

AN AGREEMENT
Between
BOARD OF DIRECTORS
ADMINISTRATIVE SCHOOL DISTRICT 47J
Vernonia, Oregon
And
VERNONIA EDUCATION ASSOCIATION
July 1, 2021 - June 30, 2023

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Article 1 - Preamble

- 1.1 This Agreement is entered into between the Board of Directors on behalf of Administrative School District 47J, Vernonia, Columbia County, Oregon, hereinafter referred to as the "District" and the Vernonia Education Association, hereinafter referred to as the "Association."
- 1.2 The intent of this Agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours and conditions of employment for all teaching personnel included in the bargaining unit.

Article 2 - Recognition

- 2.1 The District recognizes the Association as the exclusive bargaining representative on wages, hours and conditions of employment for all regular licensed personnel employed at .5 FTE or greater by the District and not specifically excluded.
- 2.2 Administrators, supervisory personnel, confidential employees, substitute, and independent contractors are specifically excluded from the bargaining unit.
 - a. Temporary Teacher: Any teacher who has been employed to fill a position designated as temporary or experimental or to fill a vacancy which occurs after the opening of school because of unanticipated enrollment or because of the death, disability, retirement, resignation or dismissal of a contract or probationary teacher, or for a teacher on approved leave of absence.

Temporary teachers working between one and 60 days will not be considered a part of the bargaining unit. Beginning day 61, temporary teachers will be considered members of the Vernonia Education Association bargaining unit for all aspects of this Agreement excluding unpaid leaves, and layoff.

Temporary teachers who are employed for at least 135 days in a school year will receive credit for a full year toward satisfaction of their probationary period, if hired for the following school year.

For the purpose of this definition, "days" shall mean teacher working days.

- 2.3 The purpose of this article is to recognize the right of the bargaining agent to represent employees in the bargaining unit in negotiations with the District. Granting of recognition is not to be construed as obligating the District in any way to continue any functions or policies. The District reserves the right to create, combine or eliminate any positions as, in its judgment, is deemed necessary.
- 2.4 All bargaining unit members, whether or not they are dues paying members of the Association, shall be equitably covered by the collective bargaining agreement that is bargained by the Association.
- 2.5 All VEA members employed during the 2008-09 school year shall receive prorated benefits if their FTE is between .5 and .66 with full benefits beginning at .67 for as long as they are employed by the district. Benefits for members hired after the 2008-09 school year shall be prorated based upon FTE from .5 to .75. At .76 FTE the member

shall receive full benefits. Beginning with the 2013-14 school year, when a member's FTE is adjusted by one period (of a seven period day at the middle or high school level) their FTE shall be adjusted by 0.12 and they shall be expected to attend all professional development and teacher work days.

Article 3 - District Functions

- 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 Constitution of the State of Oregon.
- 3.2 The Board reserves the right to subcontract for specialized assignments with the following limitations that:
 - A. No one in the bargaining unit has the required qualifications to perform the assignment as determined by the District;
 - B. The task will be an assignment of not more than one school year.
- 3.3 It is not the intent that any future employment of this right would be used to reduce the level of employment of any members of the bargaining unit.
- 3.4 Such assignments with accompanying job descriptions shall be posted on the bulletin boards in every employee lounge in the District for not less than seven (7) days before the position is filled.
- 3.5 Interested applicants for such positions from within the bargaining unit shall be granted an interview.
- 3.6 The District will encourage employee participation in policy formulation.
- 3.7 Vacant positions will be advertised on the TalentEd job listing web site. Postings may also be advertised at other sites or at the educator's job fair.
- 3.8 If no qualified applicant is found by July 15th, the District can then sub-contract with the NWRESA to fill a vacant position.

Article 4 - Nondiscrimination

- 4.1 The Association and the District affirm their adherence to the principles of free choice and agree that they shall not discriminate against any employee covered by this Agreement because of, race, color, national origin, religion, sex, age, marital status, disability of the employee, sexual orientation or membership or non-membership in the Association.

Article 5 - Association Privileges and Limitations

- 5.1 The Association and its members, as individuals or as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppage, or slowdown, picketing, or any other restriction of work during any period of time covered by this Agreement.

- 5.2 In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Association will immediately, upon notification, attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth in the first paragraph of this article shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or whether such subject matter is or is not subject to the grievance provisions of this Agreement.
- 5.3 There will be no lockout of employees in the unit by the District as a consequence of any labor dispute arising during the period of this Agreement.
- 5.4 Unless otherwise provided in this Agreement, the internal business of the Association shall be conducted by the employees during their non-duty hours except in those cases in which permission for an earlier meeting has been granted by an administrator in advance.
- 5.5 Association representatives, upon request of the Association, shall be granted up to an aggregate of five (5) days non-accumulative leave without pay to attend to Association business. Such leave must be pre-arranged with the Principal(s).
- 5.6 The District agrees that the personal life of a member shall not be a basis for concern unless some personal activities prevent the member from satisfactorily performing his/her assigned functions during the work day.

Members shall be entitled to full rights of citizenship. Outside the work day, no religious or political activities, or the lack thereof, shall be grounds for the dismissal or disciplining of any member, provided that such activities do not violate any state or federal law.

Article 6 - Calendar

- 6.1 It is recognized that the District has the responsibility to set the annual school calendar. Prior to the adoption of the calendar, a proposed calendar will be referred to the Association for advice and recommendation. The Association shall have the opportunity to recommend professional growth activities for District sponsorship.
- 6.2 With the exception of other minimally scheduled duties, one full day at the end of each grading quarter will be non-student contact for employees to do report cards.
- 6.3 The basic salary schedule for licensed personnel shall be based upon the District school calendar adopted in April 2021. The District may extend the contract two (2) days for any or all of the employees at the Districts discretion. Employees will be notified by June 1 of the additional dates. Employees will receive per diem pay based on their contracted salary.
- 6.4 In the event of that the scheduled school year calendar days of contracted services are not completed, the District may, at its option, adjust calendar dates of service or reduce the contracted salary of each affected employee by each members' contracted daily rate.
- 6.5 When schools are closed because of inclement weather, ice, snow or other emergencies, or hazardous conditions, employees shall not be required to report to

work. At the District's option, such days may be required to be made up. Staff will be informed of make-up days, not later than May first, or within one week of school resuming should the closure occur after May first. There will be no additional pay for work on any scheduled makeup days but employees who had already scheduled an approved leave when an emergency was declared shall have their leave reinstated.

- 6.6 The following school holidays will be included as part of the licensed personnel's contracted days of service: Labor Day, Veterans' Day, Thanksgiving Day, Martin Luther King Jr. Day, President's Day and Memorial Day.
- 6.7 Vacations will normally be scheduled on the day following Thanksgiving, a period from approximately Christmas Day through New Year's Day, and for approximately one week in the spring. Statewide professional in-service day may be included in the school calendar as an unpaid vacation day. Employees will not be required to be on duty during vacation periods nor will vacation periods be counted in the number of days of contracted service or for payment of salary or other benefits.

