

1 **MASTER AGREEMENT**

2  
3  
4  
5 **Between**

6  
7  
8  
9 **Union Education Association**

10  
11 **And**

12  
13 **Union School District No. 5**

14  
15  
16  
17 **2013-2015**

18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38

## TABLE OF CONTENTS

|    |   |           |
|----|---|-----------|
| 1  |   |           |
| 2  |   |           |
| 3  | <b><u>I. Recognition</u></b>                        | <b>3</b>  |
| 4  | A. Recognition                                      | 3         |
| 5  | B. Contract   | 3         |
| 6  |   |           |
| 7  | <b><u>II. District Rights</u></b>                   | <b>4</b>  |
| 8  |   |           |
| 9  | <b><u>III. Rights of Professional Employees</u></b> | <b>5</b>  |
| 10 | A. Required meetings and hearings                   | 5         |
| 11 | B. Evaluation of students                           | 5         |
| 12 | C. Personal life                                    | 5         |
| 13 | D. Disciplinary procedures                          | 5         |
| 14 | E. Non-discrimination                               | 6         |
| 15 |   |           |
| 16 | <b><u>IV. Association rights and privileges</u></b> | <b>7</b>  |
| 17 | A. Information                                      | 7         |
| 18 | B. Released time for meetings                       | 7         |
| 19 | C. Use of school buildings                          | 7         |
| 20 | D. Use of School Equipment                          | 7         |
| 21 | E. Notices  | 7         |
| 22 | F. Association leave                                | 7         |
| 23 | G. Information                                      | 8         |
| 24 |   |           |
| 25 | <b><u>V. Grievance Procedure</u></b>                | <b>9</b>  |
| 26 |   |           |
| 27 | <b><u>VI. Complaint Procedure</u></b>               | <b>12</b> |
| 28 |   |           |
| 29 | <b><u>VII. Evaluation of licensed employees</u></b> | <b>13</b> |
| 30 |   |           |
| 31 | <b><u>VIII. Personnel Files</u></b>                 | <b>14</b> |
| 32 |   |           |
| 33 | <b><u>IX. Calendar and Workday</u></b>              | <b>15</b> |
| 34 | A. Calendar   | 15        |
| 35 | B. Workday  | 15        |
| 36 | C. Inclement weather                                | 15        |
| 37 | D. Extended workday                                 | 15        |
| 38 | E. Contract opener                                  | 16        |
| 39 |   |           |
| 40 | <b><u>X. Teaching Conditions</u></b>                | <b>17</b> |
| 41 | A. Standards  | 17        |
| 42 | B. Safety   | 17        |
| 43 | C. Assignments/vacancies/transfers                  | 17        |
| 44 | D. Class size                                       | 18        |
| 45 | E. Student discipline                               | 18        |
| 46 | F. Mentor Teacher                                   | 18        |
| 47 | G. Site committees                                  | 19        |
| 48 | H. Plan time  | 19        |
| 49 | I. Academic freedom                                 | 19        |
| 50 | J. Distance Learning                                | 19        |
| 51 | K. I.E.P.   | 20        |

|    |   |           |
|----|---|-----------|
| 1  | <b><u>XI. Sick Leave</u></b>                        | <b>21</b> |
| 2  |   |           |
| 3  | <b><u>XII. Paid Leaves</u></b>                      | <b>22</b> |
| 4  | A. Personal leave                                   | 22        |
| 5  | B. Bereavement leave                                | 22        |
| 6  | C. Court duty                                       | 22        |
| 7  | D. Professional leave/Tuition bank                  | 22        |
| 8  | E. Family illness                                   | 23        |
| 9  | F. Parental leave                                   | 23        |
| 10 |   |           |
| 11 | <b><u>XIII. Unpaid Leaves</u></b>                   | <b>24</b> |
| 12 | A. Short-term leave of absence                      | 24        |
| 13 | B. Long-term leave of absence                       | 24        |
| 14 | C. Sabbatical leave                                 | 24        |
| 15 |   |           |
| 16 | <b><u>XIV. Early Retirement</u></b>                 | <b>26</b> |
| 17 |   |           |
| 18 | <b><u>XV. Layoff/Recall</u></b>                     | <b>27</b> |
| 19 |   |           |
| 20 | <b><u>XVI. Payroll and Deductions</u></b>           | <b>30</b> |
| 21 | A. Association Dues                                 | 30        |
| 22 | B. Payroll deductions                               | 30        |
| 23 | C. Fair share                                       | 30        |
| 24 | D. Salary schedule                                  | 30        |
| 25 | E. Salary placement                                 | 30        |
| 26 | F. Salary advancement                               | 31        |
| 27 | G. Payment schedule                                 | 31        |
| 28 | H. Miscellaneous-salary                             | 31        |
| 29 | I. Extra-duty                                       | 31        |
| 30 |   |           |
| 31 | <b><u>XVII. Insurance and Options</u></b>           | <b>32</b> |
| 32 | A. Medical/Dental insurance                         | 32        |
| 33 | B. Dental insurance                                 | 32        |
| 34 | C. Vision insurance                                 | 32        |
| 35 | D. Proration for less than half-time                | 32        |
| 36 | E. Benefit programs                                 | 32        |
| 37 | F. LTD insurance                                    | 32        |
| 38 |   |           |
| 39 | <b><u>XVIII. Miscellaneous Provisions</u></b>       | <b>33</b> |
| 40 | A. Maintenance of standards                         | 33        |
| 41 | B. Separability                                     | 33        |
| 42 | C. Renewal  | 33        |
| 43 |   |           |
| 44 | <b><u>XIX. Duration and Effect of Agreement</u></b> | <b>34</b> |
| 45 | A. Execution/Signatures                             | 34        |
| 46 |   |           |
| 47 | <b><u>Addendum: Advisory Compensation</u></b>       | <b>36</b> |
| 48 |   |           |
| 49 |   |           |
| 50 |   |           |
| 51 |   |           |

**ARTICLE I**  
**RECOGNITION**

This Agreement is made and entered into between the Union Education Association, hereafter referred to as the “Association” and the Board of Directors of School District No. 5, hereafter referred to as the “Board.”

In consideration of the following mutual covenants, it is hereby agreed as follows:

**Section A- Recognition**

1. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all licensed personnel (including temporary employees and Mentor Teachers) of Union School District (excluding substitute teachers).
2. The Board agrees not to negotiate with or recognize any teachers’ organization other than the Association for the duration of this contract.

**Section B- Contract**

1. There shall be two (2) signed copies of the final Agreement for the purpose of records. One (1) shall be retained by the District and one (1) by the Association.
2. The Association will provide a copy of the negotiated contract to each member of the bargaining unit within one (1) month of ratification of the Agreement by both parties.

**ARTICLE II**  
**DISTRICT RIGHTS**

The Board on its own behalf and on behalf of the electors of the Union School 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. The above management rights are only limited by the specific provisions of the Agreement.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51

1  
2  
3  
4  
5 **ARTICLE III**  
6 **RIGHTS OF PROFESSIONAL EMPLOYEES**

7 **Section A- Required meetings and hearings**

8 Whenever any member of the bargaining unit is required to appear before the Superintendent or  
9 Board concerning any matter that adversely affects the continuation of that employee in his/her  
10 office, position or employment, he/she shall be given prior written notice of the reasons. Notice  
11 shall be in sufficient detail to inform the teacher of the nature of the complaint for such meeting  
12 or interview. The teacher shall be entitled to have a representative of the Association, and/or legal  
13 counsel, and/or other representative with him/her during such meetings or interviews.

