignment that employees may be appointed to during a school year, as the need is identified. The District recognizes this licensed position to be for the purpose of assisting teachers and administrators in the developing, achieving and maintaining the best possible services for students. The Teacher Specialists include, but are not limited to, those listed below:

- School to Work Experience Coordinator
- College Counseling Coordinator
- Student Services

- Middle School Athletic Coordinator
- Alternative Education
- TAG Coordinator
- High School Curriculum Resource
- Drug and alcohol
- Assessment
- Student Management
- Music
- Computer
- Teen Parenting
- Community Work Experience Coordinator
- SAT Coordinator
- Advanced Placement Coordinator

C.2.2 The Teacher Specialist shall receive a stipend in compensation for work assigned by the supervising administrators and required to be done outside the regular workday.

C.2.3 The supervisor and Teacher Specialist shall meet to determine cooperatively, the expectations and approximate hours required for these duties. They shall be compensated for any work agreed upon by the supervising administrator(s) and required to be done outside the regular workday. They shall be compensated at their normal per diem rate, based on time cards submitted by the Specialist. Each plan must be approved by the building principal to assure budget capacity to receive a stipend in compensation for work assigned by the supervising administrators and required to be done outside the regular workday.

C.2.4 When any Teacher Specialist position is going to be filled because of the addition of such a position or because a vacant position is to be filled, the following process will be followed:

C.2.4.1 If the position is a full-time assignment, it will be advertised the same as any other position, according to Article 8. The stipend or per diem pay, if any work outside of the regular workday is required and is performed, shall automatically attach to the employee selected for the position.

C.2.4.2 If the position is limited to persons in a single building, or to a certain portion of the staff in one or two buildings, the supervisor will contact the individuals who are eligible to determine their interest in the extra duty position.

C.2.4.3 If the position is not limited as described above, but could be performed by any employee with appropriate interest and qualification, the position will be posted as in Article 8.

C.3 Department Head Stipend

C.3.1 Employees serving as Department heads at the high school will receive either an annual stipend (as in C.3.2) or one period release time for department head work. The option shall be approved by the high school principal.

C.3.2 The annual Department Head Stipends shall be based on the number of FTE in the department as follows:

	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>
▪ Up to 2 FTE	\$1590	\$1622	\$1655
▪ 2.1 to 4 FTE	\$1970	\$2009	\$2050
▪ 4.1 to 6 FTE	\$2366	\$2414	\$2462
▪ 6.1 to 8 FTE	\$2697	\$2751	\$2806
▪ 8.1 to 10 FTE	\$3029	\$3090	\$3152
▪ 10.1 to 12 FTE	\$3285	\$3350	\$3417
▪ 12.1 to 14 FTE	\$3621	\$3693	\$3767
▪ 14.1 to 16 FTE	\$3907	\$3986	\$4065
▪ 16.1 18 FTE	\$3927	\$4005	\$4085
▪ 18.1 to 20 FTE	\$4588	\$4680	\$4774

C.4 Elementary Addendums

C.4.1 The annual stipend for the following elementary positions shall be as indicated:

	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>
▪ Bldg. Resource Teacher	\$1044	\$1065	\$1086
▪ Safety Patrol	\$533	\$544	\$555
▪ Outdoor Education	\$983	\$1003	\$1023

C.4.2 The hourly stipend for the following elementary programs shall be as indicated:

	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>
▪ Building Inservice	\$30.24	\$30.84	\$31.46

C.4.3 The per-program stipend for the following elementary positions shall be as indicated:

	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>
▪ Elementary Music	\$348	\$355	\$362
▪ Elementary Band	\$348	\$355	\$362
▪ Elementary Track	\$348	\$355	\$362

C.5 Middle School Addendums

C.5.1 The annual stipend for the following middle school positions shall be as indicated:

	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>
▪ Yearbook	\$695	\$709	\$724

C.5.2 The per-program stipend for the following middle school positions shall be as indicated:

