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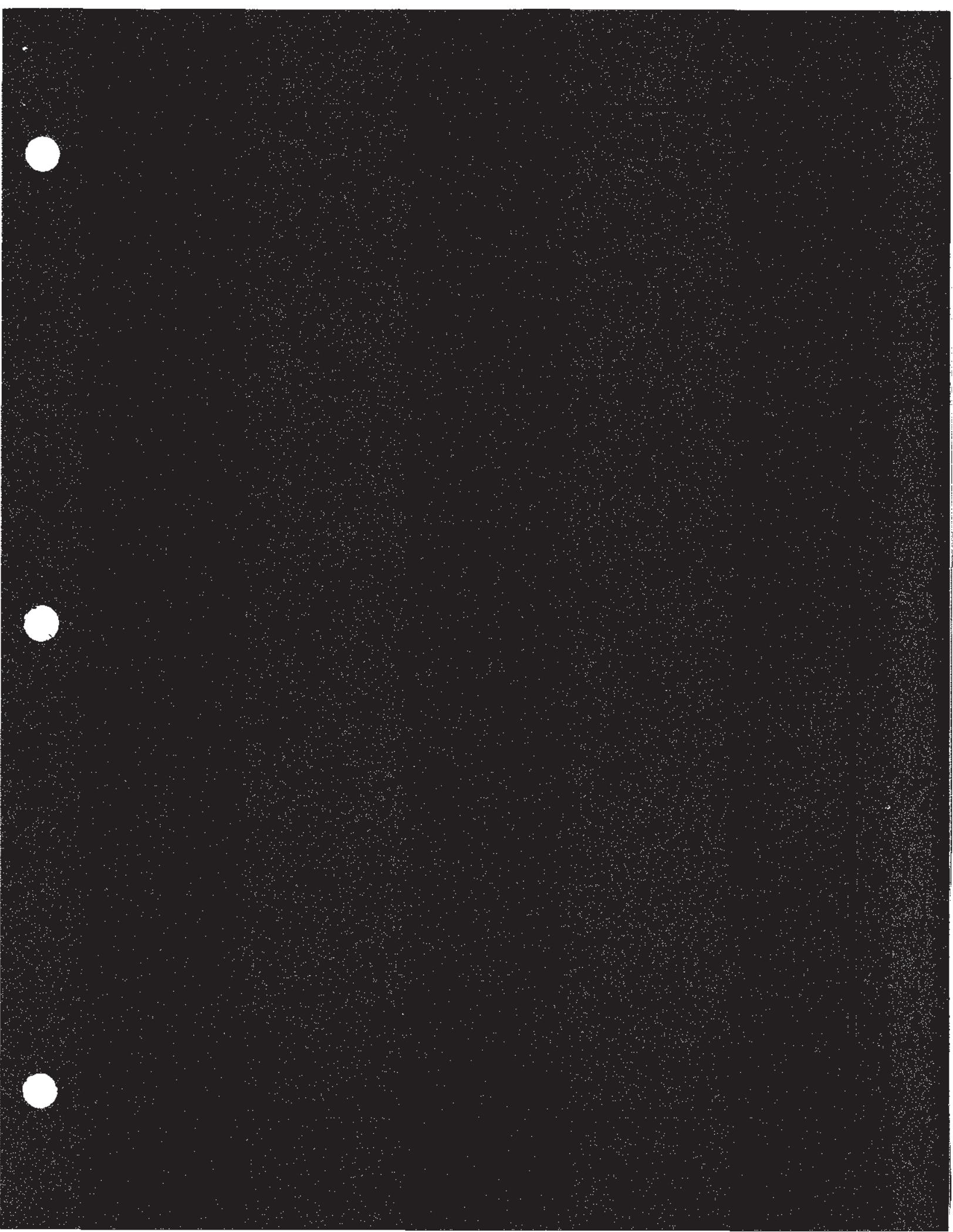


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COLLECTIVE BARGAINING AGREEMENT
between
EUGENE SCHOOL DISTRICT NO. 4J, LANE COUNTY, OREGON
and
THE EUGENE EDUCATION ASSOCIATION

This Agreement made the 14th day of May 2003 by and between the EUGENE EDUCATION ASSOCIATION, herein called "Association," and the Board of Directors on behalf of EUGENE SCHOOL DISTRICT NO. 4J, Lane County, Oregon, herein called "Board" or "District."

The parties to this Agreement agree as follows:

ARTICLE I - RECOGNITION

1.1 EXCLUSIVE REPRESENTATIVE: The Board hereby recognizes the Eugene Education Association as the exclusive representative, as defined in ORS 243.650 to 243.782, of all certified personnel, except supervisory and confidential personnel, substitutes, per diem employees, and employees working less than one-half time.

1.1.1 The term "unit member" shall include all employees represented by the Association in the bargaining unit. The term shall include teachers, counselors, nurses, librarians, social workers, psychologists, vocationally certified teachers, speech clinicians, occupational therapists, physical therapists, athletic trainers, reading specialists, home/hospital teachers, clinical professors, department chairpersons, and head teachers.

1.1.2 A contract unit member is a contract teacher under Oregon law.

1.1.3 The term "Board" shall include its officers and agents.

1.1.4 The term "Superintendent" shall include the Superintendent or his/her designee.

1.1.5 The term "substitute" shall include those teachers who teach fewer than one hundred four (104) consecutive teaching days in a school year for a teacher who is absent.

1.1.6 Solely for the purpose of interpreting Section 1.1.4, the term "school year" means the period beginning with the first day

2.5 MAINTENANCE OF STANDARDS: No unit member, as a result of this Agreement, shall suffer any loss of compensation or established conditions of employment with respect to mandatory subjects of bargaining which have been enjoyed by a majority of unit members in similar job assignments.

2.6 EFFECTIVE DATE:

2.6.1 This Agreement shall take effect on July 1, 2003, and shall be implemented on that date except when another date is specifically designated.

2.6.2 This Agreement shall remain in full force to and including June 30, 2005.

2.7 NEGOTIATING A SUCCESSOR AGREEMENT: The parties agree to enter into collective bargaining over a successor agreement no later than December 1 in the calendar year prior to the expiration of the Agreement as stated in Section 2.6. Any Agreement so negotiated shall be reduced to writing and signed after ratification by the parties. The District and the Association shall provide for and make every reasonable effort to conclude negotiations, including provisions for an effective date, a reopening date, and an expiration date, at a time to coincide, as nearly as possible, with the period during which the appropriate legislative bodies may act on the operating budget of the District.

2.8 RENEGOTIATION OF INVALID AGREEMENTS:

2.8.1 In the event any provision of the collective bargaining agreement is declared to be invalid by any court of competent jurisdiction, by ruling of the Employment Relations Board or by inability of the District or the unit members to perform to the terms of the Agreement, then upon request by either party, the provision(s) declared invalid and other affected provisions, of the collective bargaining agreement shall be reopened for negotiation.

2.8.2 If the District closes its schools:

- a. Unit members shall not be paid for contract days during the school closure.
- b. The District insurance contribution in Article VI shall continue during a school closure.

which a unit member works, allegedly caused by inequitable or unfair application of established administration rules and regulations, written School Board policies, or the interpretation, application or violation of provisions of this Agreement. Disputes involving either attempts to change the collective bargaining agreement or representation disputes arising under ORS 243.682; 243.686; or 243.692 are not grievable under this provision.

3.2.2 AGGRIEVED PERSON: An "aggrieved person" is the person or persons making the claim. The Association may be an "aggrieved person" in instances where an alleged contract violation affects the Association or a clearly defined class of unit members.

3.2.3 PARTY IN INTEREST: A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

3.2.4 REPRESENTATIVE: A "representative" is anyone, including an attorney, whom a party in interest selects to speak for and/or to advise him or her.

3.2.5 IMMEDIATE SUPERVISOR: An "immediate supervisor" is the employee who has direct supervisory responsibilities over the aggrieved person.

3.2.6 DAY: A "day" shall mean a regular work day, excluding Saturdays, Sundays, vacation days, and holidays.

3.3 PROCEDURE:

3.3.1 TIME LIMITS: It is important that grievances be processed as rapidly as possible. The number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement.

3.3.2 YEAR-END GRIEVANCES: In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be reduced so that the grievance

(20) days after the presentation of the grievance, he or she may appeal the grievance to the Superintendent by delivering a written notice of appeal to the Superintendent's office within five (5) days after receiving notice of the decision, or within fifteen (15) days after presentation of the grievance, if no written decision was rendered.

- b. The appeal shall include a copy of the original grievance, the decision rendered, if any, a concise statement of the reasons for the appeal and the specific relief requested.
- c. The Superintendent shall hold a hearing and make a decision within fifteen (15) days.
- d. The Superintendent shall communicate his/her decision in writing to the Association and the parties in interest within fifteen (15) days after receipt of the notice of appeal.

3.3.6

LEVEL THREE - ARBITRATION

- a. The Association, which has a duty of fair representation to unit members, may submit a qualified grievance to arbitration by notifying the Superintendent within twenty (20) days of the Level Two decision.

A dispute qualifies for arbitration if it is a contract grievance. A contract grievance is one which pertains to any dispute about the interpretation or application of the collective bargaining agreement between the parties. In addition, matters covered by the "just cause" clause shall be arbitrable.

- b. Within ten (10) days after such a written notice of submission to arbitration, the Superintendent and Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties cannot reach agreement on an arbitrator or obtain such a commitment within the ten (10) day period, as they have in the past, they shall submit the selection of the arbitrator to AAA and be bound by the rules of that agency.
- c. The arbitrator so selected shall hold hearings promptly

- d. If the Board finds that it cannot reach a proper decision on the record, it may reopen the record for the taking of additional evidence. The Board shall allow time for oral argument by the parties in interest, or their representatives.
- e. The Board shall render its decision in writing to the parties in interest not later than fifteen (15) days after the close of the hearing. The decision of the Board shall be final and binding on the parties.