14 **Section B- Evaluation of students**

15 The teacher shall maintain the right and responsibility to determine grades and other evaluation of  
16 students. No grade or evaluation shall be changed without consultation with the teacher.

17 **Section C- Personal life**

18 The personal life of a teacher is not an appropriate concern or attention of the employer, except in  
19 areas that violate ORS 342.865.  
20

21 **Section D- Disciplinary procedures**

- 22
- 23 1. Enforcement of teacher discipline shall be fair and exercised for just cause and  
24 with due process. Due process for the purpose of this article is defined as:
    - 25 a. A written statement of concerns/charges.
    - 26 b. Opportunity to respond to the concerns/charges.
    - 27 c. Right to representation.
    - 28 d. Right to a hearing before the Board.
  - 29
  - 30 2. In no case shall this be done publicly unless so requested by the teacher.
  - 31
  - 32 3. Just Cause, for the purpose of this Article, applies to permanent teachers only and  
33 is defined as:
    - 34 a. Was the employee adequately warned of the consequences of his/her conduct?  
35 The warning may be given orally or in printed form. An exception may be  
36 made for certain conduct that is so serious the employee is expected to know it  
37 will be punishable, such as insubordination, coming to work drunk, drinking  
38 on the job, or stealing District property.
    - 39 b. Was the District's rule or order reasonably related to efficient and safe  
40 operations?
    - 41 c. Did management investigate before administering discipline? The  
42 investigation normally should be made before the decision to discipline is  
43 made. Where immediate action is required, however, the best course is to  
44 suspend the employee pending investigation.
    - 45 d. Was the investigation fair and objective?
    - 46 e. Did the investigation produce substantial evidence or proof of guilt? It is not  
47 required that the evidence be preponderant, conclusive, or "beyond a  
48 reasonable doubt," except where the alleged misconduct is of such a criminal

1 or reprehensible nature as to stigmatize the employee and seriously impair  
2 his/her chances for future employment.

3 f. Were the rules, orders, and penalties applied evenhandedly and without  
4 discrimination? If enforcement has been lax in the past, management can't  
5 suddenly reverse its course and begin to crack down without first warning  
6 employees of its intent.

7 g. Was the penalty reasonably related to the seriousness of the offense and past  
8 record? If employee "A's" past record is significantly better than that of  
9 employee "B," the District properly may give "A" a lighter punishment than  
10 "B" for the same offense.

11  
12 **Section E- Non-discrimination**

13 The Association and the District shall not discriminate against any employee covered by  
14 the Agreement because of age, race, sex, religion, national origin, physical or mental  
15 handicap, or membership in the Association.

16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46

1  
2 **ARTICLE IV**  
3 **ASSOCIATION RIGHTS AND PRIVILEGES**  
4

5 **Section A- Information**

6 Upon request, the Board agrees to furnish to the Association available public information  
7 requested by the Association.  
8

9 **Section B- Released time for meetings**

10 Whenever any representative of the Association or any teacher is required by the  
11 employer or by mutual agreement of the parties to participate during working hours in  
12 negotiations or grievance proceedings, he/she shall suffer no loss in pay.  
13

14 **Section C- Use of school buildings**

- 15
- 16 1. The Association or its representative shall have the right to make phone  
17 calls and shall pay for all long-distance calls. Association representatives  
18 may write letters for official Association business on School District  
19 property at all reasonable times, provided that it does not interrupt classes  
20 or other normal school operations, or interfere with the carrying out of the  
21 duly-assigned duties of any teacher.  
22
  - 23 2. School rooms or other meeting rooms shall be made available for  
24 Association use upon approval by the administration without charges to  
25 the Association.  
26

27 **Section D- Use of school equipment**

28 The Association shall have the right to use school facilities and equipment, with the  
29 approval of the school administration.  
30

31 **Section E- Notices**

32 The Association shall have the right to place appropriate notices, circulars, and other  
33 materials on designated school bulletin boards, in teachers' lounges and mailboxes.  
34

35 **Section F- Association leave**

36 The Association shall be granted six (6) days' non-accumulative non-paid leave to be  
37 used by Association representatives for the purpose of conducting Association business  
38 and/or attending meetings/conferences. This leave, however, shall not be used for the  
39 release time purposes designated in Section B of this Article. The leave may be taken in  
40 whole or half-day segments. Notification in writing shall be furnished to the District  
41 forty-eight (48) hours in advance of utilization of such leave. The Superintendent shall  
42 have the discretion to grant additional leave days under this provision.  
43  
44  
45  
46



1 **Section G- Information**

2 The Board agrees to furnish to the Association the information that the Association needs  
3 to function as bargaining representative. The following information will be provided to  
4 the Association president:

- 5 1. Advance notice of all School Board meetings.
- 6 2. School Board meeting agendas and minutes (excluding Executive Sessions)
- 7 3. Copies of District proposed and adopted budgets and audits.

8  
9 **Section H- Hiring**

10 The Board agrees to involve at least two members of the Association being on all hiring  
11 teams for licensed employees, with one member to be chosen by the Association and one  
12 to be chosen by the District.

13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46

**ARTICLE V**  
**GRIEVANCE PROCEDURE**

**Definitions**

1. **Grievance:** an alleged violation of a specific provision of this Agreement.
2. **Class Grievance:** a grievance that is filed by the Association. Class grievances may be filed initially at Level I by the Association. Otherwise, the initiation, processing, and resolution of class grievances shall follow the identical procedures established for the resolution of grievances.
3. **Days:** teacher contract days, except during summer recess when days shall refer to days that the District Office is open.
4. **Grievant:** any licensed employee who files a grievance or the Association in a class grievance.
5. **Grievance Representative:** a person selected by the Association to process and investigate grievances.

**Informal Level**

Each grievance shall be initiated within fifteen (15) days after the grievant knew or could reasonably have been expected to know of the action or inaction that constituted the basis of the grievance. The immediate supervisor, with whom the informal grievance was filed, then has five (5) days to respond to the grievance. If the grievance cannot be resolved to the satisfaction of the grievant at the informal level with the immediate supervisor, then a formal grievance may be filed through the formal procedures defined as follows:

**Level I**

If the grievance is not resolved to the satisfaction of the grievant within ten (10) days after its initiation at the Informal Level, the grievant shall submit the grievance in writing to the Superintendent or his/her designee stating the following: the event(s) giving rise to the grievance; the contract article(s) allegedly violated; and, the remedy being sought by the grievant.

Within ten (10) days after the receipt of the written grievance, the Superintendent or his/her designee shall have a meeting with the grievant and/or the appointed grievance representative(s), and person(s) necessary to effectuate a resolution of the grievance.

No later than ten (10) days after the Level I meeting, the Superintendent or his/her designee shall provide the Association and the grievant with his/her written response to the grievance including his/her decision and rationale.

1 **Level II**

2 If the grievance is not resolved in Level I and the grievant wishes to appeal the grievance,  
3 the grievant may file the grievance in writing to the School Board within ten (10) days  
4 after receipt of the Level I written answer, or if no response is received, within thirty (30)  
5 days after the submission of the grievance to Level I. The written grievance shall follow  
6 the outline described in Level I. The Board and its representative shall thoroughly review  
7 the grievance, hold a discussion meeting with the grievant, and give a written answer  
8 including its decision and rationale to the grievant with a copy to the Association no later  
9 than fifteen (15) days after the receipt of the written Level II grievance.

