

North Marion SD
15 And
United North Marion Educators

2021-2024

Agreement

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Preamble

This agreement is made and entered into this 8th day of November, 2022 by the United North Marion Educators, hereinafter referred to as the "Association" and the Board of Directors of North Marion School District #15, hereinafter referred to as the "Board" or "District".

Article 1 - Recognition

The Board recognizes the Association as the sole bargaining representative for all regular full time and part time (half-time or more) licensed employee personnel employed by the District under contract (including nurses and child development specialists), excluding substitute employees, temporary employees employed for ninety (90) calendar days or less, supervisors and confidential employees.

Article 2 - Management

- 2.1** It is recognized that the Board has and will continue to retain the exclusive rights and responsibilities to operate and manage the school system and its programs, facilities, properties and activities of its employees in accordance with such policy or procedure as from time to time may be determined, except as limited by this Agreement.
- 2.2** Without limiting the generality of the foregoing, it is expressly recognized that the Board's operational and managerial responsibility includes:
- a. The right to determine the location of the schools and other facilities of the school system, including the right to establish new facilities and to relocate or close old facilities.
 - b. The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures and public relations.
 - c. The determination of the management, supervisory or administrative organization of each school or facility in the system and the selection of employees for promotion to supervisory, management or administrative position.
 - d. The maintenance of discipline and control and use of the school system property and facilities.
 - e. The determination of safety, health and property protection measures where the legal responsibility of the Board or other governmental unit is involved.
 - f. The right to enforce the rules and regulations now in effect and to establish new rules and regulations from time to time, not in conflict with this Agreement.
 - g. The direction and arrangement of all the working forces in the system, including the right to hire, suspend, discharge or discipline, or transfer employees.
 - h. The creation, combination, modification or elimination of any teaching position.
 - i. The determination of the size of the working force, the allocation and assignment of work to employees, the determination of the policies affecting employees and selection of employees, and the establishment of quality standards and evaluation of employee performance.
 - j. The determination of the layout and the equipment to be used and the right to plan, direct and control school activities. The determination of the processes, techniques, methods, and means of teaching and the curriculum to be taught.
 - k. The right to establish and revise the school calendar, establish hours of employment, to schedule classes and assign workloads, and select textbooks, teaching aids, and materials.
 - l. The right to make assignments for all programs of an extracurricular nature, with the consent of the employee.
- 2.3** Nothing in this agreement shall limit in any way the District's contracting or subcontracting of work or shall require the District to continue in existence any of its present programs in its present form and/or location or on any other basis. However, in the event the District subcontracts or contracts out work currently performed by members of the bargaining unit, upon written request from the Association, negotiations shall take place over the impact of such contracting out of work.
- 2.4** Members may be involved in the process by making recommendations in areas that have a direct influence on the employees' working conditions.

Article 3 - Association Security and Responsibility

3.1 Employees have the right to join the Association, but membership in the Association shall not be required as a condition of employment.

3.2 Dues Authorization

Prior to the first dues deduction of the school year, and then for any employee who becomes a member of the Association after the start of the school year, the Association shall notify the District of bargaining unit members who have elected to have dues deducted from their paychecks and shall identify the dues to be deducted from each member by providing a one-time copy of their signature and authorization.

Such authorization shall continue in effect from year to year, unless revoked in writing. The Association shall notify the District when a bargaining unit member should no longer have dues deducted and if the Association fails to notify the District, the Association will assume liability for reimbursing the employee's Association dues.

Pursuant to such authorization, the District shall deduct one-tenth (1/10th) of such dues from the first regular salary check of the employee, each month for ten (10) months, beginning in October and ending in July of each year. Deductions for employees who join the Association after the commencement of the school year shall be prorated.

3.3 Dues Remittance

- a. Within ten (10) days following each pay period, the District shall send the Association an Excel-compatible (if the payroll system is compatible with Excel) register of the NEA/OEA/UNME dues, including remittance of the Association dues and voluntary Association contributions deducted from each member's paycheck.