Article 7 - Sick Leave

- 7.1 Sick leave is defined as absence from duty because of an employee's personal illness or injury, or the injury or illness of a household member and is subject to the following provisions:
 - A. Number of Days: Ten (10) days of sick leave with full pay, in accordance with ORS 332.507, will be granted to each full-time, licensed employee each school year, or one day per month employed, whichever is greater.
 - B. Accumulations: Unlimited accumulation of unused sick leave is allowed. Such leave shall accumulate at the rate of ten (10) days per school year and it shall be credited to the employee at the beginning of each school year.
 - 1. If, at the beginning of a school year, an employee, previously employed for at least one school year, is ill and unable to resume their teaching duties, and such employee has unused accumulated sick leave at the end of the prior year, they will be allowed to use such previously accumulated sick leave days while they remain ill and unable to work. The employee may, at their option, elect to use such accumulated leave to apply to the previous absence from duty.
 - 2. Should an employee be terminated before ten (10) months of employment and should that employee have used more sick leave days than accumulated at the set rate, appropriate pro-rated deductions will be made from the final paycheck.
 - C. Extended or Chronic Illness: A employee returning from any illness may be required to submit to a medical examination at the expense of the District or furnish a medical doctor's certificate of health prior to returning to work to safeguard the health of students and fellow workers. Any employee who has a poor health condition of a chronic or continuing type must, upon request of the Superintendent, authorize their doctor to report in writing to the administration,

their opinion as to the ability of said employee to carry out his/her duties as an employee of the District.

D.

1. Accrued sick leave can be used to maintain the member's salary during periods of personal illness, or the illness of a child under 18 living in the member's home. After 5 consecutive days of personal illness, the employee will be required to obtain a doctor's release to return to work.
 2. A member's accrued sick leave may also be used under Family Medical Leave Act/Oregon Family Leave Act (FMLA/OFLA) for: Sick Child, Illness in Family, Parental Leave, Bereavement Leave, Military Exigency, and other leaves as defined in ORS 659A.270 -659A.285.
 3. Under ORS 653.601-661, "Sick Time", a member may use 40 total hours of their accrued personal Sick Leave to care for a sick family member(s) before being required to complete FMLA/OFLA application. Members will be required to complete FMLA/OFLA paperwork for the determination of eligibility to use leave for these purposes in excess of a total of 40 hours for all use related to any "family member(s)".
 4. "Family member" is defined in statute as the employee's:
 - i. Spouse or same-gender domestic partner
 - ii. Parent, Parent-in-law, or parent of employee's same gender domestic partner
 - iii. Child, step-child, or child of employee's same-gender domestic partner
 - iv. A person with whom the employee is or has been *in loco parentis to; or was previously in loco parentis of
 - v. Grandparent or grandchild of the employee
- * "In loco parentis" means the place of a parent, having financial or day to day responsibility for the care of a child. A legal or biological relationship is not required.

Article 8 - Emergency Leave

8.1 Bereavement and Critical Illness:

- 1 Up to five (5) days of paid leave will be granted to cover absences due to a critical illness or death in the family member, as defined below, or to enable the employee to be with members of the family when an emergency occurs due to critical illness, serious accident, or death. One-day emergency leave may be allowed for any relative if approved by the Superintendent.

- * Members of the immediate family are defined as spouse/significant other, children inside and outside the household, grandchildren, grandparents, mother, father, brother, sister, the same family members by marriage, members of the family living within the household, or legal dependents.

2. An employee may qualify for ten (10) days bereavement leave under Oregon Family Leave Act. Eligibility determination is made by OFLA application.

a. "Family member" is defined in statute as the employee's:

- i. Spouse or same-gender domestic partner
- ii. Parent, Parent-in-law, or parent of employee's same gender domestic partner
- iii. Child, step-child, or child of employee's same-gender domestic partner
- iv. A person with whom the employee is or has been *in loco parentis to; or was previously in loco parentis of
- v. grandparent or grandchild of the employee

b. The leave is limited to 10 days total per occurrence, and must normally be completed within 60 days of the date the employee learned of the death. This leave may be taken non-consecutively. Requests for use of this leave outside the 60 day window shall be made to the Superintendent.

Bereavement leave will count toward the total amount of OFLA eligible leave. If the member qualifies for bereavement under OFLA, the member may use accrued sick leave for the five (5) days not covered under part 1 above.

8.2 Other requests for emergency leave should be made to the Superintendent. If the Superintendent denies a leave request, the employee may appeal to the school board in executive session. In cases of family illness, the employee is expected to make arrangements for the care of the family member and return to work as soon as is possible.

Article 9 - Personal Leave

9.1 Employees will be granted up to three (3) days of personal leave per school year. This leave shall not be restricted in its use, nor shall an employee have to state the reasons for such leave. Unused personal leave will be reimbursed at the employee's daily rate in the June paycheck as salary.

Personal leave must be approved in advance by the Principal and may be subject to the availability of a substitute. Such leave will not be used during the last five (5) student contact days.

- 9.2 An employee intending to use personal leave shall give the Principal twenty-four (24) hours' notice, except in case of emergency.
- 9.3 At the request of the Association, the Board may authorize the transfer of personal leave from one employee to another, not to exceed one donated day per employee. The transfer will be done on a voluntary basis and the names of the employees authorizing and not authorizing the transfers will be kept confidential. All unused donated leave will revert to the donor.
- 9.4 A leave of absence without pay for up to one (1) year may be granted to an employee by the District. Additional years or partial years may be requested. A leave of absence may be granted to an employee by the school board.

Article 10 - Professional Meetings, Workshops, Visitations

- 10.1 Attendance at professional meetings, workshops, institutes, and visitations to exemplary programs and projects scheduled during school time or non-school time and considered of importance to both the employee and the District is encouraged.
- 10.2 Prior written approval shall be required for both attendance and reimbursement. Employees will receive 100% reimbursement on all fees for workshops with administration approval. Fees include workshop meals. When the District requests an employee to attend an overnight workshop or conference, the District will pay cost of lodging. When the District requires an employee to attend a meeting, the District will reimburse for meals as per District policy. The employee will provide receipts for all expenses to be reimbursed.
- 10.3 The Superintendent may provide for a partial advance on expected reimbursement fees.

Article 11 - Jury/Witness Leave

- 11.1 An employee shall be granted leave with pay for service upon a jury; provided, however, that the compensation paid to such an employee for the period of leave may be reduced by the amount of compensation received by the employee for such jury service, exclusive of mileage fees, and upon being excused from jury service during any day the employee shall immediately return to complete his/her assignment for the remainder of his/her regular workday.
- 11.2 Full salary shall be paid to any employee appearing before a court, legislative committee, or other judicial body as an agent of the District or as a witness in any proceeding when such appearance is in response to a subpoena or at the specific request of the District. Any salary paid to the employee may be reduced by an amount equal to any compensation the employee may receive as a witness or related fees.
- 11.3 The provisions of Article 11 will not apply in those instances where the employee or the Association is a complaining party against the District.

Article 12 - Parental Leave

- 12.1 The District will abide by the provisions of the Federal Family Leave Act and the Oregon Family Leave Act. During such leave, the employee shall use any sick leave or personal

leave they may have accumulated. Exceptions on the mandatory use of paid leave may be approved by the Superintendent. An employee on OFLA/FMLA leave shall retain the same position or to a position similar to the previous teaching assignment.

- 12.2 The granting of any voluntary leave of absence included in this article shall make the employee ineligible for any other form of leave except as provided in ORS 659.360 during the entire period of time from the effective date of the voluntary leave until the date of actual return to active duty.

Article 13 - Sabbatical Leave

- 13.1 The District may authorize sabbatical leaves with payment up to one-half (1/2) of a employee's regular salary for the purposes of independent study, enrollment in college or for any other purpose which, in the judgment of the District, would be of significant value to the District. Sabbatical leave is only available to employees who have been employed full time in the District for the past seven (7) consecutive years. The District retains the discretion to grant or deny any sabbatical leave request.
- 13.2 Appropriate procedures shall be adopted by the District for the administration of sabbatical leaves.

Article 14 - Use/ Misuse of Leave

- 14.1 Use of any pre-approved leave for which a non-staff substitute is required must be taken in 4 hour increments.
- 14.2 Any misuse of paid or non-paid leave from the assigned duties through fraud, deceit, or falsified statements shall be considered gross negligence and the employee shall be subject to disciplinary action, such as unpaid leave and/or dismissal, depending on the severity of the offense.