10  
11 **Level III**

12 If the grievance is not resolved to the satisfaction of the grievant at Level II or if no  
13 disposition has been rendered, then the Association may submit the grievance to  
14 arbitration on approval by a majority vote of all Association members. A grievance must  
15 be submitted to arbitration within fifteen (15) days after the receipt of the Level II  
16 response, or if no response is received, within thirty (30) days after submission of the  
17 grievance to Level II.

18  
19 **Nature and Scope of the Binding Arbitration Process**

- 20 1. Submission to arbitration and the arbitration proceedings shall be governed by  
21 the Voluntary Arbitration Rules of the American Arbitration Association.  
22 Selection of the arbitrator shall be by request to the Employment Relations  
23 Board of Oregon.  
24 2. The arbitrator will be without power and authority to make any decision  
25 which requires the commission of an act prohibited by law or which is in  
26 violation of the terms of this Agreement.  
27 3. The arbitrator's award shall be final and binding.  
28 4. Mutually incurred costs, such as fees of the arbitrator, shall be shared equally  
29 by the District and the Association. Individually incurred costs, such as the  
30 fees of legal counsel or the purchase of transcripts, shall be paid by the party  
31 incurring such costs.

32  
33 **Miscellaneous**

- 34 1. Grievances may be investigated and processed during regular working hours.  
35 The grievant and his/her Association representative shall be excused from  
36 assigned duties without loss of pay or benefits while attending a meeting  
37 prescribed by this grievance procedure. The same shall pertain for the  
38 Association representative who is involved in the processing of a class  
39 grievance.  
40 2. The grievance shall be kept confidential. No reprisal of any kind shall be  
41 taken against any person because he/she participated in the grievance  
42 procedure. All records dealing with the processing of the grievance shall be  
43 filed separately from the personnel files of the participants.  
44 3. The District shall cooperate with the Association's investigation of any  
45 grievance and shall provide the Association with all available and necessary  
46 information, unless excluded by law.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46

4. Both parties agree that the grievance proceedings shall be held as informally as may be appropriate at any level of the procedure.
5. The number of days indicated at each level shall be considered a maximum and every effort shall be made to expedite the process.
6. Extensions of the time limits may be requested in writing by either party. Said requests shall state the extension period requested and the reasons therefore. Said extensions must be mutually agreed upon; otherwise, the time limitations set forth herein are applicable.
7. No employee shall be required to discuss a grievance except in the formal meetings prescribed above at which an Association representative may be present. However, nothing contained herein shall preclude an employee from discussing the grievance informally with his/her supervisor before the grievance is filed at Level I.

**ARTICLE VI**  
**COMPLAINT PROCEDURE**

Any complaint regarding a teacher made to the administrator by any parent, student, or other person, that does or may influence evaluation of a teacher shall, within five (5) days, be initiated according to the procedure outlined below.

- A. The administrator shall apprise the teacher of the full nature of the complaint.
- B. The administrator and the teacher shall attempt to resolve the matter informally.
- C. In the event a complaint is unresolved to the satisfaction of all parties, the teacher may request a conference with the complainant to attempt to resolve the complaint. If still unresolved, the complaint may move to Step D only if the complaint has been reduced to writing.
- D. Any complaint unresolved under Step C, at the request of the teacher or the complainant, shall be reviewed by the Superintendent in an attempt to resolve the matter to the satisfaction of all parties.
- E. After receipt of the recommendations of the Superintendent, the teacher or the complainant may request a meeting with the Board. Prior to the Board meeting, the original complaint must be signed by the complainant.
- F. The Board shall afford the parties the opportunity to meet with the Board and show cause why the recommendation of the Superintendent should not be followed. Copies of the action taken by the Board shall be forwarded to all parties.
- G. Commencing with Step B of these proceedings, the teacher shall be given the opportunity for representation before any discussion or meeting takes place and shall have the right to copies of all related documents/information.
- H. Peer to peer complaints shall be handled by the Association exclusively. Should the Association fail to resolve the complaint successfully, the complaint shall be forwarded by the Association to the superintendent in writing for arbitration. The superintendent's decision shall be final and binding upon all parties named in the complaint.

1  
2 **ARTICLE VII**  
3 **EVALUATION OF LICENSED EMPLOYEES**

- 4 1. All employees will be evaluated in accordance with the District’s evaluation policy.  
5 Provisions exist for additional evaluations at the request of the licensed employee or  
6 at the discretion of the administration.  
7  
8 2. A joint committee of an equal number of Association members and District  
9 administrators, not less than two (2) each, shall review annually the Evaluation Plan.  
10 No changes of the Plan shall occur unless recommended by this committee. The  
11 Union Education Association shall elect the Association members of the committee.  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42

43 **ARTICLE VIII**  
44 **PERSONNEL FILES**  
45  
46

- 1 A. Personnel files shall be maintained for each teacher by the District.  
2  
3 B. Teachers will have the right, upon request, to review the contents of their personnel  
4 files and to receive a copy of any documents contained therein with the exception of  
5 confidential references.  
6  
7 C. The Board agrees to protect the confidentiality of all personnel references, academic  
8 credentials, and other documents in the above files.  
9  
10 D. A teacher may have a representative of the Association present with him/her to  
11 review his/her personnel file.  
12  
13 E. No material will be placed in his/her file unless he/she has had the opportunity to  
14 review the materials and has had the opportunity to affix his/her signature to the copy  
15 to be filed with such an understanding that his/her signature to the copy does not  
16 indicate agreement. A teacher shall then have the opportunity to submit a written  
17 response to said material and the right to have that written response to said material  
18 included in his/her personnel file.  
19  
20 F. Any complaint regarding a teacher will be handled in accordance with procedures  
21 outlined in Article VI.  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46

**ARTICLE IX**  
**CALENDAR AND WORKDAY**

**Section A- Calendar**

1. When operating on a regular school calendar, the length of the contract year shall not exceed one hundred ninety-one (191) paid workdays composed of one hundred seventy-six (176) student contact days, six (6) paid holidays, and eight (8) working days without students including two point five (2.5) days for grading (one at the end of each marking period), two (2) in-service days, and two (2) parent/teacher conference days. These working days may be reapportioned upon mutual agreement between the Association and the administration.
2. When operating on an alternate schedule providing a four-day week for student instruction, the length of the contract year shall not exceed one hundred fifty-nine (159) paid workdays composed of one hundred forty-six point five (146.5) student contact days, six (6) paid holidays, and six point five (6.5) working days without students as per #1 above.
3. The School Board has the responsibility to set the school calendar. Prior to adoption of the calendar, it will be submitted to the staff for review and recommendation.

**Section B- Workday**

The teaching day shall be 7:30 A.M. to 4:30 P.M. on student contact days, and 8:00 A.M. to 4:00 P.M. on other working days. Teachers seeking early release shall notify the administration and office and prearrange before leaving. Workdays shall include a thirty (30) minute continuous duty-free lunch period.

**Section C- Inclement weather**

1. Teacher attendance shall not be required when school is closed due to inclement weather or other emergencies.
2. If the minimum number of student contact hours required by law is not reached, the Board shall reschedule the needed amount to meet state requirements.
3. Teachers' salaries shall not be reduced for inclement weather/emergencies or increased for rescheduled days.

**Section D- Extended workday**

In the course of performing his/her contractual extra-duty assignment (as per Appendix B) or when a teacher volunteers to assist and/or supervise school-related activities beyond the normal workday, at the discretion of the District, the teacher may be reimbursed for all pre-authorized expenses.