3.4 Employee Information

- a. The Association will be allotted one (1) hour on the annual New-Hire Orientation agenda.
- b. Annually, by September 30th, the District shall provide the OEA Membership Specialist an Excel-compatible (if the payroll system is compatible with Excel) database of each employee in the bargaining unit that includes employee ID, last four (4) digits of SSN, first date of service, FTE, classification or title, PERS classification, worksite, position on the salary schedule and mailing address. When a new employee is hired into the bargaining unit, the District shall provide the above information to the Association within thirty (30) days of hire.
- c. The District shall notify the OEA Membership Specialist, by way of monthly payroll report, when an employee in the bargaining unit is placed on an unpaid leave of absence, retires, is laid off, resigns, or changes their name.

3.5 Other Deductions

The District, upon appropriate authorization of the employee, shall deduct from the salary of any employee and make proper remittance for long-term disability or any other plans or programs jointly approved by the Association and the Board.

3.6 Indemnification

The Association agrees to indemnify, defend, and hold the District harmless from the employee or former-employee claims, orders, or judgments against the District concerning the dues deductions procedures outlined in this Agreement. The Association's obligations are contingent upon the District: 1) giving the Association a written notice within thirty (30) days from the date the District knew of any claim; 2) and

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

- 3.7 The Association or committees of the Association shall be allowed the use of the facilities of the District for meetings, as not to interfere with normal school operations.
- 3.8 The Association shall be allowed use of such office equipment as needed to provide duplicating and information to the employees, as not to interfere with normal school operations.
- 3.9 The Board shall provide the Association with reasonable bulletin board space and electronic network mail for communicating with employees. Such bulletin boards shall be available in school buildings where employees are working.
- 3.10 The Association representatives, elected or appointed, shall be granted time off (without pay) from their regular school duties to attend scheduled Association conferences, conventions or workshops of interest to the Association, upon formal approval of their request by the Superintendent. Notification should be at least five (5) working days before such meeting. Such meetings will be scheduled so as not to interfere with normal school duties whenever possible.

3.11 Expanded Educational Opportunities Provided Off-Campus

- a. It is mutually recognized that the District can offer expanded educational opportunities to our students, as well as a shared desire to facilitate the realization of such opportunities. Therefore, the District and the Association agree as follows:
- b. The District retains the right to offer expanded educational opportunities that are an enhancement of, or in addition to, courses currently provided by the employees. Such programs shall be used for elective classes for small numbers of students only and shall be used to supplement classes.
- c. A committee consisting of a building administrator, a counselor, a subject-matter teacher (if applicable), and at least two (2) building level teachers approved by the Association President, shall provide input on expanded educational opportunity programs, not currently offered on campus.
- d. A person holding a valid Oregon teaching license per TSPC guidelines or a person certified through an accredited Oregon college will provide the instruction of all Expanded Educational Opportunities.
- e. During the term of the agreement, no employee will be terminated, nor shall the total hours of positions be reduced because of the District's utilization of Expanded Educational Opportunities.

3.12 Staff Handbook Review

Building Administrator(s) shall annually submit the proposed building staff handbook to the Association. Included in the staff handbook shall be administrative roles and responsibilities as well as a link to licensed employee job descriptions. The Association may make recommendations and suggestions concerning the building staff handbook. However, the Association will not waive its right to grieve any item in the building staff handbook if an action conflicts with the collective bargaining agreement. Each bargaining member will receive an up-to-date online copy, and at least one hard copy will be placed in each building's office during In-Service Week.

3.13 School Board Communication

- a. The District shall maintain and update Board Policies online with approved changes.
- b. The parties agree the Association will have the option of being placed on the Board agenda once every month to address the Board and provide an update.