Article 15 - Funding

- 15.1 The parties to this Agreement recognize that revenue needed to fund the compensation provided by this Agreement must be approved by established budget procedures. Such funding must be within allowable taxing and/or expenditure limitations imposed by legislative acts and/or constitutional provisions. However, the District agrees to make a good faith effort to provide funding alternatives for this Agreement within such tax/expenditure limitations.
- 15.2 All such compensation is therefore contingent upon sources of revenue, property tax or expenditure limitations. The District has no intention of reducing the compensation specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The District agrees to include in its budget requests, if this Agreement is mutually ratified prior to budget timelines, an amount sufficient to fund the compensation provided in this Agreement.

Article 16 - Savings Clause

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

Article 17 - Student Discipline

- 17.1 When, in the judgment of an employee, a student's behavior is seriously disrupting the instructional program to the detriment of other students, the employee may temporarily exclude the student from the classroom and send the student to the office.
- 17.2 The Principal or administrative representative shall assess the situation and, if the student is readmitted to the class after having been removed from the classroom for the equivalent of one full school day or more, or if the student was removed for a student or staff safety issue, the employee, the Administrator, and the student will participate in a re-entry conference before the student reenters the classroom. The conference shall be scheduled to minimally impact instruction.
- 17.3 At the request of the employee, the Principal shall schedule a conference with the employee and student to discuss the problem and review appropriate steps for resolution.
- 17.4 The Principal will meet with employees annually during in-service before the start of the school year to discuss and/or review building disciplinary standards and procedures.

Article 18 - Use of Personal Transportation and Reimbursement

- 18.1 No reimbursement will be approved for the use of personal automobiles or other vehicles for school purposes unless approved by the Superintendent in advance on the regular District travel request form. In cases where more than one staff member is attending conferences or activities in the same area, it is expected that a car pool will be arranged. After the travel, a reimbursement request must be turned in to the Superintendent. When private cars are approved by the Superintendent, reimbursement will be based upon actual mileage according to the current Internal Revenue Mileage Reimbursement Rate.
- 18.2 If an employee has to use their private vehicle to fulfill their scheduled work assignment, then the employee will be reimbursed at the I.R.S. rate from their assigned school.

Article 19 - Payroll Periods

- 19.1 Payday for all employees shall be the last business day of the month for which payment is due.
- 19.2 Employees on a regular teaching contract will receive their first paycheck of each school year on the last business day of September. Each employee shall have the option of receiving a draw up to 50% of his/her gross base monthly salary in mid-September.

Employees on extended contracts will receive their first paycheck on the last business day of the month in which their duties begin.

- 19.3 Payment of the contracted salary shall be made in twelve (12) equal installments with checks covering the June, July, and August installments due on the last day in June.

Article 20 - Payroll Deductions

- 20.1 In addition to the payroll deductions required by law and administrative regulations, the following items will be approved by the District for payroll withholding at the option of the employee:
- A. Professional dues;
 - B. Insurance premiums for District and V.E.A. approved insurance programs;
 - C. District-approved, tax-sheltered annuities;
 - D. Uniform payments to the OnPoint Community Credit Union.
- 20.2 The individual employee shall elect, by written statement, to participate in optional payroll deductions indicating the amount of withholding for each item. All such withholdings must be for a specific amount which will be uniform throughout the school year.
- 20.3 Association Dues:
- A. Prior to the first dues deduction of the school year, and then for any employee who becomes a member of the Association after the start of the school year, the Association shall notify the District of bargaining unit members who have elected to have dues deducted from their paychecks and shall identify the dues to be deducted from each. The District shall then deduct one-tenth of such dues from the regular salary check of the teacher each month for ten (10) months, beginning in September. Deductions for teachers who join the Association after the commencement of the school year shall be appropriately prorated so that payments will be completed by payment of the final paycheck. An employee who wishes to terminate dues deduction shall provide the Association with written notice. Notice of termination of dues deduction will become effective on October 1 following the Association's receipt of the written notice. The Association shall be responsible for notifying the District of terminated dues deductions.
 - B. A computer printout of employees on Association dues deductions shall be sent to the Association, together with the remittance due to the United Teaching Profession (i.e., VEA-OEA-NEA), within ten (10) days after the monthly salary check has been received by the employees of the District. The Association agrees to promptly advise the Superintendent of all members of the Association in good standing from time to time, and to furnish any other information needed by the Superintendent to fulfill the provisions of this Article, and not otherwise readily available to the District.

- C. Along with the monthly dues remittance to OEA, the District shall provide to the OEA Membership Specialist an Excel-compatible database with the name of each employee from whom dues deductions had been made, the amount of the deductions, and the District ID which includes the first two letters of the last name and the last five digits of the social security number.
- D. By October 31 of each year, the District shall provide to the OEA an Excel-compatible database with the name of each employee in the bargaining unit (both active members and non-members), date of birth, first date of service, FTE, classification or title, PERS classification, worksite, position on the salary schedule, residential address, and personal phone number. Whenever a new employee is hired into the bargaining unit, the District shall provide the above information within thirty (30) days of hire.

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

- 20.4 The Association agrees to hold the District harmless against any and all claims, suits, orders or judgments brought against the District as a result of the provisions of this article. The District fiscal personnel and procedures will not assume any responsibility for the personal accounting of the individual school employee.

Article 21 - Placement on Salary Schedule

- 21.1 Experience and training gained in other Districts shall be evaluated at the time the employee is initially employed in Administrative District 47J. The Superintendent shall allow credit for such experience and training in relation to its value for the assignment the employee shall have in this District. Only those credit hours earned subsequent to initial certification or a Bachelor's degree shall be considered for credit on the salary schedule.
- 21.2 Experience and academic credits shall be based upon official transcripts and verified experience statements which must be presented prior to the awarding of the original employee contract in this District.
- 21.3 Placement of Career and Technical Education (CTE) teachers on the Salary Schedule:
 - A. Initial Placement: CTE certification shall qualify a teacher for placement in Column I at the step equal to years of work experience in the discipline for which the CTE teacher was hired. CTE teachers with prior teaching experience will also receive step credit for each year of teaching experience, provided that no more than one year's credit will be given for any year. Initial placement of a CTE Teacher with a Masters Degree or higher shall be the Masters Column at the step equal to their experience, as described above.
 - B. Column Movement: CTE teachers will receive credit for movement to the next column based on college coursework, or for approved, documented training

relevant to their discipline and included as part of a Professional Development Plan. Credit for training will be at the rate of 1 credit hour for each 8 hours of training.

Article 22 - Employee Evaluation

- 22.1 The primary goal of the evaluation program is to aid the licensed employee in making continued professional growth and to determine the employee's performance of teaching or other professional responsibilities. The Board will adopt changes in the District Evaluation Handbook with the Association consent.
- 22.2 The District Evaluation Handbook will contain the following:
- A. A probationary employee evaluation shall be based upon at least two observations. Contract employees will be evaluated according to the adopted District Evaluation Handbook. However, a Contract employee may request an annual evaluation at the goal setting stage.
 - B. Job descriptions and performance standards that may include, but are not limited to, other professional responsibilities included in the job description;
 - C. A pre-evaluation interview that includes, but is not limited to, the establishment of performance goals for the employee based on the job description and performance standards;
 - D. Before an administrator conducts a videotaping activity, the administrator will confer with the employee on the reasons for the videotape. A contract employee has the right to request that this videotape be used for the sole purpose of self-evaluation. The contract employee may share the self evaluation videotape with any other party.
 - E. An evaluation based on written criteria that include the performance goals;
 - F. A post-evaluation interview in that the results of the evaluation are discussed with the employee and a written program of assistance for improvement is established if one is needed to remedy any deficiency specified in O.R.S. 342.865 (1)(a), (d), (g) or (h); and
 - G. Peer assistance may be utilized whenever practicable and reasonable to aid employees to better understand the needs of students. Peer assistance shall be voluntary by all parties and subject to the terms of any applicable collective bargaining agreement. No witness or document related to the peer assistance or the record of peer assistant shall be admissible in any proceeding before the Fair Dismissal Appeals Board, or in a probationary employee non-renewal hearing before the School Board under O.R.S. 342.835, without the mutual consent of the District and the employee provided with peer assistance.
 - H. Nothing in this subsection is intended to prohibit the District from consulting with any other qualified experts as determined by the District.