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46

**Section E- Contract opener**

Should the State of Oregon or the State Department of Education alter its regulation regarding attendance requirements for students, the Association or the District shall have the right to reopen negotiations on the issues covered by Sections A, B, and C of the Article and related compensation issues.

1  
2  
3 **ARTICLE X**  
4 **TEACHING CONDITIONS**  
5

6 **Section A- Standards**  
7

- 8 1. In compliance with state standards, the District shall make every effort to  
9 provide textbooks, reference materials, teaching supplies, duplicating  
10 facilities, furniture and equipment.  
11  
12 2. A rest room for the exclusive use by teachers and other staff shall be provided  
13 in each building (excluding elementary modulars, Kindergarten, Band Room,  
14 and Voc. Ag Building). Gymnasium rest rooms may be used by the public  
15 during events.  
16

17 **Section B- Safety**

18 Teachers shall not be required to work under unsafe or hazardous conditions in  
19 compliance with state law.  
20

21 **Section C- Assignments/Vacancies/Transfers**  
22

- 23 1. **Assignments:** All teachers will be given written notice of their grade, class  
24 and/or subject assignments, building assignments, room assignments, or  
25 specialty (such as Librarian) for the forthcoming year a minimum of thirty  
26 (30) days prior to the first teacher workday of each school year.  
27  
28 2. **Posting of vacancies:**  
29 a. Notice of vacancies for bargaining unit positions will be posted in each  
30 work site in a designated location for a minimum of seven (7) calendar  
31 days before the position is filled. A copy of the posting will also be given  
32 to the Association President.  
33 b. An employee desiring a transfer to another assignment may submit a  
34 request to the District Office on or before April 15 for the following year.  
35 If a vacancy occurs in an existing or new position for which a teacher is  
36 licensed, the District will notify the employee of the vacancy and the time  
37 lines for filling the position.  
38  
39 3. **Filling of vacancies:**  
40 a. Current employees shall be given first consideration in the filling of  
41 vacancies in existing or new positions.  
42  
43 4. **Involuntary transfers/reassignments**  
44 a. Involuntary transfers/reassignments are those in which an employee is  
45 transferred/reassigned at the initiation of the District.

- 1           b. In the event that a transfer or changes in grade, class and/or subject  
2 assignments, building assignments, or room assignments are proposed, the  
3 teacher(s) affected shall be notified promptly in writing of the reasons for  
4 the transfer/reassignment and, upon the request of the teacher(s), the  
5 change will be reviewed promptly by the Superintendent and the teacher.  
6 A teacher may also appeal any transfer/change in assignment to the Board.  
7           c. If any transfer/assignment change is made less than fifteen (15) days prior  
8 to the first teacher workday or at any time during the school year, the  
9 teacher(s) shall be given three (3) days paid release time to make the  
10 appropriate preparations.

11  
12 **Section D- Class size**

13 The District shall make every effort to prevent excessive class enrollments by adjusting  
14 schedules, etc. However, when no other alternatives are possible, teachers with excessive  
15 class enrollments shall be considered for relief by at least one of the following methods:

- 16  
17           1. Additional preparation periods.  
18           2. Assistance of properly licensed teacher.  
19           3. Assistance of an Educational Assistant.  
20

21 **Section E- Student discipline**

22 Student discipline and classroom control is the responsibility of the teachers and the  
23 Administration.

- 24           1. There shall be a written procedure for disciplinary action.  
25           2. When a student is behaving in a manner disrupting the instructional program,  
26 or endangering the safety and welfare of the student and/or others, the teacher  
27 may remove the student from the situation, with the immediate involvement of  
28 the Administration (ORS 339.250).  
29           3. Teachers shall be provided with administrator and/or counselor assistance in  
30 dealing with students who exhibit severe behavior problems.  
31

32 **Section F- Mentor teacher**

33 The District reserves the right to establish and discontinue a beginning teacher  
34 Support/Mentor Teacher Program subject to the following provisions:

- 35           1. No teacher shall be designated by an administrator as a Mentor Teacher unless  
36 willing to perform in that role.  
37           2. No Mentor Teacher shall participate in the evaluation of beginning teacher for  
38 purposes of actions taken under ORS 342.805 to 342.955.  
39           3. The District will not increase the work load of any teacher regularly employed  
40 by the District as a result of release time used by a Mentor Teacher.  
41           4. The daily teaching load for Mentor Teachers shall be no more than the normal  
42 work load for any other teacher in his/her building.  
43           5. Compensation: All monies received by the District for the Mentor Teacher  
44 Program shall be distributed as follows:  
45           a. The District shall receive reimbursement for all costs related to  
46 administering the Program including, but not limited to:

- 1 (1) Substitute salaries for release time of the Mentor Teacher. A Mentor  
2 Teacher shall be granted, upon request, a minimum of fifty (50) hours  
3 of release time for each beginning teacher to which he/she is assigned.  
4 (2) Payments to the Mentor Teacher at a rate of \$150.00 per day plus  
5 expenses for any training workshop required by the District outside  
6 regular school hours or during vacation periods.  
7 b. The Mentor Teacher shall receive the balance of all grant monies not used  
8 by the District for administrative costs of the Program. The Mentor  
9 Teacher shall, upon request, receive a copy of the Mentor Teacher  
10 administrative cost record filed by the District with the State.  
11

12 **Section G- Site committees**

13 The District may establish School Improvement and Professional Development  
14 Programs/Site-Based Decision Making Program/21<sup>st</sup> Century School Council Programs  
15 as provided for under ORS 336.705 to 336.780, The Oregon Educational Act for the 21<sup>st</sup>  
16 Century, and/or as part of the District’s staff/curriculum development program.

- 17 1. Any Site Committee which is established as a component of such programs  
18 shall be composed as provided by law with teacher representatives selected by  
19 the Association.  
20 2. Any program plan/implementation that results from a Site Committee:  
21 a. Shall not violate any District policy unless approved by the School board.  
22 b. Shall not violate any provisions of the Master Agreement unless mutually  
23 approved by the School Board and the Association.  
24 c. Shall set no past practice or precedent with regard to contract negotiations,  
25 contract administration and/or grievances.  
26

27 **Section H- Plan time**

28 All teachers shall be granted preparation time.

- 29 1. High School and Middle School teachers shall have one of their regular  
30 assigned periods for planning each day.  
31 2. Elementary teachers shall have 200 minutes per week for planning with no  
32 less than 25 continuous minutes per day during the normal student attendance  
33 times.  
34

35 **Section I- Academic freedom**

36 Bargaining unit members shall have freedom in classroom presentations and discussions  
37 and may introduce controversial material, provided that the material is relevant to the  
38 course content and is not disruptive to the educational process.  
39

40  
41  
42  
43 **Section J- Distance Learning**

44 It is mutually recognized that “distance learning” technologies and programs can offer  
45 expanded educational opportunities to the District’s students, as well as a shared desire to

1 facilitate the realization of such opportunities. Therefore, the District and the Association  
2 agree as follows:

3 1. The District retains the right to offer courses, seminars, workshops or other  
4 such activities through “distance learning” which are an enhancement of, or in addition  
5 to, courses currently provided by the District. Such programs, when offered for credit,  
6 shall be used for elective credit classes only, and shall not be used to replace regular,  
7 required core curriculum classes.

8 2. Specific “distance learning” classes to be offered shall be determined by the  
9 building Site Council with final approval by the Board of Directors.