3.14 Labor Management

- a. The purpose of Labor Management is to solve problems, address concerns from either side, and suggest (and monitor) the implementation of improvements in efficiency and working conditions. The Association Building representatives will meet with Building Administrator(s) at least monthly, to address concerns. Monthly Labor Management meetings will include the Superintendent (or designee), Association President, and/or Vice-President. Upon mutual agreement, either party may invite subject area experts. A record will be kept of the meeting, including tasks to be completed by each party that will be on the next month's agenda.
- b. If there is a dispute between an educator and building administrator about classroom materials and how they may be used in a classroom the issue will be discussed at Labor Management. If the parties were not able to resolve the dispute at the Labor Management Committee, the Parties agree to create an Ad Hoc committee consisting of two (2) third party teachers (selected by the UNME President) and two (2) third party building administrators (selected by the Superintendent). If the majority of the committee reaches a decision, it will be implemented. If the parties cannot form a majority opinion, each side will present their case to the Superintendent who will reach a final decision.

Article 4 - Employees' Rights

4.1 Due Process

Employee discipline shall be conducted with generally accepted rights of due process afforded to the individual. Those rights include, but are not limited to: the right to written charge(s), the right to respond to charge(s), and the right to representation. Disciplinary actions taken against an employee that is considered unfair or improper by that employee may be appealed.

4.2 Just Cause

No employee shall be disciplined without Just Cause. "Discipline," as used herein shall mean being reprimanded in writing, reduced in compensation, suspended from employment, non-extended or dismissed from employment. An employee who is Dismissed and/or non-extended shall have the option of just cause or FDAB. The employee must notify the District of their selection within fourteen (14) calendar days of being dismissed or non-extended. Just Cause does not apply to extra-duty positions, however, a due process hearing will be provided before a final decision is made regarding a decision to not continue an extra duty assignment.

a. Exceptions

The non-renewal of any probationary employee in the bargaining unit shall not be subject to just cause and shall not be governed by the terms of this agreement or subject to a claim of violation thereof. This article does not apply to retention or non-retention in extra-duty positions.

4.3 Meetings and Hearings

a. Required Meetings - Prior Written Notice

When an employee is required to appear before an administrator or District representative concerning any matter that may adversely affect the employee, then the employee shall be given prior written notice of the reasons in sufficient detail, including facts known to the administration at the time the notice is provided at least two (2) business days before the meeting unless waived by the member, in writing. An Association representative may waive in writing any of the requirements of 4.3.a identified above.

The employee shall be entitled to have a representative of their choice present during the proposed meeting or interview.

b. Notice to the Association for Meetings

In the case of a meeting under 4.3.a, a written notice shall be received by the Association president at least two (2) business days before the meeting. The notice shall state the name of the employee, the building and time of the meeting, and the reason for the meeting.

c. Probationary Employee Non-renewal/Dismissal Hearing

In the event of a non-renewal or dismissal of a probationary employee, the Board shall provide a hearing upon request by the employee and written copies of the reasons as provided in ORS 342.835.

4.4 Evaluation of Students

The employee shall maintain the right and responsibility to determine grades and other evaluations of students. School administrators shall change no grade or evaluation without prior consultation with the

employee. In the case of disagreement between the teacher and administrator the employee may appeal the administrator's decision. If an administrator changes a grade, the administration will accept full responsibility of said change. If the grade is to be changed, a "Grade Change Form" must be filled out and signed by both the employee and the administrator.

4.5 Personal Life

The personal life of an Association member, except for items found in ORS 342.805 (Fair Dismissal Law), and provided classroom performance is not adversely affected as documented through the evaluation process, is not an appropriate concern of the Board.

4.6 Academic Freedom/Controversial Issues

The teaching of controversial issues is an accepted procedure in appropriate subject matters and grade levels in District schools. Employees shall be protected from undue censorship or restraint that may interfere with their obligation to pursue knowledge and truth in the performance of the teaching function. However, this does not give the employee, or any group, the license to promote a particular point of view. Employees also have the obligation to use thoughtful judgment in approaching controversial issues. They shall: (1) present varying aspects or sides of the issue; (2) clearly identify a personal position if such an expression is desirable; and (3) use care in selecting the type of materials used in studying the controversial issues.