- | | |
|--|--|
| <p>A. Head Football Coach
Head Basketball Coach
**Head Instrumental Coach</p> <p>B. Head Baseball Coach
Head Wrestling Coach
Head Track Coach
Head Dance Team Coach
Head Soccer Coach
Head Softball Coach
Head Volleyball Coach
ASB Advisor
Head Varsity Rally Advisor</p> <p>C. Head Swimming Coach
Head Cross Country Coach
Head Water Polo Coach
**M.S. Athletic Director
*Head Tennis</p> <p>D. Assistant Football Coach
D. Assistant Basketball Coach
Assistant Wrestling Coach
Assistant Track Coach
Assistant Baseball Coach
Assistant Softball Coach
Head Ski Coach
Head Tennis Coach
Head Vocal Music
Head Forensics Coach
Assistant Soccer Coach
Assistant Volleyball Coach
Assistant Instrumental Music
JV Rally Advisor
Freshman Rally Advisor</p> | <p>E. Head Middle School Football Coach
Assistant Swimming Coach
Assistant Dance Team Coach
Assistant Forensics Coach
Annual Advisor
Head Golf Coach
School Paper Advisor
Academic All Stars
Assistant Water Polo Coach
Assistant Tennis</p> <p>F. Head Middle School Coaches
Class Advisor
Aerie Advisor
FBLA
DECA
International Club Advisor
Middle Sch. Student Council Advisor
Student Store (year-round)</p> <p>G. Assistant Middle Sch. Coach
Color Guard
Link Advisor (2)</p> <p>H. Drama Club Advisor
Heliacal Advisor
Earth Club
Art Club
MECha
Electric Car Club</p> |
|--|--|

**This stipend is paid for each semester.

Extended Season—For athletic or activity team(s) who qualify for State play-offs sponsored by OSAA, head and varsity coach(s) will be paid 5% of their personal extra-duty pay for that assignment per week beginning with Monday of the first week of any state play-off season. The pay will increase to 7.5% of their personal extra-duty pay for that assignment for any subsequent week of the state play-off season.

APPENDIX D

JOB SHARING POLICY & AGREEMENT FORM

Code: GCEC
Adopted: 4/09/14

JOB SHARING POLICY

The Board determines when job-sharing is an appropriate personnel practice and directs the superintendent to establish procedures for job-sharing as an employment option, subject to the following guidelines:

1. Responsibility for determining whether or not a job is to be shared will rest with the superintendent or his/her designee;
2. The program's effectiveness and efficiency must be the primary consideration in determining whether a job is to be shared;
3. The results of job-sharing will not be detrimental to the district's goals and philosophy;
4. The district's overall cost of a job-share shall not exceed that of one full-time equivalency (1.0).

END OF POLICY

Legal References: ORS 332.107 Eugene Education Association v Eugene School District 4J, Case Nos. UP-8-87 and UP-18-87,9 PECBR 9391 (1987); rev'd 91 Or App.72 (1988); vacated and remanded 306 Or.659 (1988).

JOB SHARING AGREEMENT FORM

Job sharing is considered an appropriate personnel practice in certain limited situations providing it ensures quality educational experiences to all involved students, continues effective instructional services, and maintains the same level of curriculum offerings as provided prior to the establishment of a job-sharing assignment at no increased cost. Job share assignments are defined as certified positions that were previously held by full-time employees and may be assumed by two staff members instructing the same students. In reference to Board policy GCEC, implementation of a job-sharing assignment requires completion of the following agreement:

A. GENERAL ASSIGNMENT

1. Assignment: The job share assignment is _____

2. Duration: This agreement is for the _____ school year.
3. Compensation and Fringe Benefits: Job share teachers will be subject to the rights and benefits of the negotiated agreement. The amount of fringe benefits that are due a full-time teacher shall be prorated pursuant to the existing collective bargaining agreement.
4. Teacher Status: We acknowledge that we both will have the status of part-time teachers and will retain only the rights as indicated in ORS 342.845. Teaching experience shall be credited at half-time each.
5. Work Day and Benefits: Both teachers acknowledge and consent that the work they will be required to do under this contract, such as dual appearance at faculty meetings and the like, will not be compensated as extra work. The teachers agree that the cost to the district of fringe benefits to both of them shall not exceed the total cost to the district of fringe benefits for one full-time teacher. If the benefits do exceed such costs, the teachers shall bear the extra costs themselves on an equal basis.
6. Position Openings: Teachers working part time in the job share assignment under this agreement will be entitled to bid for other position openings within the district. However, there is no guarantee or right by the job share teacher to such openings although they will be considered. If one teacher accepts a full-time position, there is no obligation to continue the job share agreement for the other job share teacher on a job share basis.
7. District Meetings: Both teachers will attend all district meetings.