3.4 MISCELLANEOUS:

- 3.4.1 **RIGHTS OF UNIT MEMBERS TO REPRESENTATION:** Any aggrieved person may be represented at all stages of the grievance procedure by him or herself or by a representative of his or her choice. When a unit member is not represented by the Association, the Association shall have the right to be present at all stages of the grievance procedure.
- 3.4.2 **GROUP GRIEVANCE:** A group grievance may be filed when an alleged violation affects a clearly defined class of unit members. The Association may submit such grievances in writing to the Superintendent commencing at Level Two.
- 3.4.3 **SIMILAR GRIEVANCES:** The District agrees that it will apply to all substantially similar situations the decisions of an arbitrator sustaining a grievance, and the Association agrees that it will not support, encourage, nor represent any unit member in any grievance which is substantially similar to a grievance denied by the decision of an arbitrator. The foregoing is qualified only in the event the arbitrator's decision is set aside by a court of competent jurisdiction or the Employment Relations Board, in which case neither party shall be bound by the foregoing provision.
- 3.4.4 **WRITTEN DECISION:** Decisions rendered at all levels except the Informal Level shall be in writing setting forth the decision and the reasons for it. The written decision shall be transmitted promptly to all parties in interest and to the Association.
- 3.4.5 **FILE OF GRIEVANCE PAPERS:** All documents, communications, and records dealing with the grievance shall be designated confidential information, and shall be filed in a

and why in the District's opinion that material is exempt from disclosure by law.

- b. When the Association requests information which is available, the District shall provide a copy free of charge. If copies are not available, the District shall provide copies and charge the Association for the actual cost of reproduction. If the item requested is something the District does not normally compile, then the administration shall notify the Association as to the estimated time and cost to produce it. If the Association agrees, then the District shall produce the information and charge the Association the actual cost or the estimated cost of production, whichever is less.

3.4.11 ARBITRABILITY: The arbitrability or grievability of a grievance may be submitted to arbitration. The arbitrability or grievability of the claim shall be determined by the arbitrator as provided under Level Three and after completing lower steps in the grievance process. If an arbitrator rules that a grievance is not arbitrable, he/she shall proceed to rule whether or not the matter is grievable. Cases involving alleged discrimination covered by Title VII of the 1964 Federal Civil Rights Act shall be grievable but not arbitrable. Bringing a court action or seeking an administrative resolution of a grievance shall act as a substitution for this grievance procedure and shall constitute an election of some other remedy in place of this grievance procedure.

ARTICLE IV - SALARIES AND RELATED COMPENSATION

4.1 PROFESSIONAL SALARY PLAN: The professional salary plan for all unit members, except as herein provided, shall be as described below.

4.1.1 The 2003-04 and 2004-05 professional salary plans shall be as in Appendix A. The 2003-04 salary schedule shall be increased by one percent (1%) effective June 30, 2004. The 2004-05 salary schedule shall be increased by one and a quarter percent (1.25%) effective June 30, 2005.

4.1.2 The amount of each horizontal and vertical step on the professional salary plan shall be three and seven-tenths percent (3.7%) greater than the immediately preceding step.

generally after the person is eligible for licensure in a state and/or jurisdiction where employed.

Exception will be granted for work-related experience which includes but is not limited to one or more of the following conditions:

- a. Teaching in a college or university
- b. Teaching in a foreign school where no license is required

4.3.3

Eligible work-related experience shall be evaluated and prorated to determine the number of years of credit to be given based on the following criteria.

- a. Teaching time will include instruction time with students and preparation time equal to one-half hour of preparation time for every two hours of student instruction time. Teaching time does not include substitute teaching except as provided in section 4.3.4 and the District collective bargaining agreement with the Eugene Association of Substitute Teachers.
- b. Teaching time will be credited as follows:
 - 1. A full school year of teaching time will be credited for each year continuously employed in a regular teaching position at .5 or greater FTE, providing the start date in the position was on or before the first District teacher work day in February.
 - 2. Employment for less than a full school year, or less than .5 FTE, will be converted to full-time equivalent days by multiplying the FTE by the number of days worked. One year of experience credit will be given for every 191 full-time equivalent days, up to the maximum number of years allowable.

4.3.4

Any newly-hired unit member who completed at least one-half (1/2) year of substitute teaching service in the same District assignment shall be given prior experience salary schedule credit for said service, if hired into a regular bargaining unit position.

the lower preparation column and shall be revised upon presentation of proper evidence to the higher preparation column if submitted after July 1.

4.5.2 When unit members move from a lower to a higher preparation column on the salary schedule by completing additional degrees or credit, they shall be placed on the new column step which is one step higher than their former place on the schedule unless this results in their receiving a lower salary than that being paid a person with similar experience newly employed by the District. In this event, unit members shall be placed on the same step as a newly hired unit member with similar training and experience. Thereafter, unit members shall progress in the new column until the maximum is reached.

4.5.3 Effective July 1, 1993, the following salary columns, post-bachelor course credits and/or degrees are in effect:

a. **Bachelors Column - Requires a Bachelors Degree awarded by an accredited college or university.**

b. **Bachelors +23 Quarter Hours Column - Requires a Bachelors Degree and twenty-three (23) quarter hours of undergraduate and/or graduate course work taken at an accredited college or university and earned after the awarding of the Bachelors Degree.**

c. **Bachelors +45 Quarter Hours Column - Requires a Bachelors Degree and forty-five (45) quarter hours of undergraduate and/or graduate course work taken at an accredited college or university and earned after the awarding of the Bachelors Degree.**

d. **Bachelors +60 Quarter Hours/Masters Degree Column - Requires either:**

1. **A Bachelors Degree and sixty (60) quarter hours of undergraduate and/or graduate course work taken at an accredited college or university and earned after the awarding of the Bachelors Degree. To qualify, the course work must be relevant to the unit member's professional development as a District 4J employee.**

university and earned after the awarding of a Bachelors Degree. Undergraduate courses taken must be relevant to the unit member's professional development as a District 4J employee.

3. A Masters Degree and forty-five (45) quarter hours of graduate and/or undergraduate level courses taken at an accredited college or university and earned after the awarding of the Masters Degree. Undergraduate courses taken must be relevant to the unit member's professional development as a District 4J employee.

g. Masters +90 or Ph.D. Column - Requires one of the following:

1. Ninety (90) quarter hours taken at an accredited college or university subsequent to completion of the Masters degree. The last forty-five (45) quarter hours must be taken for graduate level credit and must be approved by the Director of Instruction. These must directly relate to the unit member's professional development.
2. Ninety (90) quarter hours taken at an accredited college or university subsequent to completion of the Masters degree. The last forty-five (45) hours may be a combination of undergraduate and/or graduate credit hours if unit members submit to the District a comprehensive plan for completion of these forty-five (45) hours. This comprehensive plan must be of high standard and directly relate to the unit member's professional development.
3. Forty-five (45) quarter hours taken at an accredited college or university subsequent to completion of all requirements for the Bachelors+90 w/Masters or MA+45 column. These forty-five (45) quarter hours must be taken for graduate credit and must be approved by the Director of Instruction. These must directly relate to the unit member's professional development.
4. Forty-five (45) quarter hours taken at an accredited

4. Each credit hour requires a minimum of ten (10) hours of seat time and the expectation of twenty (20) hours of out-of-class work.

4.5.5.1 The District may approve EEA sponsored classes for advancement on the salary schedule when an EEA class meets all the terms and conditions for approval in section 4.5.5.

4.6 **SALARY WHEN PROMOTED:** When a unit member is promoted or transferred by the District within the same employment classification, his or her new salary shall not be less than the former salary.

4.7 **METHOD OF PAYMENT:** Unit members' salaries shall be paid in twelve (12) monthly installments. The first installment shall be paid on September 1 of each year and each subsequent installment shall be paid on the first day of each month thereafter. Unit members may receive the balance of their annual salary on July 1 if they submit a written request for payment before June 1. If the first of any month falls on a weekend or holiday, payday will be the final business day preceding the weekend or holiday.

4.8 **PAYROLL DEDUCTIONS:** The District shall deduct from the salaries of the unit members at the unit member's request, the following:

- Dues to the Association
- Premiums for Board approved health and welfare benefits
- Tax sheltered annuities (TSA) which the District has approved
- Salary continuation insurance
- Contributions to the United Way
- Payments to the School Employees Credit Union of Lane County

4.8.1 Payment in lieu of dues shall be made without the unit member's request.

4.8.2 The Association shall hold the District harmless from any and all claims, facts, orders, or judgments against the District as a result of deductions paid to the Association.

4.8.3 Any unit member may request in writing the unit member's regular Association membership dues to be deducted from the unit member's salary. The first monthly deduction shall be made on the following pay date after the authorization is received. Such authorization shall continue in effect until

- 4.9.1.1 Eligible unit members who advance salary columns and who continue to be eligible for the top step of the new column will be eligible for the longevity payment in the new column.
- 4.9.2 Unit members shall qualify for advancement to the longevity step as described in Section 4.4.
- 4.9.3 The District will deduct the unit member's share of payroll deductions.
- 4.9.4 Unit members who are eligible under Section 4.9 for Longevity Pay and who take unpaid leave (Article IX) shall continue to be eligible for Longevity Pay upon their return from leave.
- 4.9.5 At retirement from District employment a unit member's rights to longevity pay are as follows.
 - 4.9.5.1 A unit member who is on step 13 at the time the unit member retires, is not eligible for longevity pay at the time of retirement.
 - 4.9.5.2 A unit member who retires during a work year and who has opted to receive longevity pay in a lump sum payment on December 1, will receive no additional longevity payment at retirement.
 - 4.9.5.3 A unit member who retires during a work year and who has opted to receive longevity pay as part of monthly payroll, will receive the balance of that work year's monthly longevity payments in a lump sum in the payroll period that coincides with the unit member's retirement date.
 - 4.9.5.4 Unit members who retire at the end of a full work year while receiving longevity shall be paid an additional lump sum amount equal to the highest step increment of the unit member's pay column.
- 4.10 **SUPPLEMENTAL RETIREMENT BENEFIT:** The District will provide two supplemental retirement plans for eligible unit members. A unit member hired and employed as a bargaining unit member prior to July 1, 1998 and is continuously a bargaining unit member until the date of retirement from

- b. Notwithstanding 4.10.2.a, unit members who elect supplemental retirement must provide the District with at least sixty (60) days' advance notice of retirement. Notice may be revoked or waived with District consent.