- 22.3 If an employee is determined, by the administrator, to need a program of assistance, such shall be discussed with the employee for the purpose of seeking employee input prior to implementation. When a written program of assistance is completed, the administrator shall notify the employee in writing of satisfactory or unsatisfactory completion.

Article 23 - Distribution

- 23.1 A comprehensive agreement containing the current salary schedule, the current extra-duty schedule, and such other provisions as have been included in the ratified negotiated document is to be signed by the Chairman of the School Board, the Superintendent, and the Association President with a copy given to each member of the licensed staff. New employees will be provided individual copies at the time of employment. The salary schedule will be updated and distributed during in-service prior to the start of the school year.

Article 24 - Early Retirement

- 24.1 Permanent licensed employees in the bargaining unit shall be entitled to early retirement benefits as provided below:

- A. Eligibility for early retirement benefits shall be restricted to those employees who have been employed on a full-time basis in this School District for fifteen (15) consecutive years prior to retirement and who have attained the age of fifty-eight (58) years or have completed thirty (30) years of PERS qualifying service.
- B. The employee shall have given formal notice of the retirement.

- 24.2 Early retirement insurance benefits shall be limited to the following:

- A. Single employee coverage only will be provided in the District-adopted insurance program as established in the Licensed Employees Agreement during each of the first four (4) years for which the retiree is eligible and in accordance with legal guidelines and rules regarding continuation of coverage. This amount will not exceed any dollar limit that may be established in the Agreement.
- B. An employee may elect to continue his/her insurance up to age sixty-five (65) at the employee's expense.
- C. Insurance benefits shall not exceed four (4) years from the date of retirement or to the age of sixty-five (65), whichever comes first.
- D. The retiree shall have the option, subject to the carrier's approval, of adding other dependents to the coverage provided at the sole expense of the individual.

- 24.3 Other retirement benefits shall be limited to the following:

Employees in the District will qualify for a retirement bonus upon reaching the age of fifty-eight years, or upon completion of thirty (30) years of teaching service, or upon permanent disability, under the following provisions:

Upon completion of fifteen (15) years or more service in Administrative School District 47J, the amount of retirement bonus shall be equal to 25% of the unused sick leave accumulated in this District up to the limit of fifty (50) days of such accumulated sick leave. Upon completion of twenty (20) years or more of service in Administrative School District 47J, the amount of retirement bonus shall be equal to twenty five percent (25%) of the unused sick leave accumulated in this District up to the limit of one hundred (100) days of such accumulated sick leave. It is understood that this bonus computation will not affect unused sick leave hours reported to PERS - this is a retirement bonus and not a sick leave payout.

Article 25 - Salary Schedule

- 25.1 The 2021-2022 and 2022-2023 salary schedules for members of the bargaining unit are contained in Appendix A. This schedule is based on a 3% step and 4% column increase on the base of \$34,123. The 2021-2022 base reflects a cost of living increase of 3.5% and an increase in contract days from 182 to 186.
- 25.2 The 2022-2023 salary schedule reflects a 3% cost of living increase.
- 25.3 The 2021-2023 salary schedule for extra duty is contained in Appendix B.
- 25.4 The horizontal movement for advanced training shall be available to those professional staff members who have completed sufficient quarter hours of training subsequent to the Bachelor's degree as indicated on the adopted salary schedule and are in accordance with the following provisions:
 - A. The training is taken through an accredited college or university.
 - B. College credits earned for salary schedule advancement must be at a graduate level. Credits shall be related to the teaching assignments of the employee in this District. Credits below the graduate level must be preapproved for salary advancement.
 - C. Official notification of credits earned must be from the college or university in the form of an official transcript and must be on file in the Superintendent's office prior to October 15th if the credit is to apply to a salary change for that school year.
 - D. Awarding of annual increments shall be contingent upon continuous successful teaching based upon the recommendation of the Principal in accordance with the employee's written evaluation. The Board reserves the right to not grant increments to employees performing below standards of competent professional performance.
 - E. In cases involving the denial of annual increments for any reason, the increments (vertical movement on the salary schedule) shall not be accumulated or reinstated. There shall be a limit of one (1) step vertical movement in any one (1) year on the salary schedule after the initial placement at the time of original employment.

- F. The Board reserves the right to reward outstanding service to the District to any individual(s) who, according to criteria set by the Board, may so deserve. Criteria will be provided to the employees at the beginning of the school year.

25.5 PERS Pick-Up

- A. Employees shall be eligible for participation in the Oregon Public Employees Retirement System (PERS) and the Oregon Public Service retirement Plan (OPSRP) pursuant to O.R.S. Chapters 237, 238, and 238A.
- B. The employer shall "pick up" the employee contribution to PERS or OPSRP, six percent (6%), as permitted by O.R.S. 238.205(5) (a) and O.R.S. 238A.330. Pursuant to O.R.S. 238.205(6) and O.R.S. 238A.335(1) and (2)(a), the parties agree and acknowledge that employee compensation was reduced in order to generate the funds needed to make these employee contributions to the employee accounts; the employer will file any required notices with the Public Employees Retirement Board.
- C. If for any reason the "pick up" shall become no longer legally available, the Employer shall on the last payroll period of this Agreement increase the wages of any affected employees by six percent (6%) and require employees to pay the pick up; however, in that event the employee contribution of six percent (6%) of wages to PERS or OPSRP shall be deemed "picked up" by the employer for the limited purpose of Section 414 (h)(2) of the Internal Revenue Code and any related federal or state tax provisions. For all other purposes, the contribution shall be considered to have been made by the employee, and payment by the employee of the six percent (6%) contribution through payroll deduction shall be mandatory for each employee who is a member of PERS or OPSRP. The taxable wages of employees on their W-2 forms for federal or state income tax purposes will not include the contribution to PERS or OPSRP.

25.6 In the event that specific courses are required by the District of any individual employee, the District will reimburse the individual for up to one hundred percent (100%) of tuition costs.

25.7 **Stipend**. In the final paycheck of each year, all employees shall receive a stipend equal to 0.232% of their annual salary in addition to their regular pay.

Article 26 - Complaint Procedure

26.1 Complaint Procedure:

If a complaint is made against an employee to the administration, the administration will first attempt to resolve the complaint at an informal level. The administrator will first request that the complainant meet with the employee. If the complaint is not satisfactorily resolved a meeting will be scheduled between the complainant, the employee, and the administrator within five (5) working days. If the complaint remains unresolved, said complaint shall be put in writing. The administrator shall investigate the complaint:

- A. if the administration intends to make a record in the evaluation report of a complaint received concerning the employee; or

- B. if the administration intends to place a record of such complaint in the employee's personnel file; or
 - C. if, in the administrator's judgment, such complaint is sufficiently relevant to the employee's performance as to indicate the desirability of a conference, then:
- 26.2 Pursuant to A-C above, a conference shall be held with the employee within ten (10) working days after the complaint is made to the administration. At the conference, the employee will have a right to be represented and will be given a copy of the complaint in writing. Said complaint shall include all available information, including person(s) making the complaint, nature of the complaint, and requested remedy, if any. The District may choose to share the complaint with the employee prior to beginning the investigation. A copy of the investigation summary will be made available to the employee when completed. All evidence of any complaint that has been investigated and found to be unsubstantiated will be destroyed.
- 26.3 Any such complaint which the administration chooses not to discuss with the employee, is not discussed within the required time or is determined to be unfounded shall not be included in the personnel file or considered in the employee's evaluation.
- 26.4 The employee will have the right to attach rebuttals or explanations to any written documents placed in the personnel file.
- 26.5 This article is not intended to supersede State or Federal Statutes regarding child abuse and sexual harassment.