JOB SHARING AGREEMENT –GCEC—AR (cont’d)

8. Principal Approval: The proposed job-sharing assignment must have the approval of the building principal. If the building principal denies the request, the job share teachers making the application may request a voluntary transfer through the human resources office.

B. TEACHER TEAM RESPONSIBILITIES

1. Report Cards: Each teacher will be responsible for grading in his/her area. The morning teacher will keep attendance and lunch count. A coordinated effort will be made on social aspects of grading.
2. Field Trips: If field trips overlap from morning to afternoon, both teachers will be in attendance.
3. Programs: Both teachers will be present at all school programs.
4. Parent Contact: Parents will be contacted by individual teachers as problems arise. If it is a problem common to both teachers, a conference between both teachers and the parent will be arranged.
5. Parent Conference: Both teachers agree to conduct scheduled parent conferences for their students or an equal number of students depending on the circumstances relating to their teaching assignment.
6. Planning Time: Teachers will be scheduled so that they will have a minimum amount of designated time to plan together.
7. Room Arrangement: Both teachers will cooperate to plan and implement a pleasant learning environment.
8. Discipline: Prior to the start of school, room standards will be arranged by mutual agreement. An attempt will be made for consistent discipline.
9. Substitute Teachers; At the beginning of the school year, both teachers will agree to an arrangement for substitute teachers to cover their particular assignment. This agreement is subject to the approval of the principal.
10. Pre-approved Leave or Extended Leave:
 - a. A job-share teacher shall be compensated at a daily substitute rate, if a pre-approved leave or extended leave is ten (10) consecutive days or less.
 - b. If a job-share partner is on a pre-approved leave of absence for more than ten (10) consecutive days, on the eleventh day, the teacher who has been

working in a full-time capacity, will receive full-time teaching salary and benefits, until the partner who is absent returns.

- c. The job-share teacher who has worked as a full-time teacher while his/her partner has been on a leave of absence or is absent for ten (10) consecutive days or more, will receive on the eleventh day, full-time teaching salary, retroactive to the first day worked.
- d. The job-share teacher who has worked as a full-time teacher while his/her partner has been on leave of absence or is absent for ten (10) consecutive days or more, will receive on the eleventh day, prorated sick leave hours retroactive to the first day worked.

C. BUILDING RESPONSIBILITIES

- 1. Faculty Meetings: Both teachers will attend all regularly scheduled faculty meetings as requested by the principal.
- 2. Building In-Service: If job share teachers are required by the building principal to attend a building in-service activity, the principal shall notify the job share teachers at least two weeks prior to the scheduled in-service activity. The principal may release job share teachers from schedule building level in-service activities.
- 3. Beginning – and – End-of-year Tasks: Cumulative folders, inventory, room cleanup, etc.: teachers shall share responsibilities on the first and last work day.
- 4. Teaching Hours: May be reversed at the trimester/semester, if both teachers and principal agree.

Teacher _____ Date _____

Teacher _____ Date _____

Principal _____ Date _____

HR Director _____ Date _____

Superintendent _____ Date _____

APPENDIX E

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE EAST COUNTY BARGAINING COUNCIL/ CENTENNIAL EDUCATION ASSOCIATION
AND THE CENTENNIAL SCHOOL DISTRICT
2022-2025
REGARDING CLASS SIZE AND CASELOAD

The District and Association agree that the pupil-member ratio is an important factor in maintaining quality education and agree to establish a class size committee to address concerns from members and/or administrators regarding class size issues.

As per Article 12.2, a member who believes their workload is excessive compared to other members in the District may discuss the situation with the principal. If not satisfied with the response at this level, the member may discuss the matter with the Assistant Superintendent and may suggest option(s) for the District's consideration. The member, upon request either to the Association representative or to the Assistant Superintendent, will have their concern addressed by the class size committee. In lieu of a class size committee, the Association president or designee will meet with the Director of Human Resources to address the concern. The member and the CEA president will receive a response from the class size committee within twenty (20) school days.