10 3. If the on-site direct supervision is to be provided by a non-licensed employee,  
11 said employee shall not perform any duties normally reserved for licensed personnel as  
12 per TSPC guidelines.

13 4. During the term of the agreement, no employee will be terminated, nor shall the  
14 total hours of positions be reduced as a result of the District’s utilization of “distance  
15 learning” or contracting out of these services.

16  
17 **Section K- IEP Meetings**

18 All staff listed as invited to IEP meetings will be expected to be in attendance at such  
19 meetings without exception. No staff member shall be required to remain beyond the  
20 length of the normal workday due to IEP meetings.

21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46

**ARTICLE XI**  
**SICK LEAVE**

**Section A-**

Teachers who are absent because of personal illness shall receive compensation in accordance with the following provisions. For the purpose of this Article, an absence due to pregnancy, whether because of miscarriage or other complications or because of a reasonable amount of time needed to prepare for and recover from a normal childbirth, shall be considered a personal illness.

1. All teachers shall be granted one (1) day per month (no less than 10 days per year) of sick leave pursuant to ORS 332.507 during each school year. Such sick leave shall be credited to said teachers on the first teacher duty day of the fall term. In case of teachers who begin service after the beginning of the school year, sick leave shall be credited on the first day of active teaching service and shall consist of one day for each payroll month remaining in the school year.
2. Accumulation of sick leave shall be unlimited.
3. The Board will permit a school employee to take up to 75 days of sick leave accumulated in other Oregon districts. The accumulation shall not exceed that carried by the most recent employing district. However, the transfer of sick leave from another Oregon district shall not be effective until the employee has completed 30 working days in the new district.

**Section B-**

Upon request each teacher shall be given a written accounting of his/her use and accumulation of leave by September 20 each year.

**Section C- Sick leave bank**

The purpose of the Sick Leave Bank is to provide sick leave to contributors to the bank after a contributor's accumulated sick leave has been exhausted.

The bank may be used only by the individual contributor for his/her catastrophic personal illness or injury.

Contributions will be based upon need as determined by the Association. Contributors must use all accumulated sick leave before applying for leave from the bank. The bank will be available only to the contributing members of the Association. The bank can only hold a maximum of 30 days, after which the bank is exhausted until the next school year. Unused days will not carry over to the next school year.

Members will be a part of the Sick Leave Bank unless they notify the district office or a member of the Sick Leave Bank Committee by September 30 of every school year. Members with ample sick leave may pledge more than one (1) day if they choose.

The bank will be administered by the Association.

1 **ARTICLE XII**  
2 **PAID LEAVES**  
3

4 Teachers shall be entitled to the following, temporary, non-accumulative leaves of  
5 absence with full pay each school year.  
6

7 **Section A- Personal leave**

8 Two (2) days of absence for personal business shall be granted subject to availability of a  
9 substitute. Notice to the teacher's principal or other immediate supervisor for Personal  
10 Leave shall be made at least two (2) days before taking such leave (except in the cases of  
11 an emergency). Said notice shall not state the reason for taking such leave other than it is  
12 being taken under this Section. This leave is not usable during the last week of school. At  
13 the end of each school year, any unused portion of a teacher's personal leave allotment  
14 for that year shall be transferred and credited to the teacher's accumulated sick leave  
15 allowance. If a teacher wants to accumulate days, this may be done up to four (4) days.  
16 The days must be saved in advance and will be returned to sick leave as stated above if  
17 not used after the second year. Teachers must notify the District in writing of their intent  
18 to accumulate the personal days on or before January 1st of year 1. Accumulated leave  
19 days may not be used to extend summer, Christmas, or Spring breaks.  
20

21 **Section B- Bereavement leave**

22 Bereavement leave will be granted in the event of a teacher's relative or friend. The  
23 affected teacher will ensure that all professional responsibilities will be met or exceeded  
24 during such absence, and adequate notice given to the District.  
25

26 **Section C- Court duty**

27 When a teacher is called for jury duty or is subpoenaed as a witness before a court,  
28 legislative committee, judicial or quasi-judicial body, he/she will be continued at full  
29 salary for the period of required service. Pay in an amount equal to that which may  
30 accrue from court duty shall be deducted from his/her salary.  
31

32 This section shall not apply in any instance where a teacher is a charging party in a case  
33 wherein the District is a defendant or a respondent. In such cases, the teacher shall be  
34 required to use personal leave and/or leave without pay.  
35

36 **Section D- Professional leave/Tuition bank**

37 Participation in professional educational meetings, conferences, school visitations,  
38 professional growth activities that carry college credit or CPD units, and extra-duty  
39 clinics is recognized as being beneficial to both the participant and the District.  
40 Attendance at such Professional Development activities will, therefore, be authorized and  
41 expenses will be reimbursed in accordance with the following provisions:

- 42 1. There will be an annual District-wide Professional Development Bank for the  
43 purpose of reimbursing teachers for expenses incurred at attendance at  
44 approved Professional Leave activities. This bank shall consist of a minimum  
45 of **\$10,000** per year. A maximum of 10% of the bank funds shall be available  
46 for the extra-duty clinics.

- 1           2. There shall be established a joint Teacher/District Professional Development  
2           Committee of four (4) representatives selected by the Association and two (2)  
3           representatives selected by the Superintendent. The committee shall have  
4           authority to approve Professional Development requests by a majority vote.  
5           The committee shall establish its own procedures.  
6           3. Reimbursements may be made to teachers by the committee for:  
7           a. Conference registration/activity fee  
8           b. Lodging  
9           c. Meals  
10           d. Transportation  
11           e. Substitutes  
12           f. Membership in professional organizations or subscriptions to professional  
13           magazines within the field of teaching (2 maximum total)  
14           g. Enrichment materials purchased at a workshop, class, or training session  
15           that will help the teacher implement the ideas from the session in the  
16           classroom.

17 Memo of Understanding: A maximum of 70% of the bank shall be available for  
18 achievement compact goals, if approved by the current tuition bank committee. This  
19 memo expires at the end term of this contract.  
20

21 **Section E- Family illness**

22 Up to three (3) days leave with pay each year will be authorized by the District in the  
23 event of a serious illness or accident to any member of the immediate family. Immediate  
24 family includes mother, father, spouse, son, daughter, brother, sister, mother-in-law,  
25 brother-in-law, sister-in-law, father-in-law, grandparents, and other persons residing in  
26 the teacher's household.  
27

28 **Section F- Parental leave**

29 Bargaining unit members shall be entitled to parental leave as provided in ORS 659.360.  
30

31 **Section G- Curriculum Bank**

32 A Curriculum Development bank will be established each year, but not to exceed  
33 \$2500.00 in total expenses. The bank will not accrue from one year to the other. Any  
34 monies not used for Curricular Development could be used to reimburse tuition expenses  
35 beyond the capacity of the Tuition Bank.  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47



1  
2  
3  
4 **ARTICLE XIII**  
5 **UNPAID LEAVES**  
6

7 **Section A- Short-term leave of absence**

- 8 1. Short-term leave of absence is leave without pay of thirty-one (31) or less calendar  
9 days.  
10 2. Short-term leave may be granted by the administration.  
11 3. Application shall be made in writing at least five (5) days in advance of  
12 commencement, if possible, and shall state specifically the reason(s) for the requested  
13 leave.  
14