Article 27 - Layoff & Recall

- 27.1 The District shall determine when a reduction in staff positions is necessary as a result of lack of funds for continued operation of educational programs or resulting from the District's elimination or adjustment of classes due to administrative decision.
- 27.2 When the District has determined that a layoff must occur to effectuate a reduction in staff within the bargaining unit, the District will provide the Association and affected employees written notice at least thirty (30) day prior to the last day of employment as outlined in the layoff. A seniority list will be provided to the Association upon request.
- 27.3 In implementing a layoff, the following provisions will apply:
- A. Employees retained must hold a proper license at the time of the decision to fill the remaining positions.
 - B. Retention of staff will be based on competence and merit subject to the following limitations: Unless competence and merit of two (2) employees are measurably unequal, the employee with the most seniority in the District will be retained.
 - (1) For the purposes of this article, the term "competence" shall mean the ability to teach a subject or grade level based upon the teaching experience in relevant subjects or grade levels within the past five years or educational attainments, or both, but not based solely on being licensed to teach a subject or grade level.

- (2) For the purposes of this article, the term "merit" shall mean the measurement of one employee's ability and effectiveness against the ability and effectiveness of another employee, as determined by the District through its evaluation and discipline process. In measuring merit, the employee's last five (5) annual evaluation cycles shall be considered.
 - (3) "Seniority" shall be calculated from the first day of actual service as a licensed teacher with the District, inclusive of all approved leaves of absence (paid or unpaid).
 - C. Administrators shall retain seniority as VEA members and may voluntarily return to a teaching position. However, an administrator who has never been employed as a teacher in the District shall not be eligible to displace a non-administrative licensed employee.
 - D. The District shall make every reasonable effort to transfer employees of courses scheduled for discontinuation to other positions for which they are qualified within the provisions and limitations above.
- 27.4 Recall; if, within twenty-seven (27) months, a vacancy occurs within the District, the following recall procedure shall be followed:
- A. Employees will be recalled in inverse order of layoff subject to the criteria in Section 27.3 A, B, and C of this article.
 - B. At the time of layoff, the District shall provide an opportunity for laid-off employees to express, in writing, a desire to return to the District. The District shall also receive the employee's address for recall notification. In the event of a recall, the District shall notify the employee (who has expressed a desire to return to the District) of the recall by licensed mail, return receipt, sent to the last address given by the employee to the District office. The employee will have seven (7) calendar days from the date of postmark to deliver in person, or to send by licensed mail to the District, a letter of intent to accept or reject the position. The employee will have an additional fourteen (14) calendar days from the personal appearance or date of postmark of the acceptance to begin active employment.
- 27.5 Employees laid off under the provisions of this article will not be eligible to receive or accrue any benefits or seniority during any period of time of lay off prior to recall.
- A. Sick leave and seniority accrued prior to the layoff resulting from layoff shall be reinstated upon recall of the employee.
 - B. During the period of layoff, the employee may continue, at the employee's sole expense, any group benefits allowed under terms of the current insurance provisions of this Agreement subject to approval of the carrier. Waiver of the employee's right to recall resulting from the employee's rejection or lack of response to a recall offer shall terminate this insurance participation by the individual.

- C. A contract employee who is recalled shall retain the contract status obtained before lay off.
 - D. A probationary employee who is recalled shall have the years taught in the District counted as if employment had been continuous for purposes of obtaining contract status.
- 27.6 Nothing in this article is intended to interfere with or restrict the right of the District to discharge, remove or fail to renew the contract of a probationary employee pursuant to O.R.S. 342.835 nor the dismissal of a contract employee pursuant to O.R.S. 342.865.

Article 28 - Special Work Assignment Payments

- 28.1 Licensed staff members employed on extended contracts shall be paid at their regular position daily rate for each additional day in the extended contract period.
- 28.2 Staff members employed for extra-curricular activity supervision outside of regular school day assignments and not covered by contract under Article 25 shall be paid at the rate of \$35 per assigned event. If the event assignment runs longer than four (4) hours, then the employee would receive two (2) event stipends.
- 28.3 Licensed employees within the bargaining unit may apply for custodial/maintenance and other appropriate work with the District during vacation periods. Licensed employees in such temporary positions will be paid not less than comparable classified employees. This provision shall be subject to any limitations imposed by the terms of the Classified Agreement.
- 28.4 Tutoring and/or similar teaching assignments shall be paid at an hourly rate based on employee's daily salary.
- 28.5 Mentors: All teachers new to the District shall be assigned a mentor. The mentor teacher shall be paid per the Stipend found in Appendix B. No mentor shall be assigned more than three (3) mentees. It is understood that mentor assignments are voluntary, and are assigned in the discretion of the District. It is further understood that mentors will not provide information to the District used to evaluate a mentee's performance.

Article 29 - Just Cause

- 29.1 The District shall not issue a written reprimand, suspend, or reduce in basic compensation any employee without Just Cause and unless the generally accepted rights of due process are protected. Employees accused of violating rules and regulations calling for disciplinary action shall have written notice of the charges. For the purposes of this article, Just Cause and due process shall be defined as:
- A. The District, before administering the discipline, must make an objective investigation and an opportunity to refute the charges. In order for discipline to be administered, the District must have substantial evidence or proof of the charge.
 - B. The severity of the discipline shall be reasonably related to the seriousness of the offense and the order or rule must reasonably be related to the orderly, efficient and safe operation of the District and be administered uniformly.

- C. An employee shall be entitled to have present a representative of the Association during any meeting which might reasonably be expected to lead to disciplinary action. No disciplinary action shall be taken with respect to the employee until such meeting has occurred. The employee shall be advised in writing of the specific charges and the right to representation, and shall be afforded the opportunity to refute the charges prior to any disciplinary action being taken.
 - D. Employees shall be given forewarning of the probable disciplinary consequences of their conduct, except for those offenses (including theft, insubordination, and intoxication on the job), which by common knowledge (as ultimately determined by an arbitrator) may properly be expected to be disciplined.
 - E. Final decision(s) of the District shall be rendered in writing.
- 29.2 Just Cause does not apply to the dismissal of contract or probationary employees' contracts (such matters are excluded because they are governed by the Fair Dismissal Law). Nothing in this article is intended to interfere with or restrict the right of the District to discharge, remove or fail to renew a contract of a probationary employee pursuant to O.R.S. 342.835 nor the dismissal of a contract employee pursuant to O.R.S. 342.865.
- 29.3 The employee shall have the right to appeal alleged violations of this provision through the grievance procedure of this Agreement. It is expressly agreed that the arbitrator shall have no power to substitute his/her judgment for that of the District unless they find that no other reasonable District would have taken the same action, or that the standards for determining just cause have not been met by the District. The arbitrator shall have no power to add to or subtract from, modify or amend any terms of this Agreement.
- 29.4 The District agrees to provide two (2) weeks' advance notice to probationary teachers of the intent to recommend non-renewal to the School Board. All such notices will be copied to the Association.