4.10.1.3 MONTHLY STIPEND. The amount and maximum number of the monthly stipends are specified in the table below.

Age at Retirement	Years in PERS	Max. No. of Monthly Stipends	Monthly Stipend Amount	Max. Stipend Amount
55 or fewer years	30	84	\$400	\$33,600
56	30	72	\$400	\$28,800
57	30	60	\$400	\$24,000
58	10 or more	48	\$450	\$21,600
59	10 or more	36	\$450	\$16,200
60	10 or more	24	\$360	\$ 8,640
61	10 or more	12	\$360	\$ 4,320

4.10.1.4 EARLY OUT OPTION. A unit member between age fifty-three (53) and fifty-eight (58) with ten (10) years in the District is eligible for the Early Out Option without attaining thirty (30) years participation in PERS. The Early Out Option is available to bridge a unit member to his/her earliest eligibility date which is either at age fifty-eight (58) or at attaining thirty (30) years in PERS. The maximum total stipend and insurance contribution amounts a unit member can receive are determined by his/her age at earliest eligibility under the regular supplemental retirement program. (See table above, Section 4.10.3.)

4.10.1.5 FLEXIBLE PAYMENT OPTION. Any eligible unit member who retires prior to age fifty-eight (58) can prorate the total stipend amount in monthly payments not to exceed seven hundred and fifty dollars (\$750.00) from the date of retirement to age sixty-two (62). Monthly stipend payments must be in equal amounts and must be paid consecutively. A unit member who chooses the early out option can choose to prorate the total cost of the District's

member per month effective October 2003 and October 2004.

- b. In the event unit member and spouse Retiree Medical Insurance costs exceed the District's total monthly contribution, excess costs will be deducted from the monthly stipend payments, or, in case of retired unit members who are beyond age sixty-two (62), excess costs will be paid by the retired unit member.
- c. In the event of the unit member's death prior to both the Social Security full retirement age and coverage under Medicare, the District, if the spouse of the unit member is at the time of the unit member's death not covered by Medicare, shall pay monthly contributions incident to covering such spouse under the District's Medical Insurance program until such time as the unit member would have reached the Social Security full retirement age. If the deceased unit member's spouse or domestic partner qualifies for federal Social Security Medicare coverage prior to age 65 because of a disability, then, as determined by the Joint Benefits Committee, the retired unit member's spouse or domestic partner will be eligible to receive a monthly reimbursement amount, from the Certified Insurance Reserves, not to exceed the amount of the District's retiree monthly insurance contribution to be used to purchase a supplemental Medicare coverage plan.
- d. The insurance carrier for the District's Retiree Medical Insurance program will be determined as provided in Article VI.

4.10.2

PLAN B:

- a. Effective January 1, 1999 the District shall offer unit members who are eligible for the Plan B Supplemental

an Athletic Trainer attends a post season event under the terms of section 5.4.9, then the Trainer shall be paid h/h per diem rate unless the event is during the trainers regular work time.

- 4.12 TRAVEL ALLOWANCE: Unit members required in the course of their daily work to drive personal automobiles exclusive of the normal daily commute shall receive reimbursement at the prevailing I.R.S. mileage rate. The allowance given for authorized use of personal cars for field trips or other business of the District shall be at the same rate.

ARTICLE V - EXTRA DUTY COMPENSATION

- 5.1 ACTIVITY SCHEDULE: Unit members performing extra duty service to cover responsibilities over and above those usually assigned during the school year shall receive additional compensation. The following percentages shall apply to the unit member's actual column of the salary schedule (the unit member's step placement on their column is based on their specific extra duty experience credit as defined in Section 5.5):

5.1.1 Senior High Coaches: Men

Head Football	15%
1st Assistant Football	10%
2nd Assistant Football	10%
3rd Assistant Football	7%
4th Assistant Football	7%
5th Assistant Football	7%
6th Assistant	7%
Head Basketball	15%
1st Assistant Basketball	10%
2nd Assistant Basketball	7%
3rd Assistant Basketball	7% *
Head Baseball	10%
1st Assistant Baseball	7%
2nd Assistant Baseball	6%
Head Wrestling	10%
1st Assistant Wrestling	7%
2nd Assistant Wrestling	6% *
Head Soccer	10%
1st Assistant Soccer	7%
2nd Assistant Soccer	5%
Tennis	6%
Open Facilities	unit member's hourly rate

8th Grade Soccer----- 4% *
 7th Grade Soccer----- 4% *

5.1.5 Middle School Coaches: Women

Head Volleyball----- 4.75%*
 Assistant Volleyball----- 4.5%*
 Assistant Volleyball----- 4.5%*
 8th Grade Soccer----- 4% *
 7th Grade Soccer----- 4% *

5.1.6 Middle School Coaches: Coed

Head Track----- 7%*
 1st Assistant Track----- 5%*
 2nd Assistant Track----- 5%*

5.1.7 Music

Elementary Instrumental----- 1%
 Full-time Elem Instructor----- 2%
 Middle School Orchestra----- 3%
 Senior High Orchestra----- 4%
 Middle School Band----- 4%
 Middle School Choir----- 4%
 Senior High Choir----- 8%
 Senior High Band----- 10%

5.1.8 General

Senior High Speech----- 12%
 Senior High Paper----- 10%
 Senior High Yearbook----- 10%
 Senior High Rally----- 8%
 Senior High Dance Team Adv- 6%
 Senior High Drama & Stagetraft:
 each play----- 6%
 for up to 2 plays per year
 Senior High Musical----- 6%
 for one musical play to be
 divided among drama/
 stagetraft, orchestra, & vocal

extra duty positions. The notice shall be sent on or before September 1 and May 1 each work year.

5.2.2 The terms of Appendix B provide a process for posting and hiring of a teacher for the head coaching positions for high school boys' and girls' basketball and for high school boys' football.

5.3 **CONTRACTING OUT SUPERVISORY WORK:**

5.3.1 The District agrees to first hire up to four members of the bargaining unit for high school athletic game supervision positions. The District retains the right to determine the total number of positions at each basketball game and may hire nonbargaining unit members for additional positions at basketball games. If the District should decide to hire members in activities other than high school basketball to fill positions described in this section, the District will pay in accordance with section 5.6. Except members hired as ticket personnel, door monitor, and crowd control positions shall be paid at sixty percent (60%) of the hourly rate as established in Section 5.6. All other positions shall be paid the full hourly rate.

5.3.2 Bargaining unit members will be notified of vacancies through the District's customary notification procedure. If there are insufficient applicants either from the same high school or the same region to fill the positions reserved to the bargaining unit, the District may hire other persons for those positions unless bargaining unit applicants become available.

5.3.3 The bargaining unit member shall continue in the position for the duration of the season, except the individual's right to a position may be terminated for an unexcused absence.

5.4 **ADDITIONAL RESPONSIBILITIES:** Unit members performing services over and above those usually assigned during the school year shall receive additional compensation.

5.4.1 The following percentages shall be computed on the individual's actual salary.

5.4.2 Additional responsibilities may require the following additional work days beyond the school year:

5.4.7

Instructional Time:

- a. Senior High Department Chairpersons or persons with equivalent responsibility shall not teach more than four (4) periods per day.
- b. Senior High Head Teachers, Middle School Team Leaders or persons with equivalent responsibility and Middle School Intramural Coordinators shall not teach more than five (5) periods per day.
- c. Senior High School Athletic Coordinators shall teach no more than half time over a school year.
- d. Education Support Services Department Chair and Department Chair/Conveners have the ability to schedule noninstructional time during their work day. See June 14, 2000, memo.

5.4.8

PROCESS FOR CHANGING ADDITIONAL RESPONSIBILITIES:

- a. District schools and departments may propose to the Joint Contract Administration Committee (JCAC, see Article 16.2) changes in leadership structure and compensation for unit members provided they have consensus or formal approval by at least seventy-five percent (75%) of the unit members at the site and approval of the site administration. The compensation can not exceed the funds budgeted for Article 5.4.
- b. The JCAC will review and approve a proposal, or refer it back to the site for modification.
 - 1. If a proposal is sent back, the school or department will consider the recommended changes and submit a final proposal to the JCAC.
 - 2. If the JCAC does not approve the structure and compensation as proposed, the Association can grieve the compensation terms on the basis that the compensation is not reasonable and equitable for the leadership responsibilities as assigned and carried out by the unit member.

and g. may choose any of the above methods or combinations of methods.

5.4.9 ELEMENTARY TEACHER LEADERSHIP EXTRA DUTY COMPENSATION

Elementary teachers in each elementary school (neighborhood and alternative) will receive additional release days for accepting teacher leadership responsibilities in the school as follows.

Elementary teacher leadership responsibilities include:

- a. Grade level facilitators,
- b. Assistance with coordination of staff development and/or school improvement on such issues as addressing the achievement gap or special needs students,
- c. Technology assistance person, and
- d. Coordination and organization of student performances.