15 **Section B- Long-term leave of absence**

- 16 1. Long-term leave of absence is leave without pay for more than thirty-one (31)  
17 calendar days.  
18 2. Application shall be made in writing and shall state specifically the reason(s) for the  
19 requested leave. A leave of absence without pay for up to two (2) years may be  
20 granted to an applicant. Additional years may be requested. The employee shall be  
21 given his/her original position upon return. The employee will be able to continue to  
22 be covered by the District insurance programs at employee expense.  
23 3. Application for a leave of absence without pay shall be submitted to the  
24 administration as early as possible, but not later than March 1, if applicable to the  
25 following school year. If the application is for a medical leave, the board shall grant  
26 the leave within 10 days of the applicant's request. (Intent Clarification: the word  
27 "shall" as used above indicates that a decision shall be made within the 10 day  
28 window, not that the leave shall be granted.)  
29 4. The administration shall make a recommendation to the Board that an individual  
30 granted leave without pay at the time that a suitable replacement has been contracted  
31 for the vacancy. In those instances when it has been impossible to secure a suitable  
32 replacement on or before the end of the regular school year, the administration may  
33 notify the applicant that the leave request will not be granted for the coming year.  
34 5. In order to advance one step on the salary schedule for the following year, the  
35 employee must work or be on paid leave at least one hundred forty-two (142) days of  
36 a one hundred ninety-one (191) day contract year, or one hundred eighteen (118) days  
37 of a one hundred sixty (160) day contract year.  
38 6. The Board may grant a leave of absence when the applicant demonstrates that the  
39 leave of absence will be directly beneficial to the District upon the applicant's return.  
40 The Board will determine whether the leave of absence is to be of direct benefit to the  
41 District prior to granting the leave.  
42

43 **Section C- Sabbatical leave**

- 44 1. To increase the quality of teaching and to gain enriching and broadening experiences  
45 by professional study in an accredited institution of higher learning.  
46 a. A minimum of twelve (12) quarter hours of the equivalent of approved accredited  
47 work on a campus each term for which leave is granted is required.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46

b. A planned course of study must accompany the application.

2. Employees on unpaid leave will be allowed to continue on the District’s insurance program at their own expense, subject to acceptance by the insurance carrier.

a. District may opt to pay the insurance premium of the teacher upon the guarantee of the teacher to return to the District for the next school year.

1  
2  
3 **ARTICLE XIV**  
4 **EARLY RETIREMENT**  
5

6 **Tier One Eligibility:**

7 Retirement may be a viable option for an employee who has become eligible for  
8 retirement benefits under the provisions of the Public Employee Retirement System.  
9

10 When such eligible employee retires under the provisions of PERS prior to age 65; was  
11 hired prior to June 30, 1993; has accrued 10 or more years of service to the District; they  
12 will be eligible to receive the following fringe benefits:  
13

14 **Tier One Fringe Benefits:**

15 The District shall contribute a maximum of the monthly contribution made for benefits in  
16 the Agreement year that the employee retires under. The employee may choose either one  
17 or two party hospital/medical coverage, as well as any vision or dental coverage that this  
18 benefit amount will fund. Any difference between the contribution and the cost of the  
19 chosen coverage will be born by the retiree. The term of this benefit will be until the  
20 employee reaches sixty-five (65) years of age. Spouse can stay on the chosen coverage  
21 after death of retiree, prior to age 65, if the spouse pays for it.  
22

23 **Tier Two Eligibility:**

24 Retirement may be a viable option for an employee who has become eligible for  
25 retirement benefits under the provisions of the Public Employee Retirement System.  
26

27 When such eligible employee retires under the provisions of PERS prior to age 65, was  
28 hired between July of 1993 and June of 2001, having reached permanent employee status,  
29 they will be eligible to receive the following fringe benefits:  
30

31 **Tier Two Fringe Benefits:**

32 The District will contribute a sum of \$100.00 per month, with an option for maximum  
33 employee match if they wish, into a Benefit TSA. The TSA will be a portable benefit,  
34 and contributions made into a TSA for the duration of the employee's tenure with the  
35 District. The contribution will begin at the commencement of the employee's first year of  
36 permanent status as a licensed staff member. The TSA may be made with any current  
37 carrier, or with any new carrier that has five or more employees signed up.  
38

39 At retirement, the employee may choose to use the Benefit TSA to purchase coverage  
40 either through the District program at that time, or in a program of their own choice. If  
41 the employee leaves the District at any time prior to retirement, the Benefit TSA and all  
42 earned interest remains the property of the employee and may be disposed of by the  
43 employee as they wish.  
44

45 **Tier Three Eligibility:**

46 Retirement may be a viable option for an employee who has become eligible for  
47 retirement benefits under the provisions of the Public Employee Retirement System.

1  
2 When such eligible employee retires under the provisions of PERS prior to age 65, was  
3 hired during the 2001-2002 school year, having reached permanent employee status, they  
4 will be eligible to receive the following fringe benefits:  
5

6 **Tier Three Fringe Benefits:**

7 The District will contribute a sum of \$50.00 per month, with an option for maximum  
8 employee match if they wish, into a Benefit TSA. The TSA will be a portable benefit,  
9 and contributions made into a TSA for the duration of the employee's tenure with the  
10 District. The contribution will begin at the commencement of the employee's first year of  
11 permanent status as a licensed staff member. The TSA may be made with any current  
12 carrier, or with any new carrier that has five or more employees signed up.  
13

14 At retirement, the employee may choose to use the Benefit TSA to purchase coverage  
15 either through the District program at that time, or in a program of their own choice. If  
16 the employee leaves the District at any time prior to retirement, the Benefit TSA and all  
17 earned interest remains the property of the employee and may be disposed of by the  
18 employee as they wish.  
19

20 **Tier Four Eligibility:**

21 Any new employee hired after July 1, 2002, will receive no Early Retirement Benefit  
22 from the District.  
23

24 **Notice:**

25 An employee planning to take Early Retirement through this Article must give notice to  
26 the Superintendent of Schools at least sixty (60) calendar days prior to his/her retirement  
27 date.  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46

1  
2  
3 **ARTICLE XV**  
4 **LAYOFF/RECALL**  
5

6 **Section A**

7 Seniority shall be defined as the employee’s total length of service in the District since  
8 last date of hire as a licensed teacher. Seniority will be computed and accrue from the  
9 teacher’s date of actual service in a bargaining unit position, and shall continue to accrue  
10 during paid leaves. Seniority shall not accrue during unpaid leaves of absence, but  
11 authorized unpaid leaves of absence shall not be considered to “break” continuity of  
12 employment. In case two or more teachers have the same date of employment with the  
13 District, the tie will be resolved by drawing lots.  
14

15 **Section B**

16 Whenever the Board determines that a layoff is necessary, it will notify the Association  
17 and the affected teachers.

- 18 1. Such notice will be given no later than sixty (60) days prior to the effective date of  
19 the layoff, unless a fiscal or physical situation prevents the District from doing so.  
20 2. If the layoff is to commence with the start of the subsequent school year, notice shall  
21 be given no less than sixty (60) days before the end of the current contract year.  
22

23 **Section C**

24 In the event the Board, in its discretion, determines that a layoff is necessary, it will then  
25 determine the teachers to be retained by means of the following criteria:

- 26 1. Maintenance of the District’s affirmative action policy and compliance with the  
27 affirmative action requirements of ORS 342.934.  
28 2. A determination of whether the teachers to be retained hold the proper license to fill  
29 the remaining position(s); and,  
30 3. A determination of the seniority of the teachers to be retained. and,  
31 4. A determination of the competence of teachers being considered. Competence means  
32 the ability to teach a subject or grade level based upon recent teaching experience  
33 related to that subject or grade level within the last five years, or educational  
34 attainments, or both, but not based solely upon being licensed to teach. The District  
35 may consider a teacher's willingness to undergo additional training or pursue  
36 additional education in deciding upon questions of competence  
37  
38

39 **Section D**

40 Nothing in this Article shall be construed so as to interfere with the Board’s right to  
41 dismiss a permanent teacher pursuant to the provisions of the Fair Dismissal Law or to  
42 dismiss or non-renew a probationary teacher pursuant to ORS 342.835.  
43

44 **Section E**

45 In conducting a layoff under this Article, the District will first determine the program(s)  
46 or area(s) scheduled for layoff or elimination.