In addition, the following class size thresholds have been established.

Elementary Classrooms:

The following class enrollment thresholds shall be established with the expectation of providing overload pay to individual classroom teachers if the classroom enrollment exceeds these thresholds by 50% or more of any trimester. If the classroom enrollment exceeds the thresholds by one (1) to three (3) students, the District shall pay five hundred dollars (\$500) if the employee is over the threshold for 50% or more of the trimester. Alternatively, if the classroom enrollment exceeds the thresholds by four (4) or more, the District shall pay six hundred dollars (\$600) if the classroom enrollment is over the threshold for 50% or more of any trimester.

Position	Class Student Enrollment Threshold	Overload Pay \$500 per trimester	Overload Pay \$600 per trimester
K	27	28-30	31 or more
1	28	29-31	32 or more
2	30	31-33	34 or more
3	31	32-34	35 or more

4	34	35-37	38 or more
5	35	36-38	39 or more

Counselors/Child Development Specialists:

The following caseload thresholds shall be established with the expectation of providing overload pay to individual employees if student caseload numbers exceed these thresholds. If the caseload exceeds the thresholds, the District shall pay five hundred dollars (\$500) each trimester if the educator is over the threshold for 50% or more of any trimester.

Position	Case load
Elementary	1:525
Middle	1:475
High School	1:400

Middle School and High School:

The following classroom enrollment thresholds shall be established with the expectation of engaging in a workload relief conversation, as outlined in Article 12, if student enrollment exceeds these thresholds.

Position	Daily Student Count
Middle School	For Core ELA, Math, Science, SS Classes Only, 175 for a 5-period day/ 210 for 6 period day
High School	For Core ELA, Math, Science, SS Classes Only, 175 for a 5-period day

Learning Specialists:

The following caseload thresholds shall be established with the expectation of engaging in a workload relief conversation, as outlined in Article 12, if student enrollment exceeds these thresholds.

Position	Daily Student Count
Learning Specialist	32
Self-Contained	13

This Memorandum of Understanding shall expire on **June 30, 2025**.

For the ECBC:

Hy-M Nord 10/3/2022
 ECBC President/Date

Deena Currie 10/5/2022
 CEA President/Date

[Signature] 10/3/2022
 CEA Bargaining Chair/Date

For the District:

James Owens 10/3/2022
 Superintendent/Date

Dr. Tasha Katsuda 10/5/2022
 Director of Human Resources/Date

Rose Polowski 10/4/2022
 Board Chair/Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE EAST COUNTY BARGAINING COUNCIL/ CENTENNIAL EDUCATION ASSOCIATION
AND THE CENTENNIAL SCHOOL DISTRICT
2022-2025
REGARDING ELEMENTARY PREPARATION TIME

The following language applies only to elementary schools. For the 2022-2023 school year, the district is guaranteed up to one hundred eighty (180) minutes a week twice a month and one hundred twenty minutes (120) twice a month for staff meetings, late start staff development, and other District directed meetings. For months that have more than four (4) weeks, the district will not exceed ten (10) meetings for the month. Coaching sessions that are requested by members or directed as a Plan of Assistance will not count towards the 180/120 minutes, nor shall IEP or IEP related meetings or School Intervention Problem Solving team meetings. Weeks with less than five (5) working days will be prorated.

The school year following the completion of the elementary school gyms, full-time elementary members shall receive preparation time of no less than one hundred fifty (150) minutes per week during student contact time in blocks of no less than thirty (30) uninterrupted minutes per day. On days with no scheduled preparation time, members will receive a fifteen (15) minute relief break scheduled by the building administrator.

During the 2022-2023 a task force will be comprised of equal parts representatives selected by CEA and the District to create recommendations for elementary preparation time to provide at least an additional 30 minutes per week of preparation time. The work could include the number of district directed meetings, adding additional prep time before, during, or after the student contact day, and/or adjusting days on the calendar.

Once the task force completes their work, recommendations will be reported to the bargaining chairs of CEA and the District, to be drafted for review and approval. If no recommendations are made during the 2022-2023 school year, the district will continue to provide preparation time of one hundred eighty (180) minutes a week twice a month and one hundred twenty minutes (120) twice a month for staff meetings, late start staff development, and other District directed meetings.