This list can be changed based on the needs of a school; however, changes must be approved by the JCAC using the section 5.4.8 process. The elementary leadership responsibilities and number of release days for each leader must be reported annually to JCAC.

The teacher who accepts leadership responsibilities will receive paid release days during the work year. These days can be taken on days selected by the teacher with reasonable advanced notice to the principal including days before and after weekends, vacations and holidays. The teacher has the option of receiving salary compensation for unused release days at the teacher's per diem rate using the formula of one per diem day for two release days. A teacher must give notice of intent to convert by May 15.

The number of elementary teacher leadership release days per elementary program shall be determined as follows:

- | | |
|--------------------|--|
| 100 - 249 students | 8 teacher release days not to exceed 2 teachers |
| 250 - 399 students | 12 teacher release days not to exceed 3 teachers |

(FTE) unit member is seven hundred thirty-eight dollars (\$738.00) per month for medical, vision, dental, life, and long-term disability insurance for the period October 2003 through June 2004.

The District's monthly insurance contribution for each full time equivalent (FTE) unit member is seven hundred seventy-eight dollars (\$778.00) per month for medical, vision, dental, life, and long-term disability insurance for the period October 2004 through June 2005.

6.2 **PART TIME:** The District's monthly insurance contribution for each part time unit member whose FTE is between .50 FTE and .99 FTE shall be an amount which is a percentage of the full time unit member's District contribution set forth in section 6.1 determined as follows:

- .50 FTE to .75 FTE shall receive 75% of the full time contribution,
- .76 FTE to .80 FTE shall receive 80% of the full time contribution,
- .81 FTE to .85 FTE shall receive 85% of the full time contribution,
- .86 FTE to .90 FTE shall receive 90% of the full time contribution,
- .91 FTE to .95 FTE shall receive 95% of the full time contribution, and
- .96 FTE to .99 FTE shall receive 100% of the full time contribution.

6.3 The Joint Committee on Insurance (JBC) will select the insurance carrier(s); if the JBC is unable to agree on the selection, the District shall select the insurance carrier(s).

6.4 The parties will continue the standing JBC with four (4) members appointed by the Association and four (4) members appointed by the District. Each party shall designate one of their appointees as a co-chair of the JBC. The JBC decisions shall be by consensus. The JBC is responsible for designing and managing the unit members' benefit programs, the reserve fund, and communication with unit members on benefit issues. The JBC will annually recommend to the District a budget for its operating expenses which shall include but is not limited to consultant fees, substitute release time, printing,

50% by the District and 50% from the insurance reserve fund in Section 6.4.a. The compensation shall be the same as the unit member would have received had the unit member remained in his/her teaching position.

- 6.9 **SECTION 125 FLEXIBLE SPENDING ACCOUNT:** Unit member expanded use of section 125 flexible spending accounts will be determined by the District/Association JBC, consistent with the terms of a December 17, 1999, memo from the District to the Association. Any net District FICA savings as determined by the formula in the December 17, 1999, memo in excess of thirty thousand three hundred thirty one dollars (\$30,331.00) per year shall be transferred to the JBC reserve fund in section 6.3.
- 6.10 **INSURANCE RESERVE TRANSFER:** On June 30, 2005, the District shall transfer two hundred fifty thousand dollars (\$250,000.00) from the insurance reserve fund to another District fund.

ARTICLE VII - LIABILITY AND LEGAL PROTECTION

7.1 ASSAULT AND BATTERY:

- 7.1.1 Any unit member involved in an assault and battery within the scope of his or her employment shall immediately make a written report of the circumstances. The unit member shall make supplemental written reports attaching copies of any summons, complaints, process, information, indictment, notice or demand served on him or her in connection with such assault or battery within five (5) days after being served, and shall report the final disposition of any such proceedings. All reports referred to above shall be made to the unit member's principal or immediate supervisor.
- 7.1.2 Such reports shall be forwarded immediately to the Superintendent's office. In the event civil or criminal proceedings are brought against any unit member, the Superintendent shall comply with any written requests by the unit member for information in the District's possession relating to his or her defense. The District shall not be required to provide information privileged by law.
- 7.1.3 The District agrees to provide safe working conditions for unit members and to maintain order in the schools.

An unlimited number of sick leave days may be accumulated.

- 8.1.2 All unit members shall be credited with their full annual sick leave benefits on the first contract day of the school year. Unit members terminating before the end of their contract duty days who have used more days of sick leave than their service days entitled them to shall reimburse the District for the excess days paid to them.
- 8.1.3 A new unit member may transfer all sick leave accumulated with the most recent Oregon school district for which he/she has worked provided that the accumulation is verified by the administration of such district.
- The transfer of sick leave from another school district shall not be effective until the unit member has completed thirty (30) working days in the District. The District will give written notice of this provision to each newly-hired unit member.
- 8.1.4 "Sick leave" means absence from duty because of illness or injury. "Sick leave" also means absence from duty because of disability caused by pregnancy or childbirth which prevents the unit member from working. (See Section 9.4.1 for eligibility for additional leave.)
- 8.1.5 Sick leave may be used without loss of pay, up to the total days accumulated. Any absence authorized as sick leave which is in excess of the unit member's accumulated sick leave shall be without pay. A unit member who is absent five (5) consecutive days on sick leave may be required to furnish a statement from his or her attending physician that the illness, injury or maternity-related disability prevents the unit member from working.
- 8.1.6 Sick leave may be used at the unit member's option while on parental leave of absence.
- 8.1.7 All requests for use of sick leave shall be approved by the Director of Human Resources or his/her designee.
- 8.1.8 Except as otherwise provided by law, all sick leave benefits may cease and shall be forfeited upon termination of employment.

disability benefits. A unit member is not eligible for sick leave bank days if the member is receiving compensation under Worker's Compensation, long term disability, or PERS disability.

7. All paid sick leave days contributed to the sick leave bank shall be deducted by the District from the contributor's sick leave account at the time of contribution. Such contributions are irrevocable and shall remain in the bank.
8. The Association shall provide the District a list of sick leave bank contributors and users and a copy of the established rules. The District will honor withdrawals from the sick leave bank upon proper certification by the Association.
9. The District and Association shall work cooperatively to facilitate the sick leave bank.

8.2 OCCUPATIONAL ILLNESS OR INJURY LEAVE:

8.2.1 Unit members who sustain an injury or illness compensable by Worker's Compensation causing them to be absent from work and who are unable to perform their regular normal duties, will be paid the difference between their regular salary and compensation benefits for the time they are absent from work for a period up to their accumulated sick leave.

8.2.2 Hours of accumulated sick leave shall be deducted from the unit member's sick leave account in proportion to the regular salary paid to the unit member that is not covered by Worker's Compensation.

8.2.3 The District shall continue its monthly insurance benefit contribution while the member is absent from work under a worker's compensation claim as provided by Oregon law.

8.3 PERSONAL LEAVE: Unit members may take two days of personal leave per year with pay.

8.3.1 This leave is accumulative under the terms of Section 8.3.6.

8.3.2 This leave must be scheduled with the unit member's

regarding the number of days for which full pay is allowed. A unit member may be allowed to use family critical illness leave no more than once in a fiscal year for any individual member of the member's immediate family. The critical illness absence must be approved by the Director of Human Resources and the request submitted to the building administrator.

- 8.4.4 **BEREAVEMENT:** A unit member may be allowed up to five (5) days absence with full pay for each death in his/her immediate family.

The absence must be approved by the building administrator and the Director of Human Resources.

In addition to the number of days absence allowed with full pay, a unit member may be granted up to five (5) days of absence for a death in his or her immediate family for which the unit member will receive a pay deduction of one-half of the individual's daily salary.

8.5 **JURY DUTY:**

- 8.5.1 Unit members called for jury duty will normally be expected to serve during the period for which they are summoned.

- 8.5.2 The District will provide a substitute for the days a unit member reports for jury duty, in accordance with the established procedure for unit members' absences. Payment to the unit member for jury duty shall be endorsed and made payable to the District by the unit member, unless jury duty occurs when school is not in session and the unit member is not on duty.

- 8.5.3 No deductions from the unit member's pay shall be made for required jury duty.

- 8.5.4 Excuse from jury duty may be requested for a unit member when the service comes during the first months of school, when the absence of the unit member for a prolonged period of time will have an unusually adverse effect upon the students, or when, in the opinion of the District, the nature of the unit member's assignment is such that it is impossible to provide an adequate substitute.

the eligibility requirements of Section 8.7. No more than two (2) study leaves per year may be granted to groups.

- e. Candidates may only submit a single application.

8.7.3

CONDITIONS OF STUDY LEAVE: Due to economic conditions, no study leaves will be granted for 2003-04 and 2004-05. One-half year leaves shall count as one-half leave and a group study leave as one leave for the purpose of computing the quota.

Compensation during the leave shall be eighty-five percent (85%) of the salary the unit member would otherwise be paid if on duty during the leave period.

- a. Application forms for the study leave program will be made available by the first Monday of the calendar year. All applications are due in the Instruction Department by 5:00 p.m. on the first school day in February of each year. Announcement of selections will be made by the conclusion of the first school day in March of each year.
- b. An applicant who wishes to undertake formal study shall agree to register as a full-time student, at the school of his or her choice. At the conclusion of the leave, evidence of completion of the study program shall be submitted to the Director of Human Resources.
- c. An applicant who wishes to travel during his or her study leave shall include an itinerary with the application which shall indicate specific ways in which the trip will contribute to the improvement of the unit member in his or her assignment.
- d. Applications for study leave shall be screened by a Study Leave Committee of six (6) unit members appointed by the Association and one administrator from each level, appointed by the Director of Instruction who shall also serve as an ex officio member. Each committee member shall serve for a term of three (3) years. The terms shall be staggered so two new unit members are appointed annually.
- e. The Study Leave Committee shall first review the quality of each study leave application and recommend those study leave applications that clearly describe a leave that

ARTICLE IX - LEAVES OF ABSENCE WITHOUT PAY

9.1 **SICK LEAVE:** Extended leave for health reasons, not to exceed two (2) years, may be granted to a unit member whose health or physical condition makes it impossible to properly discharge his or her duties, provided the unit member's present period of employment includes not less than three (3) consecutive years of service. Such leave shall be without pay and scheduled increments. Adjustments in salary and retirement credit shall not be allowed.