4.7 License Endorsements – Mis-assignments

Mis-assignment is defined as an assignment of a licensed educator to a position to which they do not hold a subject or specialty area endorsement or authorization level required by the rules for licensure.

Employees mis-assigned will be given written prior notice a minimum of three (3) weeks before the start of the trimester. The district will provide instructional and curriculum support at the district's expense. This support shall include the granting of a minimum of sixteen (16) curriculum hours to be used by the end of the term.

4.8 Staff Development

Employees have the right to develop their own Individual Continuing Professional Development plans. Their professional growth experiences may include, but are not limited to, college courses, workshops, curriculum planning, research, travel, supervision of employee trainees, and other activities approved by the supervisor.

The District shall not unreasonably withhold a supervisor's signature of an employee's TSPC Professional Development Plan.

Continuing Professional Development (CPD) plan requirements, as set forth in OAR Chapter 584, Division 090 by the Teachers Standards and Practices Commission (TSPC) for license renewal, are the sole responsibility of the employee.

4.9 New Assignments

An assignment is the change in a teacher's assigned course(s) within the teacher's subject area. For example, if a teacher in the math department teaches only algebra and the District assigns that teacher to teach geometry and trigonometry, then that teacher received a new assignment for each course- two (2) new assignments total.

An employee who is being placed in a new assignment will be given written prior notice a minimum of three (3) weeks before the start of the trimester. If teachers are given a new assignment (one in which the employee

has not taught in the previous five (5) years), up to sixteen (16) curriculum hours will be provided to that teacher. New hires are excluded from this provision.

The District will seek affected employee's input prior to placing employees in new assignments. As part of employee input, the administrator will consider if other educators have an interest in taking the assignment voluntarily.

4.10 Transfers

At the elementary level (K-5), a transfer is a move from one grade level to another grade level.

At the middle and high school level, a transfer is a move between schools or between subject areas.

At the secondary level, all parties will be involved in the planning and the implementation process of a transfer.

If a teacher is transferred, up to sixteen (16) curriculum hours will be provided to that teacher. If a classroom move is part of the transfer, the teacher will be provided up to eight (8) hours for classroom packing and moving.

Each employee shall be notified in writing of any transfer as early as possible. Written communication will be provided for the employee to acknowledge that the transfer is voluntary or involuntary.

a. Voluntary Transfers

A voluntary transfer is when an employee submits a request to move within the District and it is approved, or an employee is asked to move and the employee responds in the affirmative. The employee does not share in writing any opposition to the move. Voluntarily filling a vacancy will not constitute a transfer.

b. Involuntary Transfers

An involuntary transfer is an administratively directed move.

The District will limit the number of involuntary transfers for elementary level (K-5) teachers to two times in any five-year period.

The District will limit the number of involuntary transfers for secondary level (6-12) teachers to no more than twelve (12) courses (a course may be a single or multi trimester class) in any five-year period. This does not include progression based courses or Reduction of Force (RIF).

Each teacher shall be notified in writing of any involuntary transfer as early as possible.

c. Elementary (K-5) Level Transfer Due to Enrollment

At the elementary level, a teacher may be transferred due to student enrollment. When this is the case, the need will be communicated to the team from which one teacher will be transferred. First, the teachers will be given five (5) contract days to express a willingness to transfer. If after five (5) working days no teacher has expressed the willingness to transfer voluntarily, the District may involuntarily transfer a qualified teacher.

4.11 Posting of Vacancies and New Positions

A vacancy exists when the employee assigned to a budgeted position abandons the position because of a transfer, promotion, voluntary or involuntary termination, non-renewal additional budgeted positions are allocated, or any other reason.

- a. The District will post and distribute electronically (including via email) all vacant and new non-administrative licensed positions internally for a minimum of five (5) calendar days. If a vacancy or a new position occurs during the school year or during the two (2) weeks prior to the start of the school year, the Association President may waive the five (5) day rule.
- b. At a minimum, the District will interview employees holding an appropriate endorsement or license from the current District staff who apply for the vacant position. If a teacher applies and is not granted a position, the teacher may request the reason for not being given the position.