Article 30 - Insurance Benefits

- 30.1 The District shall provide the following Insurance Benefit to each employee in the bargaining unit:
- A. **Premium Payments:** The District will pay premiums to OEGB based on "Tiered" rates. In the event the "tiered" rate for the plan chosen by the employee is less than \$1400 (\$1425 in 2022-2023) per month, the District will retain the difference. In the event the "composite" rate for the plan chosen by the employee exceeds \$1400 (\$1425 in 2022-2023) per month, the employee will pay the difference between the \$1400 (\$1425 in 2022-2023) and the composite rate for that plan. If the tiered rate exceeds the composite rate for that plan, the District will pay the difference between the composite rate and the tiered rate.
 - B. The insurance allocation may be applied only to those group insurance programs (medical, dental, vision) determined by the Association.
 - C. The benefit programs provided herein shall be provided only in accordance with the underwriting rules and regulations set forth by the carrier(s) in the policy retained by the policyholder.

- D. Employees newly hired by the Board shall be eligible for District paid insurance premiums upon acceptance of written application by the insurance carriers on the first day of the month following their first regularly scheduled pay date.
 - E. Employees completing a full year of employment will have twelve (12) months of District paid insurance premiums.
- 30.2 Employees eligible for a District insurance contribution, but who choose not to obtain insurance coverage, may opt out in accordance with the underwriting rules and regulations as set forth by the carrier(s) in the policy (policies) retained by the policyholder.
- A. Employees choosing to opt out must show written proof that they are already covered by other group insurance through a spouse or domestic partner.
 - B. There shall be an annual single open enrollment period in August of each year to allow eligible employees the opportunity to opt out of insurance coverage. If an eligible employee chooses to opt out or waive his/her insurance coverage, that waiver shall be effective until the next open enrollment period.
 - C. An eligible employee who opts out of insurance by meeting the above requirements shall receive a monthly stipend of \$400 in lieu of the contractual insurance coverage. The stipend will be considered taxable income under section 125 benefits.
 - D. An employee who opts out of insurance, as outlined above, may be eligible for vision or dental insurance. Premiums for this coverage will be deducted from the monthly stipend.
- 30.3 The District agrees to offer, as an insurance coverage option, a Health Savings Account (HSA) with a monthly District contribution of 1/12 of the maximum annual individual HSA contribution permitted by the IRS (2021 amount: \$300 per month) to Association members who choose an HSA qualified medical plan.
- A. The individual setup of the HSA and the liability for its use is the responsibility of the Association member. Because this is their account, the member will also be responsible for any bank fees in relation to their HSA.
- 30.4 **Short-Term Disability:** Beginning with the 2021-2022 OEBC plan year, employees will be enrolled in the short-term disability plan with the following features:
- a. Enrollment shall be mandatory.
 - b. Premiums shall be paid by the employee.
 - c. Waiting period shall be no more than seven (7) days.
 - d. Benefit duration shall be no less than ninety (90) days.
 - e. Maximum weekly benefit shall be no less than \$1,500.

- f. Benefit percentage shall be not less than seventy percent (70%).

Article 31 - Grievance Procedure

- 31.1 The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure, and there shall be no suspension of work or interference with the operations of the school system.

Meetings or discussions involving grievances shall not interfere with teaching duties, classroom instruction, or any school-sponsored activities. Every effort will be made by all parties to avoid unnecessary involvement of students in the grievance procedure.

- 31.2 "Grievance" shall mean a complaint by an employee or group of employees that:
- A. There has been a violation or inequitable application of any provision of this Agreement; or
 - B. There has been inequitable treatment as a result of administrative decisions or misapplication of the District's policy affecting working conditions. Grievances arising under A., above, may be processed through Level 4. Grievances of whatever nature which are not based upon violations of this Agreement will be processed through Level 3 of this procedure, but will not be appealed nor subject to the Level 4 arbitration process.
- 31.3 All parties should attempt to process and complete the procedure at each step as rapidly as is possible. The number of days indicated at each level for settlement or appeal shall be considered a maximum. The parties shall make a good faith effort to complete all procedures to finish by the end of the school year.
- 31.4 Failure at any level of this procedure by the grievant to appeal a grievance to the next level within the specified time limit shall be deemed to be an acceptance of the decision rendered at that level. Failure at any level by the District to communicate the decision in writing within the specified time limit shall permit the grievant to proceed to the next level.
- 31.5 There shall be no restraint, interference, discrimination, or reprisal exerted on any employee choosing to use these procedures for resolution of a grievance.
- 31.6 Grievances will be processed through the following levels in numerical order and within the stated time limits:

Level 1

A grievant employee shall promptly attempt to resolve the grievance informally between the employee and his/her Principal.

If the grievance is not resolved informally, it shall be reduced to writing by the employee setting forth the grounds on which the complaint is based and the reasons why the grievant considers the informal decision rendered is unacceptable.

If the employee does not submit his/her grievance to his/her Principal in writing in accordance with Level 1 within fifteen (15) school days after the facts upon which the grievance is based first occurred or first became known to the employee, his/her failure to initiate action shall be considered a waiver of his/her rights to the grievance procedure and there shall be no reasonable grievance to any provision of this Agreement.

The grievant employee may be accompanied by one person of his/her choice. However, the employee shall not be obligated to be represented at any level by any other person or group.

The Principal will reply in writing to the employee stating his/her decision within seven (7) school days after receipt of the written complaint. If the grievance is not settled at Level 1, the employee may appeal the grievance to Level 2.

Level2

In appealing the grievance to Level 2, the employee shall file the grievance in writing to the Superintendent within ten (10) school days after receipt of the Principal's written response. The written grievance shall give a clear and concise statement of the alleged grievance, including the fact(s) upon which the grievance is based, the issues involved, the Agreement provision(s) involved, and the relief sought. The Superintendent or his/her appointed representative shall thoroughly review the grievance, arrange for necessary discussions, and give a written answer to the employee no later than ten (10) school days after his/her receipt of the written grievance.

If the grievant is not satisfied with the decision of the Superintendent or his/her representative, the employee may file a written appeal with the Superintendent within five (5) days following the receipt of the Superintendent's decision. The appeal shall state the grievants' reasons for appealing the decision of the Superintendent and request appeal to Level 3. Delivery of the appeal to the School District office shall constitute filing of the appeal.

Level3

Within five (5) school days after receipt of the appeal to Level 3, the School District Board of Directors will notify the parties of the time, place, and date of the official hearing. This hearing shall be held within ten (10) school days of the receipt of the appeal. The Chairman of the Board of Directors shall conduct the hearing and arguments may be presented by the Superintendent, the Principal involved, and the grievant employee. All parties may have the privilege of requesting the testimony of witnesses. At the request of the employee the hearing before the Board shall be a public hearing.

Within ten (10) school days following the hearing, the School Board shall render a decision in writing to the parties.

Level4

Grievances not settled at Level 3 of the grievance procedure may be appealed to arbitration.

- A. Written notice of the request for arbitration is made to the Superintendent within ten (10) school days of receipt of the written decision rendered at Level 3.
- B. For the purposes of grievance appeal to Level 4, a grievance is defined as a complaint by an employee that there has been to him/her a violation, inequitable application, or misinterpretation of a provision of this Agreement and that they have been thus treated unfairly. Grievances of whatever nature which are not based upon violations of this Agreement will be processed through Level 3 of this procedure but will not be appealed nor subject to the Level 4 arbitration process.
- C. The Association has filed with the District Clerk a surety bond of sufficient amount to cover one-half of the anticipated costs of arbitration. It shall be agreed that the Board and the Association will share equally any and all joint costs of the arbitration procedure including the fees and expenses of the arbitrator. Any costs incurred unilaterally by either party shall be the sole responsibility of the party incurring that cost.
- D. When a timely request has been made for arbitration, the parties or their designated representatives shall attempt to select an impartial arbitrator. Failing to do this, they shall, within ten (10) school days of the appeal, jointly request the Employment Relations Board to submit a list of five (5) 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 fifth and remaining name shall act as the arbitrator.
- E. 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. The arbitrator shall have no power to advise on salary adjustments, except as to the improper application thereof, nor to add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no power to substitute his/her discretion for that of the Board in any manner not specifically contracted away by the Board. A decision of the Arbitrator shall, within the scope of his/her authority, be binding upon all parties.