9.2 **LEAVE FOR THE BIRTH OR ADOPTION OF A CHILD:** The District shall grant leave as required by Oregon and Federal law for the birth or adoption of a child.

The District shall grant leave before or after the birth or adoption of a young child which shall include any parental leave taken by the unit member under the terms of Oregon and Federal law. (See Section 9.4.)

9.2.1 Leave for the birth or adoption of a child shall be granted to all unit members. The leave can be for a period of up to one (1) year at the unit member's choice and which shall include all leave granted under 9.2; however, the unit member shall choose a return from leave date which shall coincide with the beginning or end of the grading period or the midterm grading period in which the leave period ends. The written request for this leave must be made to the Director of Human Resources and must specify the period of time requested.

9.2.2 When the welfare of the District and the unit member warrants it, consideration will be given to granting a second year of leave.

9.2.3 The District will allow five (5) non-compensated emergency leave days to unit members to make arrangements for the placement of adopted children in the unit member's home. This provision is in addition to the right to take any other paid leave. Parental leave may also be utilized under the adoption leave provision when a unit member obtains custody of a child.

9.2.4 At the conclusion of this leave, the unit member shall be reinstated in the District as a unit member under the terms of Sections 9.4 and 9.11. This birth/adoption leave will not interrupt any seniority rights which have accrued prior to the taking of the leave. This leave shall be without compensation,

unit members. The purpose of the leave shall be for further study or other activity designed to improve the individual professionally. Requests for such a leave will generally be submitted prior to May 1, but may be submitted at any time during the school year, provided a suitable replacement is

available and the leave does not disrupt the educational program. Requests for such a leave shall indicate the reasons the request is being submitted.

- a. Upon return from the leave, the unit member shall be accorded the same consideration with respect to salary placement and position assignment as though he or she had been employed by the District during the year on leave.
- b. When the welfare of the District and the unit member warrants it, consideration shall be given to granting a second year of leave, with but one (1) year applying to advancement on the salary plan.
- c. At the conclusion of the leave, the unit member shall be reinstated in a position under the terms of Section 9.11. If the building FTE for the year of return is less than the building FTE for the year in which the leave application was approved, then the unit member shall have the same right to remain in the building as other unit members and the terms of Section 9.11 shall not apply.
- d. While on leave, it is the responsibility of the unit member to keep the Human Resources Office informed at all times of his or her mailing address. During the year of leave, the unit member shall notify the Director of Human Resources, in writing, not later than March 15, whether or not he or she plans to return to duty the following school year.
- e. A unit member returning from a professional leave must work for three (3) consecutive years before applying for another professional leave.

9.3.3

PARENTAL LEAVE: Parental leave may be granted to any unit member for a period not to exceed one (1) year.

through June 30) beginning with the first day of leave taken by the unit member under Articles VIII or IX to attend to the birth, adoption, foster care, or home care of his/her child or the serious health condition of his/her child, spouse, parent, step parent, parent-in-law, or him/herself as provided by law. (Please note

the law is complex and individual cases will be addressed by the Human Resources Department.)

- 9.4.4 **DISTRICT BENEFIT CONTRIBUTION:** The District shall make its monthly contribution toward the benefits of a unit member for the period the unit member is eligible for leave in Section 9.4.3.
- 9.5 **MILITARY LEAVE:** Military leaves shall be allowed in accordance with federal and state laws relating to such leaves.
- 9.6 **PART-TIME LEAVE:** Contract bargaining unit members are eligible for part-time leave at the District's discretion. A contract bargaining unit member on part-time leave must give the District Human Resources Department written notice by February 1 of the year while on part-time leave of the unit member's intent to continue on the part-time leave for the following year. On or before January 10th, the Human Resources Department will give part-time unit members an e-mail notice of the February 1st deadline. Failure of the bargaining unit member to give written notice to the Human Resources Department by February 1 will result in the unit member's return to full time status for the following year.
- 9.7 **ASSOCIATION LEAVE:**
- 9.7.1 A leave of absence of up to two (2) years shall be granted on application, to any contract unit member for the purpose of serving as an officer or employee of the Association (EEA). If requested, the District will extend the leave for up to two (2) additional years. On return from such leave, the unit member shall be placed at the same position on the salary schedule as though he or she had been employed in the system during such a period and will be assigned a position under the terms of Section 9.11.
- 9.7.2 The Association shall be allowed leave without pay for unit members to attend those conferences and workshops that pertain to matters which are directly related and central to the parties' collective bargaining relationship. Unpaid Association

5. The District notifies the unit member before the leave is granted that the unit member's return to work position can not be at the same building or position because a staff reduction is contemplated and subsequently occurs.

9.12 SINGLE ASSIGNMENT UNIT MEMBER: The District may hire a single assignment unit member to fill a vacant position created by another unit member's leave taken under the terms of Sections 9.11 and 9.3.1 (d) or voluntarily transfer a unit member to fill this vacant position. The District may also hire, for the remainder of a school year, a single assignment unit member to fill a vacant position created by a retirement, resignation or termination if the vacancy has occurred on or after the first day of classes.

A new unit member hired solely for the purpose of filling a vacancy created by a leave listed in Section 9.11 or a personal leave in Section 9.3.1.(d), may be hired only for the term of the study, parental, medical or personal leave and shall acquire no reduction in force rights under Section 12.10 during this term of employment.

A new unit member hired solely for the purpose of filling a vacancy created by a retirement, resignation or termination, may be hired only for the balance of the school year and shall acquire no reduction in force rights under Section 12.10 during the term of employment.

1. If a single assignment unit member is subsequently hired as a unit member after completion of the single assignment, the unit member shall be given credit for their single assignment under the terms of Sections 4.3 and 4.4.

ARTICLE X - WORK SCHEDULE

10.1 UNIT MEMBERS' WORKDAY: Building Administrators will provide all unit members the opportunity to collaborate on decisions involving the work schedule issues in this Article. For purposes of salary computation, the workday shall be fixed at eight (8) hours.

10.1.1 THE PROFESSIONAL DAY: For purposes of fulfilling professional responsibilities associated with teaching, an eight (8) hour workday will be flexible, and will be guided by these principles:

- a. Unit members recognize that their responsibility to students requires the performance of duties involving the

schedules (including student contract meetings, preparation time, and itinerant teacher travel time).

10.1.4 **PROGRAM COMMUNICATION:** Communications on educational offerings of the District schools will generally be established collaboratively by the administration and unit members at each site.

With parental input, unit members and the administration at each site will determine how to spend their time and talent to involve the public in their programs. Decisions, for example, on Open House, Curriculum Meetings, Group Conferences, the building-wide scheduling of Individual Conferences, or other communication-related programs will be co-determined by the administration and the staff.

10.1.5 **PREPARATION TIME:** All unit members shall be provided at least one period of preparation time during their work day.

- a. Unit members shall not be assigned to supervise or instruct students during their preparation time.
- b. Middle and high school unit members shall be guaranteed a preparation period during the instructional day.
- c. Elementary unit members shall have at least twenty (20) minutes of continuous preparation time during their work day. The District, in cooperation with the site unit members shall make every reasonable effort to increase this preparation period to thirty (30) continuous minutes.
- d. Any unit member who is regularly assigned by the District to supervise or instruct students during that unit member's preparation period shall be reimbursed at the rate of four percent (4%) of the current salary.
- e. The purpose of Section "e" is to encourage elementary schools to add an hour of continuous preparation time for bargaining unit members.

Each elementary school bargaining unit member shall receive an additional (except where currently provided) continuous hour per week of preparation time during the normal student day. Student instructional time must

- 10.2.1** Five (5) paid holidays shall be Labor Day, Veteran's Day, Thanksgiving Day, President's Day and Memorial Day.
- 10.2.2** If any of the above holidays falls on a Sunday, the holiday shall be observed on the following Monday. If the holiday falls on Saturday, the holiday shall be observed on the preceding Friday.
- 10.2.3** Unpaid vacations shall be continuous blocks of time, excluding Saturdays, Sundays, and holidays. The work year shall include:
- a. Thanksgiving unpaid vacation shall be at least one (1) day.
 - b. The length of winter unpaid vacation shall be determined by the procedure outlined in Section 10.2.4.
 - c. Martin Luther King Day is an unpaid day.
 - d. Spring unpaid vacation shall be at least five (5) days.

10.2.4 Procedures for Association involvement in the development of a school district calendar:

- a. An Association delegation and the Superintendent shall meet to discuss the school calendar at least sixty (60) days prior to the Board's consideration of the proposed calendar.
- b. In the event of disagreement between the Association and the Superintendent, the Association may present its calendar with appropriate rationale directly to the Board for consideration.
- c. If the Board rejects any of the Association's recommendations, the Chairperson of the Board shall notify the Association in writing of the reason(s) for the rejection.

10.3 EMERGENCY SCHOOL CLOSURES: Whenever hazardous weather forces school closures for students, the school district Superintendent will notify unit members regarding whether they must report for duty by following the same procedures he/she uses to notify students and parents of the emergency school closure. When hazardous weather conditions make it imprudent for a reasonable person to travel to the unit member's assigned school, the unit

Positions known to be vacant for the subsequent school year but not posted until after the four-week posting period remain subject to all provisions of Article 11.1, including an initial exclusive posting period for qualified bargaining unit members.