Article 5- Employees' Evaluation & Personnel File

5.1 Purpose

The primary purpose of the evaluation program is to aid the licensed employee in making continued professional growth and to determine the level of the employee's performance.

5.2 Both Probationary and Contract Employees will be evaluated according to the adopted District Handbook for Evaluation of Licensed Employees. However, a Contract Employee may request an annual Summative Evaluation at the goal-setting stage. A Probationary Employee evaluation shall be based upon at least two (2) observations and other criteria developed by the District.

Employees on a temporary contract working for a full year will be evaluated the same as a probationary employee.

If a temporary employees completes a minimum of 135 days of employment and has a successful evaluation (meaning no category identified as does not meet standards) and returns the following year completing a minimum of thirty (30) consecutive days then the prior year will count toward their probationary period.

An employee on a temporary contract of less than one full year will receive one (1) walk-through observation, per full trimester worked. The employee may request additional observations as desired.

The District will adopt any official changes in the District Evaluation Handbook after consultations with representatives that are chosen by the Association Leadership. The District Evaluation Handbook will contain the following:

- a. Performance Standards and Professional Responsibilities;
- b. An evaluation process interview that includes the Professional Practice Standards and Professional Responsibilities;

A Fall Goal-Setting Conference that includes but is not limited to, the establishment of performance goals for the employee, based on Professional Practice Standards;

A Summary Review Conference in which the results of the evaluation are discussed with the employee (if applicable);
- c. A written program of assistance for improvement is established if one is needed to remedy any deficiency specified in ORS 342.685;

(1)(a) – inefficiency, (d) – neglect of duty, including duties specified by written rule, (g) – inadequate performance, or (h) – failure to comply with such reasonable requirements as the board may prescribe to show normal improvement and evidence of professional training and growth; and
- d. Peer assistance may be utilized whenever practicable and reasonable to aid employees to better understand the needs of students. Peer assistance shall be voluntary by all parties and subject to the terms of any applicable collective agreement. No witness or document related to the peer assistance or the record of peer assistant shall be admissible in any proceeding before the Fair Dismissal Appeals Board, or in a probationary employee non-renewal hearing before the School Board under ORS 342.835, without the mutual consent of the District and the employee provided with peer assistance.
- e. Before an administrator conducts a recording, the administrator will confer with the employee on the reasons for the recording as well as obtain the employee's written consent for any sound only recording. The recording will not be used for the summative evaluation process without the written approval of the employee. The recording becomes the property of the employee after the post-recording conference;

- f. Nothing in this subsection is intended to prohibit the District from consulting with any other qualified experts as determined by the District.