Article 32 - Personnel Files

- 32.1 The official personnel file of each employee is confidential and shall be maintained in the District office. Personnel files are the property of the District.
- 32.2 Evaluation reports shall be maintained in the individual's personnel file.
- 32.3 An employee may make a written statement relating to any evaluation, reprimand, charge, action or any matter placed in the employee's personnel file and such employee's statement shall be placed in the file.

- 32.4 The personnel file shall be open for inspection by the employee, the employee's designee, the District School Board and administrative employees of the District.
- 32.5 An employee may have access to review his/her file during regular District office hours. The employee shall have the right to consult with the Superintendent with respect to the contents of his/her file. An Association representative may be present at the employee's request.
- 32.6 No material of a negative nature, warning or reprimand will be placed in the employee's personnel file without notification to the employee.
- 32.7 It is the responsibility of the employee to maintain a valid current license with TSPC, a copy of which shall be in their file. Failure of the employee to provide the district with proof of application to TSPC within thirty (30) calendar days after the expiration date of their license will result in the employee paying the TSPC expedite fee.

Article 33 - Entirety of Agreement

- 33.1 The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the District's direction and control.

Article 34 - Employee Assignments, Vacancies and Transfers

- 34.1 Employee Assignments
 - A. All employees shall be given notice of their projected class, subject, and building assignments for the forth-coming year not later than the end of the school year.
 - B. If changes necessitate reassignment of any employee after the close of the school year, the employee shall be notified immediately by personal interview if possible, or by certified mail.

34.2 Vacancies

- A. Notice of vacancies for bargaining unit positions which occur during the school year will be e-mailed to all staff in all school buildings and open for a minimum of seven (7) calendar days. When school is not in session in the summer months, vacancies will be open for a minimum of fourteen (14) calendar days.
- B. Employees in the District who are interested in filling a vacancy or making a transfer should make application within one (1) week from the date of posting. Such applications will be considered and those employees interviewed, if available.
- C. The foregoing shall not be construed in such a way as to prevent the District from complying with its affirmative action policy.

34.3 Transfers

- A. Voluntary Transfer: Any employee desiring a transfer to another building or a change of grade, subject or activity assignment shall submit a request in writing to the District office on or before April 1 for the following school year. Applications for transfer must be renewed annually.
- B. Involuntary Transfer:
 - 1. The Superintendent or his/her designee shall notify the affected employee(s) of the reasons for the transfer within a reasonable period of time following the determination that the action is to occur.
 - 2. When making transfers, the Superintendent, in consultation with the Principal, shall take into consideration the training, experience, specific achievements, service to the District, wishes of the employee, and the needs of the District.
 - 3. If the employee objects to the transfer, they may file a grievance. The decision of the Board shall be final and binding.

Article 35 - Class Size

- 35.1 In order to provide the best possible experience for all students, the District will strive to maintain reasonable class loads. The District supports educational research that recognizes the relationship between class size and student achievement. The District will further make all attempts to balance class sizes while accounting for specialty classes (i.e. Band, labs, P.E., etc.).
- 35.2 District wide class loads shall be reported to the Board by October of each year.
- 35.3 The administrative team shall develop classroom assignments and build the master schedules to reflect the best educational practices and to support equitable work assignments for all staff.

Article 36 - Tuition Reimbursement

- 36.1 The District will pay members for tuition as follows:
- A. An amount equal to three (3) credits at the P.S.U rate each year. This amount can be applied to one course.
 - B. Funds are available "up-front" (prior to registration).
 - C. The member will promptly reimburse the District for failure to register, failure to complete the workshop or course, or if the grade received is a failing grade.
 - D. For classes beginning after May 1st until June 30th, licensed staff have until May 10th to register for classes and access the money. Monies not spent or encumbered by May 10th will be divided among those who are applying for a second class. Applications for those who would like a second class must be submitted to the district by May 15th .
 - E. Administrative approval is required in advance of the course. In order to receive tuition reimbursement, classes must be approved by the Superintendent prior to beginning the class. The District will allocate at least \$10,000 for tuition reimbursement per year. The ability of the District to approve may be impacted by the funding levels available in the budget for tuition reimbursement.
- 36.2 The District will NOT reimburse or pay up front tuition for employees who have resigned for courses that will begin after July 1 following their resignation.

Article 37 - Work Day

- 37.1 Employees are expected to be present at work for eight (8) hours each regular work day and still fulfill their professional duties, Employees are entitled to a paid continuous thirty (30) minute duty-free lunch period. When an employee is required to attend an IEP, 504, or Staffing that extends beyond their regular 8-hour work day, they will be compensated for any time 30 minutes past their normal ending time at their hourly rate.
- 37.2 Each work day, employees shall receive two 10 minute paid rest breaks free from work responsibilities. Employees whose FTE is less than 0.8 shall receive one 10 minute paid rest break free from work responsibilities.
- 37.3 The Superintendent will set specific building work hours. Principal permission must be secured if it is necessary for an employee to be away during established work hours.
- 37.4 The District shall equitably distribute at the beginning of the school year among the elementary (grades K-5) classroom employees a schedule that has an average of no less than two hundred forty (240) minutes of uninterrupted preparation time per week during the work week. No scheduled prep times shall be less than thirty (30) minutes. If the beginning of the year schedule gets changed then the prep times will be adjusted.
- 37.5 Each middle school and high school classroom employee shall have a schedule at the beginning of the grading period that has no less than two hundred forty (240) minutes of uninterrupted preparation time during the work week. No scheduled prep shall be less

than forty-five (45) minutes. Adjustments to this provision may be made only if the employee agrees and the total prep time between two grading periods would equal the specified prep time. Teachers who teach during their prep period shall receive an additional 1/7th of their annual salary.

- 37.6 Meetings other than one-on-one sessions with the Principal or Superintendent shall not be scheduled for the employee during their prep time unless so requested by the employee.
- 37.7 Preparation time for licensed staff employed for less than full time will be prorated.
- 37.8 An employee surrendering a scheduled specialist time for their classroom (i.e., P.E. or Music) due to the unavailability of a substitute employee, or if substituting for another employee, will be compensated at the rate established in the Extra-Duty Schedule.
- 37.9 Employees are expected to attend building and departmental meetings. Employees may also be required to attend up to two (2) school events and programs that occur after the regular work day, including, but not limited to, open house, back to school night, music performances. Elementary teachers are expected to attend a third event and will be compensated at their hourly rate. Principals shall notify members by November 15th the up-to two (2) required events. All other school-related activities not falling within the confines of the normal 8-hour working day shall be completely voluntary. Any employee declining to participate in such activities shall be free of reprisal.
- 37.10 Elementary teachers who have a class size that is too large to fit into the normal conference day shall be compensated their hourly rate. If there are more conferences than spots they shall be compensated for the time for the extra conferences.
- 37.11 Each year, the District will allocate a specific number of substitute days or an equivalent amount of per diem extended contract time to provide relief when a large number of IEPs or re-evaluations need to be completed by special education teachers, speech pathologists, or ELL teachers during a short period of time, or when pre-referral studies need to be completed. If during the year those days have been exhausted, the member can request more days. Requests for the days will be made to the immediate supervisor.