- 11.1.3 For all postings, "qualified bargaining unit members" are defined as applicants who meet the posted position requirements who have contract status (formerly "permanent status") or have been confirmed as contract status by the District for the following school year.
- 11.1.4 All job posting notices shall:
- a. Include the requirements for the position(s).
 - b. Be posted in all school buildings until the last day of the contract year, and on the bulletin board at the Education Center and at the main posting area of each high school until July 31.
 - c. Be dated at the District Human Resources Office.
 - d. Be posted for a minimum of five working days.
- 11.1.5 A copy of every job posting shall be sent to the Association office.
- 11.1.6 No vacancy posted during the school year shall be filled until five (5) working days after the posting of the vacancy. After the last day of the contract year and until July 31, no posting shall be filled until five week days (excluding weekends and holidays) after the posting of the vacancy.
- 11.1.7 Qualified bargaining unit members who wish to apply for a posted position may file with the Human Resources Department an Application for Posted Position form.
- a. All qualified unit members who make timely application, who are available, and who meet the posted job requirements, shall be interviewed for all posted positions for which they apply.

- 11.1.8 Nothing in this Agreement shall be construed to require the District to post vacant positions the District has reserved for Resident Teachers. A position occupied by a Resident Teacher will be posted for the following school year only if the Resident Teacher gains contract status, as defined by law, or vacates the position on or before July 31.

11.2 VOLUNTARY TRANSFER:

11.2.1 Voluntary transfers may occur under the following conditions:

- a. A qualified unit member may request being considered for placement during the month of August in an unfilled or newly vacant position. The unit member should give the Human Resources Department written notices which specifies:
 1. Position, grade and/or subject to which the unit member desires transfer.
 2. The school(s) in order of preference to which transfer is desired.
- b. Two qualified unit members may express an interest in trading positions and worksites. To initiate a position trade, the involved unit members must:
 1. Receive the approval of the supervising administrators at the respective worksites.
 2. Send written notice to the Human Resources Department, which includes the names of the unit members, their respective teacher licensure, the worksites involved in the trade, and a description of the specific assignments.
 3. Position trades must have the approval of the Human Resources Department.

this paragraph shall not apply in those circumstances where a unit member is applying to transfer to the building from which he/she was involuntarily transferred.

11.3.5 The District can displace a member to another building for these reasons: loss of building FTE, program need, curriculum changes or reduction in student enrollment. The District's decision to displace a member and use of these reasons shall not be an arbitrary or capricious decision or use.

11.3.6 A member who believes that his/her displacement violates the terms of Section 11.3.5 may appeal his/her displacement to a review panel, made up of two (2) members each, appointed by the District and Association. The District shall have the burden of proving the displacement decision and use of the reasons were not arbitrary or capricious. If the panel is not able to reach a consensus decision, the Superintendent shall make a final decision. The exclusive remedy for a ruling in favor of the member shall be the member's right to apply Section 11.3.4 above or, if timely, the right to return to the building position from which he/she was displaced.

11.3.7 Prior to the beginning of the exclusive four-week posting process, bargaining unit members who will be partially or fully displaced from their current worksite/building will be notified about their displacement.

11.3.8 At the conclusion of the exclusive four-week posting period, if there are sufficient vacancies within matching areas of licensure and qualification, displaced employees may make written application for, be interviewed and placed in, these vacant positions. Remaining vacancies in these areas of licensure will not be open to other applicants until displaced certified employees, who have made timely application, have been placed.

- a. Human Resources will develop a list of vacant positions for licensed employees. The list will be based upon staffing plans submitted by individual buildings/departments.

11.5 TRANSFER STIPEND FUND:

The District shall budget ten thousand dollars (\$10,000.00) annually to be used to promote and assist unit members to change teaching positions. The Director of Human Resources shall consult with the Association on expenditure of this fund. At the end of the fiscal year any unused funds up to five thousand dollars (\$5,000.00) shall be added to the next year's ten thousand dollars (\$10,000.00).

11.6 REVIEW BY THE JOINT CONTRACT ADMINISTRATION COMMITTEE (JCAC)

11.6.1 JCAC shall review the application of Article XI and make recommendations for changes and modifications where appropriate.

11.6.2 During the life of this contract, any exceptions or proposed changes to Article XI shall be taken to the JCAC.

ARTICLE XII - RIGHTS OF PROFESSIONAL UNIT MEMBERS

12.1 SUSPENSION: Any suspension of a contract or probationary professional unit member pending the District's initiation of the contract unit member's dismissal or reinstatement or the probationary unit member's discharge or reinstatement, shall be with pay.

12.2 STUDENT TEACHING PROGRAM: Unit members may indicate in writing or verbally a willingness to participate in a student teaching program, but if an insufficient number of qualified unit members indicate a willingness to participate in the program, the District may request unit members volunteer for the program.

12.3 GRADING OF STUDENTS: Within the framework of statewide and District standards, the unit member shall maintain the exclusive right and responsibility to determine grades and other evaluations of students relating to their classroom performance. No grade or evaluation given by the unit member shall be changed without the approval of the unit member, unless the student, parent(s), or legal guardian(s) file an appeal with the building principal.

12.3.1 Appeals shall be heard by a review panel consisting of the unit member, building principal, and a third member who shall act as

without pay, or reduced in rank or compensation without just cause.

- 12.6.2 Termination of a unit member's extra duty assignment may be appealed through the grievance procedure only to the Board for final determination.
- 12.6.3 A non-renewed or dismissed probationary unit member shall be entitled to a hearing before the school board.
- 12.6.4 During the third year of employment, a probationary unit member may appeal to binding arbitration, a claim that there was during the third year a substantial procedural violation of the then existing evaluation procedure established by the Board.
- 12.6.5 Any unit member employed in a position that does not require a TSPC license who has been employed by the District for a period of not fewer than three (3) successive years and who has been reelected by the District after the completion of such three (3) year period the next succeeding school year shall only be dismissed with just cause.
- 12.6.6 The specific reasons forming the basis for termination will be made available to the unit member on request.
- 12.6.7 The District has the burden of proving a recommendation for dismissal of a contract unit member is not arbitrary at the hearing before the District school board, if the unit member chooses to have a hearing before the District school board as provided by the dismissal law for contract teachers.

12.7 DISMISSAL ARBITRATION FOR CONTRACT UNIT MEMBERS:

- 12.7.1 If a unit member entitled to appeal dismissal or nonextension to the FDAB (contract unit member) appeals a District decision to dismiss or to not extend the contract of the unit member, then the contract unit member and the District will use arbitration as an alternative to a hearing and appeal before the Fair Dismissal Appeals Board pursuant to ORS 342.910 (12) (a) to determine if the contract unit member's dismissal is in compliance with the standards of ORS 342.805 to ORS 342.910.
- 12.7.2 The contract unit member and the District will select an Arbitrator as provided in ORS 342.905 (12) (b).

party may appeal the decision on the grounds the arbitrator misapplied or misinterpreted one of the statutory grounds for dismissal, or because he violated fair dismissal precedent in upholding or overturning the School Board dismissal decision or decision not to extend the contract.

12.7.9 Subject to the provisions of Section 8 above, having stipulated that the arbitration award will be final and binding, the contract unit member and the District agree that any award issued by the arbitrator shall not be appealable by either side to the Oregon Court of Appeals or to any judicial authority.

12.8 **REQUIRED MEETINGS OR HEARINGS:** Whenever any unit member is required to appear before the Superintendent, School Board, or any committee or member thereof about matters which are covered by the Fair Dismissal Law or the just cause provision of this Agreement, the unit member shall be given prior written notice of the specific reason(s) for the meeting or interview and shall be entitled to be represented by a person of his or her choice to provide advice during the meeting or interview. Any suspension by the District of a professional unit member pending charges shall be with pay.

12.9 **CRITICISM OF UNIT MEMBERS:**

12.9.1 Any criticism by a supervisor, administrator, parent, or School Board member of a unit member and his/her job performance shall be made in confidence to the unit member and not in the presence of students, other unit members, or parents.

12.9.2 The Association agrees to urge its membership to apply the same standard to unit member criticism of the Superintendent, District administrators, School Board members, and fellow unit members. The intent of this clause is not to stifle the evaluation process or to hinder the resolution of classroom problems.

12.9.3 Bargaining unit members shall be given timely notice of any parent or student complaint about a bargaining unit member's performance before the complaint can be used in the evaluation of a bargaining unit member's performance evaluation or discipline.

12.10 **COMPLAINTS ABOUT UNIT MEMBERS:**

12.10.1 **Use of Unproven Complaints--When the District**

- District program requirements
- Affirmative Action goals
- Increased level of training

- b. A contract unit member who would otherwise be laid off under this section shall have the right to displace a probationary unit member whose assignment the contract unit member is licensed and/or qualified to perform.
- c. The provisions of ORS 342.934 shall be strictly complied with and all other provisions of this article are expressly made subordinate to the District's compliance with the requirements of ORS 342.934.

12.12.2

REASSIGNMENT: Subsequent to any Board action to eliminate positions in accordance with Section 12.12.1 of this Agreement and ORS 342.934, the following shall apply:

- a. Any position(s) that has been posted at the time of the School Board action to eliminate positions will be filled in accordance with Contract Article XI.
- b. Except as provided in "a" above, the requirements of Article XI do not apply for twenty (20) calendar days following the reduction-in-force action or until the Human Resources Office has completed reassignment of unit members to positions created by the reduction-in-force, whichever occurs first.
- c. If a vacancy(ies) created by retirement or leave(s) occurs within the twenty (20) calendar days referred to in "b" above, it/they may be used for unit member reassignments without following the requirements of Article XI.
- d. Any positions not filled with reassigned unit members within such twenty (20) days will be filled in accordance with Article XI.
- e. Except for reductions that require more than one reassignment to comply with this Contract, the number of positions filled by reassignment will not exceed the number of positions eliminated by Board action.

two (2) administrators. The unit members shall be appointed by the Association and the administrators by the District.