- 1 1. After such determination, the District will make every effort to transfer teachers in  
2 such program(s) or area(s) to other vacant positions for which they are properly  
3 licensed.
- 4 2. The District will make every reasonable effort to combine positions in a manner  
5 which allows teachers to remain licensed so long as the combined positions meet the  
6 curriculum needs of the District.

7  
8  
9  
10 **Section F**

11 If within thirty-six (36) months of a layoff, a vacancy occurs within the District for which  
12 a laid-off teacher is licensed per the paragraph 2 below, the recall procedure outlined  
13 below will be followed:

- 14 1. At the time of layoff, the District will provide an opportunity for laid-off teachers to  
15 express in writing a desire to return to the District. The District shall also receive the  
16 teacher's address for recall notification. In the event of a recall, District shall notify  
17 the teacher who has expressed a desire to return to the District of the recall by  
18 certified mail, return receipt, sent to the last address given by the teacher to the  
19 District Office. The teacher will have twenty (20) calendar days from the date of the  
20 mailing to notify the District of intent to return. The teacher must thereafter report on  
21 the starting date specified by the District providing that this will not be less than thirty  
22 (30) calendar days from the date the notice of recall was received, or lose all recall  
23 rights.
- 24 2. All benefits to which a teacher was entitled at the time of reduction, including unused  
25 accumulated sick leave, will be restored to the teacher upon the teacher's return to  
26 active employment, and the teacher will be placed on the proper step of the salary  
27 schedule for the teacher's current position according to the teacher's experience and  
28 education. A teacher will not receive increment credit for the time spent on layoff, nor  
29 will such time count toward the fulfillment of time requirements for acquiring  
30 permanent teacher status. Employee benefits do not accrue during the time of layoff.
- 31 3. Teachers covered by this Article will have the option to continue insurance programs  
32 at their own expense subject to the approval of the insurance carrier.
- 33 4. Teachers covered by this Article will be given consideration for substitute teaching;  
34 such will not affect the teacher recall rights.

35  
36 **Section G**

37 In determining which teacher or teachers to recall, the Board will utilize the criteria set  
38 forth in paragraph 3 of the Layoff procedure above. Any teacher who does not accept a  
39 recall will lose all further recall rights and will be deemed to have resigned from District  
40 employment. Any teacher not recalled pursuant to this Article within thirty-six (36)  
41 months of layoff will be deemed to have resigned from District employment.

42  
43 **Section H**

44 Any "appeal" from the Board's decision on layoff or recall pursuant to this Article shall  
45 be by means of a grievance filed pursuant to Article V, Grievance Procedure. The  
46 decision of the arbitrator will be final and binding on all interested parties as long as the

1 arbitrator's decision is within his/her jurisdiction. The arbitrator is authorized to reverse  
2 the layoff or recall decision made by the District only if the District:  
3 1. Exceeded its jurisdiction.  
4 2. Failed to follow the procedure applicable to the matter before it.  
5 3. Made a finding or order not supported by substantial evidence in the whole record; or,  
6 4. Improperly construed the applicable law.

7  
8  
9  
10 **Section I**

11 Any probationary teacher who is non-renewed or dismissed for the same, and only the  
12 same, reason or reasons which the Board could have used to conduct a reduction in force  
13 under this Article, will be afforded re-employment rights in accordance with the recall  
14 paragraphs in this Article.  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47

1  
2  
3  
4  
5 **ARTICLE XVI**  
6 **PAYROLL AND DEDUCTIONS**  
7

8 **Section A- Association dues**

9 Any teacher who is a member of the Association or who has applied for membership may  
10 sign and deliver personally or through the Association to the Superintendent an  
11 assignment authorizing deductions of membership dues in the United Teaching  
12 Profession (i.e., local, OEA-NEA). Such authorization shall continue in effect from year-  
13 to-year unless revoked in writing as herein after provided. Pursuant to such authorization,  
14 and depending upon the payroll option chosen by the employee, the District shall deduct  
15 an equal portion of such dues from each salary check issued beginning with the October  
16 check.

17  
18 **Section B- Payroll deductions**

19 Teachers' payroll checks shall itemize all payroll deductions.  
20

21 **Section C- Fair share**

- 22 1. The licensed staff shall have the right to hold a secret ballot election among members  
23 of the bargaining unit to determine if a majority of the members wish to institute a  
24 Fair Share provision as part of this Collective Bargaining Agreement. The  
25 Association shall certify the result of the election to the Board. If the result is  
26 affirmative, the Board shall deduct from the salary of each member of the bargaining  
27 unit an amount equal to one hundred (100) percent of the dues of the bargaining agent  
28 in the same manner as that provided for in Section A above.
- 29 2. The Association does hereby indemnify and will defend the District against all  
30 claims, charges, damages, legal fees and costs incurred as a result of a legal  
31 determination that the withholding of sums as herein provided from non-members of  
32 the Association has been in the past and is now illegal or unconstitutional.
- 33 3. Deductions of fair share fees for less-than-half-time teachers shall be prorated.  
34

35 **Section D- Salary schedule**

36 The compensation schedule for employees is attached to this Agreement and by this  
37 reference is incorporated herein. The salary schedule/index shall be the same official  
38 salary schedule for all employees in the bargaining unit and shall not be deviated from  
39 except through mutual written consent of the Association and the District.  
40

41 The District hereby agrees to pay the employees' PERS pickup portion of the  
42 contribution to the employees' PERS/Oregon Public Service Retirement Plan (OPSRP)  
43 accounts.  
44

45 **Section E- Salary placement**

46 An employee new to the District shall be placed on the salary schedule using the  
47 following criteria:



- 1 1. New employees shall receive full credit for years of experience with each year worth  
2 one (1) step, and mutually agreed upon in writing.

3 **Section F- Salary advancement**

- 4 1. Effective July 1 of each year all employees, except those on the top step of each  
5 column, shall receive a step increase.  
6 2. Licensed employees who earn additional educational degrees/credits must notify the  
7 District by September 1 to qualify for column advancement for that school year.  
8 Transcripts must then be submitted by November 1.

9  
10 **Section G- Payment schedule**

- 11 1. Teachers may choose to have their annual salaries issued to them in twelve (12)  
12 monthly installments.  
13 2. Teachers may opt to receive the balance of their annual salaries in the last paychecks  
14 of the regular school year.  
15 3. Paychecks shall be issued on the 25<sup>th</sup> day of each month except that if the 25<sup>th</sup> falls on  
16 a weekend or during a holiday/vacation, paychecks shall be issued on the last day of  
17 school prior to the holiday/vacation.  
18 4. Teachers shall be allowed to “draw” an advance on their monthly paychecks at the  
19 midpoint of any pay period. This advance shall not exceed one-half the total of their  
20 monthly net pay.