5.3 Personnel File

- a. Copies of official transcripts shall be maintained in the employee's personnel file for the purpose of the employee's horizontal salary schedule advancement. If the District loses or misplaces an original official transcript that has been submitted by an employee the District will reimburse the employee for the cost of replacing the official transcript.
- b. The evaluation reports shall be maintained in the personnel files of the District.
- c. The evaluation report shall be placed in the employee's personnel file only after reasonable notice to the employee.
- d. An employee may make a written statement relating to any evaluation, reprimand, charge, action or matter placed in the employee's personnel file, and such employee's statement shall be placed in the personnel file. The employee will sign any document that is to be placed in their personnel file that may be used in subsequent disciplinary or evaluative action. The employee retains the right to not sign documents prior to going into their personnel file but the parties agree the employee's signature does not indicate agreement but only that the employee has seen the item. If any of the above types of documents are placed in the employee's personnel file without the employee's signature the employee will receive notification via email.
- e. An employee shall have the opportunity to review a document with the Superintendent before it is placed in the personnel file and request that it not be placed in the personnel file. The Superintendent has the right to withhold the material. If the material is placed in the file, the employee has the right to attach a response or other relevant documents. All charges resulting in disciplinary action shall be considered a permanent part of an employee's personnel file and shall not be removed for any reason.
- f. The official personnel file is the one maintained in the District office. Each supervisor may maintain a working file to assist in supervisory responsibilities. A building administrator may maintain a working file only for the duration of the two (2)-year evaluation cycle for non-probationary employees. Probationary employees' working files will be maintained for three (3) years. Employees may attach a response to any material placed in their working file. All contents of the working file shall be destroyed at the end of the two (2)-year evaluation cycle or three (3)-year probationary period.
- g. The personnel file shall be open for inspection by the employee, the employee's designees and the District School Board and its designee. The District shall adopt rules governing access to personnel files, including rules specifying which administrator or confidential employee may inspect personnel files.
- h. A program of assistance for improvement or an evaluation procedure shall not be technically construed, and no alleged error or unfairness in a program of assistance for improvement shall cause the overturning of, a dismissal, non-extension of contract, non-renewal of contract or other disciplinary action unless the contract employee suffered a substantial and prejudicial impairment in the employee's ability to comply with District standards.
- i. Employees, and/or designated representatives will have the right, upon request, to review the contents of their personnel file and to receive a copy of the contents. An employee is entitled to have a representative of the Association accompany the employee during such review. An employee will have the right to indicate those documents or other materials in the file that are believed to be obsolete or otherwise inappropriate for retention. Said documents will be sealed in the personnel file if the Superintendent and the employee mutually agree. However, an educator may request that non-disciplinary items be removed or moved from the personnel file to the working file with approval from the Superintendent. The decision of the Superintendent regarding

any requested removal of a document from the personnel file or to the working file will be issued in writing, and explain the reasons for the decision. The Superintendent's decision will be final, and not subject to the grievance procedure, or an unfair labor practice except for ORS 243.672 (1)(a), (b), (c) and (d). Any documents prohibited from being removed pursuant to ORS 342.850 are not covered by this provision.

- j. The District agrees to protect the confidentiality of personal references, academic references, academic credentials and other similar documents.

Article 6 - Separability of Provisions

- 6.1** In the event that any provision of this contract shall, at any time, be declared invalid by any court of competent jurisdiction, such decision should apply only to a specific article, section or portion thereof directly specified in the decision. Such a decision shall not invalidate the entire contract; it is the expressed intention of the parties hereto that all other provisions not declared invalid shall remain in **full** force and effect.
- 6.2** If differences exist between this contract and present Board policy, the contract will take priority.

Article 7 - Strikes and Lockouts

- 7.1** The Association and the members of the bargaining unit, as individuals or as a group, will not initiate, cause, permit, or participate or join any strike against North Marion District during the term of this Agreement.
- 7.2** There will be no lockout of employees in the bargaining unit during the terms of the Agreement.

Article 8 - Nondiscrimination

- 8.1** Equal employment opportunity shall be provided in hiring, retention, transfer, promotion, and training of all employees regardless of age, disability, national origin, race, marital status, religion, sex, gender self-identification or sexual orientation. Efforts will be made to improve human relationships and to eliminate conditions from which discrimination results.
- 8.2** The District will consider all qualified applicants for employment.

Article 9 - Layoff and Recall

9.1 In the event the Board, in its discretion, determines that a layoff is necessary, the layoff shall be for reduction in force reasons, and the Association and the affected employees shall be notified at least thirty (30) days prior to the effective date of the layoff. In the event of reductions caused by lack of funds, however, the notices shall be as soon as practicable. The Board will then lay off employees utilizing the following criteria:

1. Licensure
2. Seniority
3. Competency and Merit
4. Cultural or linguistic expertise

9.2 Procedure for Layoff

- a. If the District decides to lay off by seniority, it will lay off unit members in reverse order of hire. Notwithstanding, remaining staff members must be licensed for the remaining positions.
- b. Seniority shall be defined as the employee's total length of continuous service in the District as a licensed employee. Seniority will be computed and will accrue from employee's first day of regular contract service with the District. Drawing lots shall break ties.
- c. Seniority shall continue to accrue during approved paid and unpaid leaves.
- d. If the District desires to retain an employee with less seniority than an employee being released under this section, the District must show such employee has distinctly more competency, merit or cultural or linguistic expertise pursuant to the procedures outlined in ORS 342.934.
- e. The definition of competency, merit, and cultural or linguistic expertise are expressed in ORS 342.934.
- f. The District shall make every reasonable effort to transfer employees from courses scheduled for discontinuance to other positions for which they are qualified.
- g. When conducting a layoff the District will follow ORS 342.934.

9.3 Recall

If within twenty-seven (27) months of layoff a vacancy occurs within the District for which a laid-off employee is qualified, the recall procedure outlined below will be followed:

- a. The District will institute a recall procedure that will insure that employees be recalled in the inverse order of layoff.
- b. At the time of layoff, the District shall provide for laid-off employees to express in writing a desire to return to the District. The District shall also receive the employee's address for recall notification.

In the event of a recall, the District shall notify the employees who have expressed a desire to return to the District of the recall by certified mail, return receipt requested, sent to the last address given by the employee to the District Office. The employee will have fifteen (15) calendar days from the date of mailing to notify the District of intent to return. If the recall is less FTE than the employee previously held, then the employee has a right to reject the recall without losing their right to be recalled to a later position. Any subsequent recall notices must be responded to within thirty (30) calendar days from the date it was received. If an employee does not respond to or rejects a position that they are qualified for and that carries the same FTE, then that employee will lose all recall rights and will be treated as a voluntary resignation.

- c. All benefits to which an employee was entitled at the time of layoff, including unused accumulated sick leave, will be restored to the employee upon the employee's return to active employment provided those benefits are still in effect, and the employee will be placed on the proper step of the salary schedule for the employee's current position according to the employee's experience and education.
- d. The District shall continue to pay insurance benefits on behalf of the employee for a period of forty-five (45) days. Such coverage may be continued for the balance of the layoff provided the employee pays the premium and such practice is with the approval of the insurance carrier.
- e. Employees covered by this Article will be given consideration for substitute teaching; such will not affect employee recall rights.
- f. The layoff and recall procedure applies to all members of the bargaining unit.

9.4 At the time the District announces its intent to implement the provisions of the Layoff Article, upon request it agrees to provide to the Association, at no cost to the Association, a complete list of all licensed employees, including each employee's date of hire, total teaching experience and areas of license.

9.5 Any "appeal" from the Board's decision on layoff pursuant to this Article shall be by means of a grievance filed pursuant to the Article on Grievance Procedure. The decision of an ERB designee will be per ERB rules and provision of ORS 342.934 (7), as amended.