- b. If the unit member believes the inequity is not resolved after the meeting with the principal, then he/she must submit a written statement describing the work load inequity to the principal and the parties shall attempt to reach a solution at the building level. If a solution is reached within ten (10) days, the process ends there.
- c. If the solution of the principal continues to be unacceptable to the unit member, the unit member can submit a statement of the inequity to the Director of Human Resources and the President of the Association and to the Equity Committee.
- d. The Equity Committee will be selected according to Section 12.14.1.a to investigate the problem and recommend a solution to the Superintendent.
- e. The Superintendent shall make the final decision.

12.14.2

LIMITATION: Any state or federal law, rule or regulation including I.D.E.A. shall be complied with and given precedence over the section entitled Work Load as outlined above. The above language is further qualified in that it should be interpreted strictly in accordance with ERB's scope of bargaining rulings and will apply only to the extent that such language is a mandatory subject of bargaining under the rulings of the Employment Relations Board.

12.15 PROBATIONARY PERIOD: A unit member who at the time of hire has been a contract teacher under Oregon law at any time within the two year period prior to being hired, will have a two year probationary period before being eligible to become a contract teacher under Oregon law.

12.16 PERSONNEL FILE: A unit member shall be given or mailed a copy of any document before it is used as evidence to support a disciplinary decision.

12.17 PLAN OF ASSISTANCE

12.17.1 TOLLED GRIEVANCE: A unit member's right to file a grievance while on a plan of assistance is limited by ORS

- 13.3 **DISTRICT INITIATED MEETINGS:** Participation by unit members in local, state, regional and national meetings shall be encouraged. Leaves will be granted without loss of pay for this purpose at the discretion of the Education Directors, in conjunction with the recommendations of the building principals. Selection of persons attending such meetings will be based on the needs of the individual, the building, and the District. These leaves are intended to be of short duration (one or two days each) and will be granted only as funds for professional involvement are available.

Attendance for these meetings generally is scheduled at the beginning of the school year, to the extent possible, to ensure equitable distribution among grade levels and subject areas.

- 13.4 **COOPERATING TEACHERS ACCOUNT:** The District and the Association will jointly plan, negotiate and implement the District's cooperating teachers contract (teacher training program) with the institutions of higher education. The District and the Association shall implement these joint responsibilities by joint committee under the terms of Article XVI.

13.4.1 Liaison Compensation

If the District decides to select unit members to administer the District Cooperative Teacher Program, the unit member(s) shall be compensated under the following terms and conditions. The unit member(s) selected for this position shall be called "Liaison for Cooperating Teacher Program."

Liaison(s) will be selected by the District with input from EEA and will work with a designated District administrator. Liaison(s) will perform the responsibilities of the position during the regular teacher work year. The District is solely responsible for determining the number of Liaison positions. A Liaison position shall be filled under the terms of Section 5.2.1.

Compensation for the Liaison of the District Cooperative Teacher Program will be as follows:

- One liaison will be compensated at .2 FTE or equivalent salary as an extra duty assignment, or
- Two liaisons will be compensated at .1 FTE or equivalent salary as an extra duty assignment
- If an adjustment needs to be made to the FTE based on

for the special license required for third-party billing that is in addition to the unit member's regular license. The District will provide clerical support for the paperwork associated with third-party billing.

- 13.8 **SPECIAL EDUCATION RELEASE TIME:** A pool of ninety (90) days of release time will be available to sites to be managed by the Educational Support Services (ESS) staff for Individual Education Plan (IEP) meetings and writing IEPs. The District and the affected unit members will determine a distribution formula to be used by teachers of the Mildly Handicapped and Speech and Language specialists. Each year, the ESS Department Director will submit the distribution formula to the JCAC for approval prior to October 15.

In addition to the 90 days, each ESS FTE assigned for instruction of the mildly handicapped will receive 3.5 days of release time and each ESS FTE assigned for speech and language will receive 1.5 days of release time to help these unit members who are primarily responsible for IEPs. All efforts will be made to spread these release days out to avoid program disruption as these days are subject to substitute teacher availability. These release days can be shared only with other unit members at each site for the purpose of completing IEPs.

The District will budget ten thousand dollars (\$10,000) each year which the ESS Department Director will allocate for workload relief for Special Education unit members. None of this allocation shall be used to administer this fund. Each year, by October 1, the ESS Department Director will submit to the JCAC the plan for distribution of the \$10,000 including criteria. By November 15, the ESS Department Director will begin regularly informing the JCAC of how funds are being distributed. By the last day of the school year, the ESS Director will submit to the JCAC a record of how the entire \$10,000 was distributed.

- 13.9 **SPECIAL NEEDS STUDENTS:** The District and Association recognize that the assignment of students with special needs has a major impact on the workload of teachers. The parties agree that a mutual effort must continue to be made to carefully consider the placement of students with special needs. To accomplish this, the District and Association may appoint and support a joint committee under the terms of Article XVI to address the workload impact of the placement of special needs students. In the absence of a joint committee, the responsibility of the joint committee will be performed by the JCAC. The joint committee will address these charges:

- a. Develop and distribute information to teachers and administrators about working with students with special needs. The information should deal with procedural concerns as well as strategies for working with students.

member who is not a member of the Association. The total annual amount of the in-lieu-of-dues payment shall be certified to the District by the Association no later than September 1 each year as the amount allowed by ORS 243.650 18 to defray the cost for services by the Association in negotiations and contract administration.

14.2.2 Any unit member who has not requested payroll deduction of Association dues or who has not certified to the District that he or she has paid dues directly to the Association shall be subject to the provisions of this section. Such request for payroll deduction or certification of direct payment of dues shall be made by September 15.

14.2.3 The Association certifies that this Agreement is formally executed pursuant to the approval of a majority of all unit members.

14.3 OPEN SHOP: Unit members have the right to join the Association, but membership in the Association shall not be required as a condition of employment.

ARTICLE XV - DISTRICT'S RIGHTS AND RESPONSIBILITIES

15.1 DISTRICT RIGHTS: It is recognized that the Board has and will continue to retain the rights and responsibilities to operate and manage the school system and its programs, facilities, properties, and activities of its unit members. Except as limited by this Agreement and applicable law, without limiting the generality of the foregoing above, it is expressly recognized that the Board's rights and responsibilities include:

15.1.1 The right to determine location of the schools and other facilities of the school system;

15.1.2 The determination of the financial policies of the District;

15.1.3 The determination of the management, supervisory or administrative organization of each facility in the system and the selection of unit members for promotion to supervisory, management, or administrative positions;

15.1.4 The maintenance of discipline and control and use of school system property and facilities;

ARTICLE XVI - JOINT COMMITTEES

- 16.1 Whenever the parties agree to create a joint committee by reference to this Article, the joint committee's authority, composition, and procedure shall be as described in this Article.
- a. The committee shall be comprised of equal numbers of representatives appointed by the District and the Association. The parties in addition may each appoint one nonvoting member of a committee.
 1. There shall be co-chairs, one each designated by the parties.
 2. The co-chairs shall be responsible for having the committee agree on its operating rules, schedule, and how it will achieve its goal set by the District and Association.
 3. The District and the Association shall provide assistance on effective committee procedure and process upon request.
 4. Decisions shall be by consensus and if consensus is not possible the District and the Association shall intervene.
 - b. The District and the Association shall provide the committee a written statement of the committee's goal, operating timeline, and resources available to it before the committee's first meeting.
 - c. The District shall provide seventy-five (75) days of paid leave with a District paid substitute for unit members participation in joint committee responsibilities.
 - d. All communications from the committee shall be approved by the committee and shall be communicated only to the District and the Association. The committee's decisions and reports are non-binding recommendations to the District and the Association.
 - e. The District and the Association agree that their representatives, while acting in the capacity as a committee member, are not either party's bargaining representatives under ORS 243.650 to 243.782. The parties agree that the committee members can consider and discuss information and subjects and make recommendations in their report without being limited by the terms of ORS 243.650 to 243.782.

which is more responsible to the client needs and concerns, and encourage the collegial exchange of ideas. To this end, the parties pledge themselves to an honest and mutual examination and trial of site-based decision making.

18.1 THE DISTRICT SITE-BASED STEERING COMMITTEE (Steering Committee): This collaborative Committee shall be established for the purpose of helping guide and assist District staff with SBDM and shall be composed of the following:

- Six (6) Unit Members (Teachers) (May include the Association President)
 - Three (3) Administrators
 - Four (4) Parents
 - Two (2) Classified Persons
 - The Superintendent
 - The OSEA Consultant and President (if not included above) as ex-officio
 - The EEA Consultant and President (if not included above) as ex-officio
 - The Human Resources Director as ex-officio
 - One (1) School Board Member as ex-officio
- a. **District Site-Based Steering Committee Responsibilities:** The Steering Committee will perform these major functions:
1. Provide leadership and set direction for the implementation and management of SBDM. The Steering Committee will use the SBDM Study Committee's Report and Recommendations as its foundation.
 2. Develop SBDM procedural guidelines and make them available to all District personnel.
 3. Develop a SBDM training program.
 4. Recommend sites for participation in SBDM.
 5. Establish procedures for responding to individual site questions and concerns regarding SBDM.
 6. Identify funds needed for SBDM and allocate SBDM funds to approved sites.