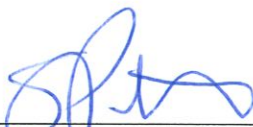
Article 38 - Distance Learning

- 38.1 In mutual recognition that "distance learning" technologies and programs can offer expanded educational opportunities to Vernonia's students, as well as our shared desire to facilitate the realization of such opportunities for these young people in a manner which is cost effective for the District's patrons, the parties do hereby agree as follows:
 - A Nothing in this labor Agreement between the parties shall restrict the District's right to contract instruction by means of distance learning, intradistrict cable, microwave or other similar audio-visual technologies.
 - B. During the term of this Agreement, no member of the Association's bargaining unit will be terminated, nor shall the total hours of positions in said bargaining unit be reduced as a direct result of the District's utilization of the types of technologies referenced in Section A herein.

Article 39 - Term of Agreement

39.1 This Agreement shall be effective as of July 1, 2021 shall be binding upon the District, the Association and their members, and shall remain in full force and effect through June 30, 2023.

Executed this the ____ day of _____ at Vernonia, Oregon, by the undersigned officers, by the authority of and on behalf of the Vernonia Board of Education and the Vernonia Education Association



School Board Chairman

8-13-21

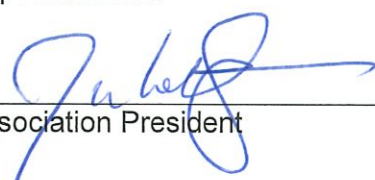
Date



Superintendent

8-13-21

Date



Association President

8/24/21

Date

21-2221-22

Appendix A - Salary Schedule - 2021-2022

Vernonia School District
186-Day Licensed Salary Schedule*

STEP	BA+0	BA+30	BA+45	BA+60 MA+0	BA+75 MA+15	BA+105 MA+30	STEP
1	\$36,094	\$37,537	\$39,039	\$40,602	\$42,259	\$43,913	1
2	\$37,177	\$38,664	\$40,211	\$41,819	\$43,492	\$45,231	2
3	\$38,293	\$39,824	\$41,417	\$43,074	\$44,797	\$46,587	3
4	\$39,440	\$41,018	\$42,659	\$44,365	\$46,140	\$47,986	4
5	\$40,624	\$42,250	\$43,939	\$45,697	\$47,525	\$49,424	5
6	\$41,842	\$43,518	\$45,258	\$47,068	\$48,949	\$50,907	6
7	\$43,098	\$44,823	\$46,615	\$48,481	\$50,419	\$52,435	7
8	\$44,392	\$46,167	\$48,013	\$49,934	\$51,932	\$54,008	8
9	\$45,722	\$47,551	\$49,454	\$51,432	\$53,490	\$55,630	9
10	\$47,095	\$48,979	\$50,938	\$52,975	\$55,094	\$57,298	10
11	\$48,507	\$50,448	\$52,466	\$54,564	\$56,747	\$59,016	11
12	\$49,964	\$51,962	\$54,039	\$56,201	\$58,449	\$60,788	12
13	\$51,462	\$53,520	\$55,660	\$57,887	\$60,204	\$62,611	13
14		\$55,126	\$57,331	\$59,623	\$62,008	\$64,489	14
15			\$59,050	\$61,412	\$63,869	\$66,423	15
16				\$63,255	\$65,786	\$68,416	16
17					\$67,758	\$70,469	17
18						\$72,582	18
19						\$75,485	19

* Based on the 2021-2022 186-day calendar adopted by the Vernonia School Board April 2021.

Appendix A - Salary Schedule - 2022-2023
Vernonia School District
186-Day Licensed Salary Schedule*

STEP	BA+0	BA+30	BA+45	BA+60 MA+0	BA+75 MA+15	BA+105 MA+30	STEP
1	\$37,176	\$38,663	\$40,211	\$41,820	\$43,527	\$45,231	1
2	\$38,292	\$39,824	\$41,418	\$43,074	\$44,797	\$46,588	2
3	\$39,441	\$41,019	\$42,660	\$44,366	\$46,141	\$47,985	3
4	\$40,623	\$42,249	\$43,939	\$45,696	\$47,524	\$49,425	4
5	\$41,843	\$43,517	\$45,257	\$47,068	\$48,950	\$50,907	5
6	\$43,098	\$44,823	\$46,616	\$48,480	\$50,418	\$52,434	6
7	\$44,391	\$46,168	\$48,013	\$49,935	\$51,931	\$54,008	7
8	\$45,723	\$47,553	\$49,454	\$51,432	\$53,490	\$55,628	8
9	\$47,094	\$48,978	\$50,938	\$52,975	\$55,095	\$57,299	9
10	\$48,508	\$50,448	\$52,466	\$54,564	\$56,747	\$59,017	10
11	\$49,962	\$51,962	\$54,040	\$56,201	\$58,449	\$60,786	11
12	\$51,463	\$53,521	\$55,660	\$57,887	\$60,202	\$62,611	12
13	\$53,005	\$55,125	\$57,330	\$59,624	\$62,010	\$64,490	13
14		\$56,779	\$59,051	\$61,412	\$63,869	\$66,423	14
15			\$60,821	\$63,254	\$65,785	\$68,416	15
16				\$65,153	\$67,759	\$70,469	16
17					\$69,791	\$72,583	17
18						\$74,759	18
19						\$77,749	19

* Based on the 2021-2022 186-day calendar adopted by the Vernonia School Board April 2021 plus 3% COLA effective 7/1/2022

Appendix B - Extra Duty Schedule
Vernonia School District
2021-2023 Extra Duty Salary Schedule

Class A 10% of Base \$150 Increment	0,1,2 Years Experience (at HS Level in same sport)	3+ Years Experience (at HS Level in same sport)
- Head Coach – High School (per season) - District Athletic Director (2 periods of release time) - H.S. Activities Director (1 period of release time)	21-22: \$3,609 22-23: \$3,718	21-22: \$3,759 22-23: \$3,868
Class B 8% of Base \$90 Increment	0,1,2 Years Experience (at MS Level or above in same sport)	3+ Years Experience (at MS Level or above in same sport)
- Assistant Coach – High School (per season) - Head Coach – Middle School (per season)	21-22: \$2,887 22-23: \$2,974	21-22: \$2,977 22-23: \$3,064
Class C 6% of Base \$75 Increment	0,1,2 Years Experience (in same sport or activity)	3+ Years Experience (in same sport or activity)
- Assistant Coach – Middle School (per season) - M.S. Athletic Supervisor - M.S. Activities Director (Yearbook & Concessions included) - H.S. Pep Band Supervisor (Football & Basketball Season) - H.S Musical Production - Robotics Coach - NHS Advisor	21-22: \$2,166 22-23: \$2,231	21-22: \$2,241 22-23: \$2,306
Class D 4% of Base \$60 Increment	0,1,2, Years Experience (in similar position)	3+ Years Experience (in similar position)
- Junior Class Advisor - Senior Class Advisor - H.S. Yearbook Advisor	21-22: \$1,444 22-23: \$1,487	21-22: \$1,504 22-23: \$1,547
Class E 3% of Base \$60 Increment	0,1,2, Years Experience (in similar position)	3+ Years Experience (in similar position)
- Freshman Class Advisor - Sophomore Class Advisor - H.S. Concessions Advisor - Mentor K-5 - Mentor 6-8 - Mentor 9-12 - Outdoor School Supervisor - Drama/Other Advisors - Life Skills/Behavior Teachers - Middle School Yearbook - Honor Choir	21-22: \$1,083 22-23: \$1,115 Second Mentee: \$300 Third Mentee: \$200	21-22: \$1,143 22-23: \$1,175 Second Mentee: \$300 Third Mentee: \$200
Extended Season Pay for Paid Coaches and Assistant Coaches	A week's pay per each extended week of State Playoffs	

Substitute Rate	\$25 an hour	\$25 an hour
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