21  
22 **Section H- Miscellaneous-salary**

- 23 1. All employees in the bargaining unit employed less than full-time will be paid at a  
24 pro rata portion of the full-time salary.  
25 2. All employees employed more than one hundred ninety-one (191) days will receive  
26 compensation in proportion to the extra time required, based upon normal load at  
27 current salary. Refers to extended contract.

28  
29 **Section I- Extra-duty**

30 The compensation schedule for extra-duty positions is attached to this Agreement as  
31 Appendix B and by this reference incorporated herein. This schedule shall be the official  
32 extra-duty schedule for all employees in the bargaining unit and shall not be deviated  
33 from except through mutual written consent of the Association and the District.  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47

1  
2  
3 **ARTICLE XVII**  
4 **INSURANCE AND OPTIONS**  
5

6 **Section A- Medical/dental insurance**

7 The District shall contribute a sum not to exceed \$1210.00 per month per full-time  
8 employee for insurance purposes for 2013-2015 year. The Association shall choose from  
9 among the OEGB plans available. An employee with proof of existing group coverage  
10 from another source may opt out of insurance and the district will contribute 50% of the  
11 premium contribution to a TSA or HRA as selected by the District, in accord with all  
12 regulations. An employee who chooses coverage eligible for an HSA, may contribute the  
13 difference in policy cost and district contribution to an HAS as selected by the District, in  
14 accord with all regulations.

15 All employees will be allowed to pay for any excess insurance premiums and to purchase  
16 group term life insurance, **vision, orthodontia**, and long-term disability through payroll  
17 deduction using a Section 125 plan.  
18

19 **Section B**

20 The Board agrees to provide the above-mentioned benefit programs within the  
21 underwriting rules and regulations as set forth by the carrier(s) in the Master Contract by  
22 the policyholder.  
23

24 **Section C- LTD insurance**

25 Employees shall be allowed to purchase LTD (Long-Term-Disability) insurance through  
26 a payroll deduction plan. The LTD plan and carrier shall be selected by the employee  
27 with a minimum enrollment number of five (5).  
28

29 **Section D- Authorization of Payroll Deduction**

30 In the event that the amount paid by the District for the purchase of health insurance for  
31 each eligible employee is less than the actual cost of that insurance, then each affected  
32 employee shall pay the difference through payroll deduction.  
33

34 **Section E- Limit to Programs that are Offered**

35 The benefit program(s) identified herein shall be provided only in accordance with the  
36 underwriting rules and regulations as set forth by the carrier(s) in the policy (policies)  
37 retained by the policyholder.  
38

39 In spite of any statements in this Agreement to the contrary, nothing shall change the  
40 interpretations, meanings, or intent of the provisions of the insurance contracts between  
41 the Board and the insurance carriers.  
42

43 The District will not be obligated and shall not pay for any medical and/or dental  
44 expenses not covered by the insurance carrier(s). Such expenses shall be the sole  
45 obligation of the employee(s) incurring them.  
46  
47

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47

**ARTICLE XVIII**  
**MISCELLANEOUS PROVISIONS**

**Section A- Maintenance of standards**

1. The duties of any teacher, or the responsibilities of any position in the bargaining unit will not be substantially altered without prior consultation with the teachers represented by the Association.

**Section B- Separability**

1. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, the provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in force and effect.

**Section C- Renewal**

1. This Agreement shall automatically be renewed from year-to-year and shall be binding for additional periods of one year unless either the Board or the Association gives written notice to the other not later than November 1<sup>st</sup> next prior to the aforesaid expiration date of the Agreement, of its desire to modify the Agreement for a successive term or to terminate the Agreement.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46

**ARTICLE XIX**  
**DURATION AND EFFECT OF AGREEMENT**

This agreement shall become effective on July 1, 2013 and remain in full force and effect through June 30, 2015.

1. This Agreement shall not be modified in whole or in part, except by an instrument in writing duly executed (signed) by both authorized parties.



**EXECUTION/SIGNATURES**

Executed this \_\_\_\_ 8th \_\_\_\_\_ day of \_\_\_\_ May \_\_\_\_\_, 2013 at Union, Oregon, by the undersigned officers by authority of and on behalf of the Union School District No. 5 Board of Directors and the Union Education Association.

For the Association

For the District

\_\_\_\_\_  
(President)

\_\_\_\_\_  
(Board Chair)

\_\_\_\_\_  
(Negotiation Chair)

\_\_\_\_\_  
(Superintendent)

1  
2  
3  
4

**APPENDIX B**  
**EXTRA-DUTY SALARY SCHEDULE**  
**2008-2011**

| Position              | Salary     | Number |             |
|-----------------------|------------|--------|-------------|
| Head FB Coach         | \$4,000.00 | 1      | \$4,000.00  |
| Head VB Coach         | \$4,000.00 | 1      | \$4,000.00  |
| Head XC Coach         | \$4,000.00 | 1      | \$4,000.00  |
| Head BxB<br>Coaches   | \$4,000.00 | 2      | \$8,000.00  |
| Head WR Coach         | \$4,000.00 | 1      | \$4,000.00  |
| Head CH Coach         |            | 1      |             |
| Head SB Coach         | \$4,000.00 | 1      | \$4,000.00  |
| Head BB Coach         | \$4,000.00 | 1      | \$4,000.00  |
| Robotics Coach        | \$2,000.00 | 1      | \$2,000.00  |
| Head TR Coach         | \$4,000.00 | 1      | \$4,000.00  |
| Athletic Director     | \$4,000.00 | 1      | \$4,000.00  |
| FFA Advisor           | \$4,000.00 | 1      | \$4,000.00  |
| Asst. FB Coach        | \$2,500.00 | 2      | \$5,000.00  |
| Asst. BxB Coach       | \$2,500.00 | 2      | \$5,000.00  |
| Asst. TR Coach        | \$2,500.00 | 1      | \$2,500.00  |
| Asst. VB Coach        | \$2,500.00 | 1      | \$2,500.00  |
| Asst. BB Coach        | \$2,500.00 | 1      | \$2,500.00  |
| Asst. SB Coach        | \$2,500.00 | 1      | \$2,500.00  |
| FBLA Advisor          | \$3,000.00 | 1      | \$3,000.00  |
| Asst./JH WR<br>Coach  | \$2,500.00 | 1      | \$3,000.00  |
| Band Director         | \$2,500.00 | 1      | \$2,500.00  |
| JH Football           | \$1,400.00 | 2      | \$2,800.00  |
| JH Basketball         | \$1,400.00 | 2      | \$2,800.00  |
| JH Volleyball         | \$1,400.00 | 1      | \$1,400.00  |
| Prom Advisor          | \$1,500.00 | 1      | \$1,500.00  |
| JH Track              | \$1,400.00 | 1      | \$1,400.00  |
| Yearbook              | \$1,250.00 | 1      | \$1,250.00  |
| Play Director         |            | 1      |             |
| Ticket Takers         | \$1,500.00 | 1      | \$1,500.00  |
| Graduation<br>Advisor | \$620.00   | 1      | \$620.00    |
| JH Cross Country      | \$1,400.00 | 1      | \$1,400.00  |
|                       |            | Total: | \$92,870.00 |

5  
6  
7  
8  
9  
10  
11  
12  
13  
14

Curriculum/Instruction Development Team \$20.00/hr.

These positions will be voluntary, but the make-up of the teams will be determined by department/committee chair, tuition bank committee chair, building principal, and superintendent. The rotation of departments will be determined by the sequence as established by the state for the adoption of content textbooks.

Dance Chaperones \$75.00 per dance

1  
2  
3  
4