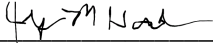
At the end of the 2022-2025 contract term, status quo for bargaining shall be contract language, as follows:


Preparation Time

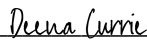
The District is guaranteed up to one hundred eighty (180) minutes a week for staff meetings, late start staff development, and other District directed meetings. Coaches sessions that are requested by members or directed as a Plan of Assistance will not count towards the 180 minutes, nor shall IEP or IEP related meetings or School Intervention Problem Solving team meetings. Weeks with less than five (5) working days will be prorated.

This Memorandum of Understanding shall expire on **June 30, 2025** or upon implementation of workgroup recommendations, whichever comes first.

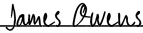
For the ECBC:

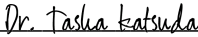
 10/3/2022
ECBC President/Date

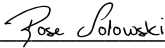
 10/3/2022
CEA President/Date

 10/5/2022
CEA Bargaining Chair/Date

For the District:

 10/3/2022
Superintendent/Date

 10/5/2022
Director of Human Resources/Date

 10/4/2022
Board Chair/Date

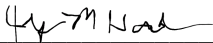
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE EAST COUNTY BARGAINING COUNCIL/ CENTENNIAL EDUCATION ASSOCIATION
AND THE CENTENNIAL SCHOOL DISTRICT
2022-2025
REGARDING THE HB 2001 TASK FORCE

A task force will be composed of equal parts representatives selected by CEA and the District to make recommendations to codify the protocols and processes for HB 2001 as it relates to a Reduction in Force, as outlined in Article 10.

Recommendations will be reported to bargaining chairs of CEA and CSD by March 24, 2023 to be drafted into an MOU that will be incorporated into the collective bargaining agreement following successor negotiations.

This Memorandum of Understanding shall expire on **June 30, 2023**.

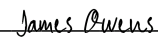
For the Association

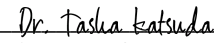
 10/3/2022
ECBC President Date

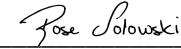
 10/5/2022
Centennial EA Bargaining Chair Date

 10/3/2022
Centennial EA President Date

For the District

 10/3/2022
Superintendent Date

 10/5/2022
Director of Human Resources Date

 10/4/2022
Board Chair Date

MEMORANDUM OF UNDERSTANDING
 BETWEEN
 THE EAST COUNTY BARGAINING COUNCIL/ CENTENNIAL EDUCATION ASSOCIATION
 AND THE CENTENNIAL SCHOOL DISTRICT
 2022-2025
REGARDING THE LEFTOVER INSURANCE POOL FUNDS

17.5.1 Leftover Insurance Pool Funds

Any amount of district contributions not utilized to pay for insurance premiums through OEBC 219 shall be proportionally given back to members who contributed to the pool. Before the proportions are determined, the district shall receive a percentage of these funds based on the table in 17.5.1.1.

17.5.1.1

School Year	Leftover Pool Percentage to District
2022-2025	10%

The proportion given back to members will be determined based on how much the member donated compared to the total donated pool. This payment will be given to such members in the form of employer-funded health flexible spending account (FSA) or limited flexible spending account (LFSA), up to the allowable IRS limit and if the member is eligible for these accounts based on IRS tax code or other regulatory requirements, and if allowable by the District's FSA/LFSA provided/vendor. A member must contribute to the pool during open enrollment, and be eligible to receive a minimum of \$20 per month, per the calculation, to be eligible to receive funds as described in this section. Payments will begin with the January payroll following open enrollment and will continue through June payroll of the same year. Retroactive payments will be made.

If not allowable or if contributions are unable to be made, CSD and CEA bargaining chairs will meet to discuss options.

This Memorandum of Understanding shall expire on **June 30, 2025**.

For the Association

[Signature] 10/3/2022
 ECBC President Date

[Signature] 10/5/2022
 Centennial EA Bargaining Chair Date

[Signature] 10/3/2022
 Centennial EA President Date

For the District

[Signature] 10/3/2022
 Superintendent Date

[Signature] 10/5/2022
 Director of Human Resources Date

[Signature] 10/4/2022
 Board Chair Date