1. Unit members will participate on SBDM committees and in leadership roles on a voluntary basis.
2. Unit members who choose not to participate in SBDM leadership or committee responsibilities will not be adversely evaluated.
3. However, all staff at a SBDM site are responsible for implementing site decisions.

18.4 IMPLEMENTATION: The District agrees to budget funds for SBDM training, compensation, and implementation.

- a. Local sites approved for SBDM will be allocated funds by the Steering Committee for that purpose. Compensation, for Association members who assume leadership positions at the local site, shall be consistent with the terms of the contract.
- b. Compensation for unit members who serve on school or work site councils or the district steering committee shall be paid three hundred and seventy five dollars (\$375.00) per year or portion thereof paid in the June payroll. If a unit member serves on multiple site councils including the district steering committee, the unit member will be paid for serving on each site council and the steering committee if it meets. A unit member eligible for this annual payment may choose to receive the payment as salary or expense reimbursement.
- c. Site Compensation/Training plans will be reviewed and approved by the Steering Committee.

18.5 CREDIT FOR SITE COUNCIL PARTICIPATION

There will be a minimum of three (3) credit hours offered per year for advancement on the salary schedule, for unit members who concurrently participate on a site council and complete the work required for the credit. A unit member can use up to a maximum of nine (9) credit hours earned under this section for advancement on the salary schedule. The District and Association will appoint a joint committee to determine the criteria in addition to those in Section 4:5:6 for these credit hours.

18.6 WAIVERS:

The District and the Association each recognize that all legal contractual

- 19.2 The retired bargaining unit member's District contribution for insurance and eligibility for insurance is as set forth in section 4.10.1.7. If a retired bargaining unit member, is not eligible for insurance under section 4.10.1.7, then the retired bargaining unit member is eligible for insurance under the terms of section 6.1.
- 19.3 The retired bargaining unit member upon being reemployed has no accumulated sick leave and will be credited with one day of sick leave for each month of employment. Upon termination of employment any unused sick leave accumulated by a retired bargaining unit member has no value. All sections of section 8.1 on sick leave not inconsistent with this paragraph 3 shall apply to retired bargaining unit members except sections 8.1.3, 8.1.10 and 8.1.11.
- 19.4 A retired bargaining unit member is not eligible for unpaid leaves in Article 9 except for coordination of state and federal leave law in section 9.4 with a retired bargaining unit member's available leave under Article 8.
- 19.5 The terms of Article 11 on posting, transfer, and vacancies do not apply to a retired bargaining unit member. If the District offers to employ a retired bargaining unit member in a position, then that position is not vacant under the terms of Article 11.
- 19.6 A retired bargaining unit member's District employment status is as a temporary probationary teacher under the terms of ORS 342.805 to 342.937. The District can require a retired bargaining unit member as a condition of being hired to agree that the retired unit member's rights as a contract teacher ended upon retirement and that the retired unit member's District employment status is as a first year probationary teacher for the purposes of ORS 342.805 to 342.937, 342.513, 342.545, 342.850 and section 12.6 of this contract.
- 19.7 The terms of section 12.10 do not apply to a retired bargaining unit member.

CERTIFIED PROFESSIONAL SALARY PLAN

As agreed in the Collective Bargaining Agreement for the 2003-04 School Year for the period beginning July 1, 2003 and ending June 28, 2004

LEVEL	BACHELORS	BACHELORS + 23	BACHELORS + 45	BACHELORS + 60 MASTERS	BACHELORS + 83 B+68 W/MASTERS MASTERS + 23	BACHELORS +105 B+90 W/MASTERS MASTERS + 45	DOCTORATE MASTERS + 90
1	29,582	30,677	31,812	32,989	34,209	35,475	36,788
2	30,129	31,244	32,400	33,592	34,819	36,085	37,398
3	30,677	31,812	32,989	34,209	35,475	36,788	38,149
4	31,244	32,400	33,592	34,819	36,085	37,398	38,761
5	31,812	32,989	34,209	35,475	36,788	38,149	39,560
6	32,400	33,592	34,819	36,085	37,398	38,761	40,224
7	32,989	34,209	35,475	36,788	38,149	39,560	41,024
8	33,592	34,819	36,085	37,398	38,761	40,224	41,824
9	34,209	35,475	36,788	38,149	39,560	41,024	42,542
10	34,819	36,085	37,398	38,761	40,224	41,824	43,292
11	35,475	36,788	38,149	39,560	41,024	42,542	44,116
12	36,085	37,398	38,761	39,560	41,024	42,542	45,748
13	36,788	38,149	39,560	41,024	42,542	44,116	46,392
Longevity	37,398	38,761	40,224	41,824	43,488	45,264	47,008
	38,149	39,560	41,024	42,542	44,116	45,748	47,441
	38,854	40,292	41,736	43,304	44,851	46,504	48,196
	39,560	41,024	42,542	44,116	45,748	47,441	49,196
	40,292	41,736	43,304	44,851	46,504	48,196	50,008
	41,024	42,542	44,116	45,748	47,441	49,196	51,016
	41,736	43,304	44,851	46,504	48,196	49,960	51,984
	42,542	44,116	45,748	47,441	49,196	51,016	52,904
	43,304	44,851	46,504	48,196	50,008	51,960	53,888
	44,116	45,748	47,441	49,196	51,016	52,904	54,861
	44,851	46,504	48,196	50,008	51,960	53,888	55,856
	45,748	47,441	49,196	51,016	52,904	54,861	56,891
	46,504	48,196	50,008	51,960	53,888	55,856	57,908
	47,380	49,133	50,951	52,837	54,792	56,819	58,921

Highest entry level.

Longevity pay equals 3.7% of Step 12 plus Step 13.

Shaded numbers represent the halfway points between two steps, or half-steps, for teachers moving to a new step or longevity step. These are the salary amounts for 2003-04.

CERTIFIED PROFESSIONAL SALARY PLAN

As agreed in the Collective Bargaining Agreement
for the period beginning June 30, 2005

LEVEL	BACHELORS	BACHELORS + 23	BACHELORS + 45	BACHELORS + 60 MASTERS	BACHELORS + 83 B+68 W/ MASTERS MASTERS + 23	BACHELORS +105 B+90 W/ MASTERS MASTERS + 45	DOCTORATE MASTERS + 90
1	30,251	31,371	32,531	33,735	34,983	36,278	37,620
2	31,371	32,531	33,735	34,983	36,278	37,620	39,012
3	32,531	33,735	34,983	36,278	37,620	39,012	40,455
4	33,735	34,983	36,278	37,620	39,012	40,455	41,952
5	34,983	36,278	37,620	39,012	40,455	41,952	43,504
6	36,278	37,620	39,012	40,455	41,952	43,504	45,114
7	37,620	39,012	40,455	41,952	43,504	45,114	46,783
8	39,012	40,455	41,952	43,504	45,114	46,783	48,514
9	40,455	41,952	43,504	45,114	46,783	48,514	50,309
10	41,952	43,504	45,114	46,783	48,514	50,309	52,171
11	43,504	45,114	46,783	48,514	50,309	52,171	54,101
12	45,114	46,783	48,514	50,309	52,171	54,101	56,103
13	46,783	48,514	50,309	52,171	54,101	56,103	58,178
Longevity	48,452	50,245	52,104	54,032	56,031	58,104	60,254

* Highest entry level.

Longevity pay equals 3.7% of Step 12 plus Step 13.

**APPENDIX C
STUDY LEAVE CRITERIA**

A. STUDY LEAVE PLAN

Provide a complete description of your plan and all the activities you will engage in while on leave. Include timelines, coursework, itinerary, training, writing schedule, reading lists, programs, etc., in which you will be involved while on study leave. (Two (2) page maximum = possible 10 points.)

B. IMPROVING QUALITY OF INSTRUCTION FOR THE DISTRICT'S STUDENTS

Describe in detail how your proposed study leave will improve the quality of instruction for the District's students. (One (1) page maximum = possible 5 points.)

C. IMPROVING INDIVIDUAL PROFESSIONALISM

Describe how your proposed study leave will promote your individual educator skills and knowledge. (One (1) page maximum = possible 5 points.)

D. VALUE TO THE DISTRICT

Discuss what you will do by way of follow-up during and after your leave and in what ways the District will thereby benefit from your study leave. (One (1) page maximum = possible 5 points.)

APPENDIX E

District and Association agreements reached during bargaining for the 2003-05 contract.

1. SPECIAL EDUCATION COMMITTEE

A sub group of up to three District representatives appointed by the ESS Director and up to three bargaining unit members appointed by the EEA president will meet by May 30, 2003, to simplify the distribution of existing special education release time and develop new language for Article 13.8. This committee will report back to the joint bargaining teams by September 15, 2003.

2. TEACHER LEADERSHIP

The JCAC will evaluate and develop clear criteria for building-based teacher leadership covered in Article 5 before the end of the 2002-2003 school year. These findings will be communicated to all building administrators and bargaining unit members prior to September 1, 2003.

3. PILOT TEACHER PROFESSIONAL DEVELOPMENT PROGRAM

The District will establish a pooled professional development fund for itinerant ESS bargaining unit members based on the calculation used by the District to fund building-based professional development. Itinerant ESS bargaining unit members may access the fund by submitting a proposal to a committee made up of two District representatives appointed by the ESS Director and two EEA representatives appointed by the EEA president. The committee will establish guidelines to access the funds, including, but not limited to, the specifics detailed below and will notify itinerant ESS bargaining unit members of the process by no later than October 1st.

- a. Establish application requirements.
- b. Establish pertinent deadlines.
- c. Create proposal criteria.
- d. Determine a method that will encourage fair and equitable distribution of funds.

Any unexpended funds will be carried over to the following year. This program will be evaluated as a pilot program.