Article 10-Work-Year and Work-Day

- 10.1** The regular work-year for 2022-23 shall include 191 contract days and 192 contract days beginning in 2023-24, of which students may be in attendance up to 172 days in 2022-23 and 173 days beginning in 2023-24, and shall include at least:
- 2 Work Days prior to the start of the student contact year (one (1) of which will be the day before the first student contact day)
 - 1 Grading Day at the end of each grading period
 - 1 Half (1/2) Work Day immediately preceding each grading day
 - 2 Curriculum/Professional Development Days
 - 5 Paid Holidays (Labor Day, Veterans' Day, Thanksgiving, MLK Jr. Day, Memorial Day) Presidents' Day will be a non-contract holiday
- Beginning with the 2022-23 contract year, Statewide Inservice Day will be a non-contract day.
- a. Licensed staff shall submit grades no later than 8:00am on the first contract day following the week-end after the grading day, except on the last grading period of the school year when grades shall be submitted by the end of the grading day. Licensed staff will have the option of completing their grading off site provided prior notification of such choice is provided to the employee's immediate supervisor.
 - b. The half (1/2) work days preceding the grading days shall start after the last student lunch and end at the completion of the regular teacher work day. This time shall be for assessment and planning and only teacher-initiated meetings may be scheduled on this day.
 - c. One of the two curriculum day/professional development days will be a full non-student contact day, during which teachers will be working on curriculum topics of their choice. Principals may request documentation of work completed. Professional development days will be planned by the District and may include training, group work and other activities organized by the District to support educational programs.
 - d. Employees will have a four (4) hour block of time where no District directed activities will be scheduled. If time spent on Safe Schools training exceeds four (4) hours, employees can timesheet the additional time.
- 10.2** Members of the bargaining unit may have special contracts beyond the standard 190 days. Annually the Superintendent shall review and submit to the Association president and Association negotiations chairperson the list of contracts to be acted on, including name, number of days in contract and assignment. The contract list shall be submitted at least five (5) working days prior to the Board meeting. Any new special contracts initiated by the district shall be submitted to the Association president and Association negotiations chairperson at least five (5) working days prior to the Board meeting in which they will be acted on.
- 10.3** Regular work hours for licensed staff shall be eight (8) hours per day, to include a continuous thirty (30) minute duty-free lunch period. The Superintendent, or their designee, will set specific building work hours. Special permission must be secured if it is necessary for any staff member to be away during established work hours.
- 10.4** Each middle and high school teacher shall have a daily uninterrupted preparation period equal to one (1) contact period. All teachers at the elementary level (K-5) shall have a daily uninterrupted preparation period of at least forty-two (42) minutes on average. This time is allocated during student contact time. Preparation time for teachers employed for less than full time will be prorated.
- 10.5** Morning meetings where elementary teachers are required to attend, are limited to one (1) per week and

will be no earlier than ten (10) minutes after the beginning of contract hours and will allow the teacher ten (10) minutes of transition time before supervision duties begin. This does not include emergency “stand up” meetings, IEP/504 meetings, or Wednesday PLC.

- 10.6** Special Educators teaching in self-contained classrooms who have twenty-five (25) hours or more of student contact time per week may request and shall be granted up to 3 days per year substitute time for the purpose of completing legally required paperwork and meetings. If a teacher requires additional days, three additional days may be granted at the discretion of the Special Education Director.

Special Educators, not working in self-contained classrooms, who have twenty-five (25) hours or more of student contact time per week may request up to 6 days per year substitute time for the purpose of completing legally required paperwork and meetings. If a teacher requires additional days, those days may be granted at the discretion of the Special Education Director.

- 10.7** Employee attendance shall not be required whenever student attendance is not required due to inclement weather or other such unforeseen circumstances beyond the control of the District. Employees' pay will not be docked for days missed, provided, however, that the Association agrees that such days may be made up at the option of the District to incorporate the total number of employee contract days, without additional compensation.

Employees who have requested leave on a day in which the district closes for the full day due to inclement weather or other unforeseen circumstance, such day will not be charged against the employee's leave account.

10.8 Class Coverage

An employee surrendering any portion of a preparation period or substituting for another employee will be compensated for the time surrendered at the rate established for class coverage in the Extra-Duty Schedule. Every effort will be made to achieve reasonable distribution of this responsibility.

10.9 Calendar Review

The Superintendent or designee shall submit the proposed school calendar to the Association president one week prior to the Board's first official consideration of it. The Association may make recommendations and suggestions concerning the calendar. However, the Board will make the final decision on the school calendar.

Article 11 - Curriculum Work & Professional Development Outside the Contract Day

11.1 Definitions

- a. Curriculum Work is work activity outside of the scheduled workday or work year on the development of instructional programs, including but not limited to curriculum alignment or articulations, textbook selections, and development of the new course or program curriculum. Curriculum Work must be pre-approved by the District to be compensable under this Article.
- b. Professional Development is staff development activity outside of the scheduled workday or work year designed to improve instruction and instructional methods, including but not limited to receiving training on instruction in a specific curriculum or curriculum program. Professional Development must be pre-approved by the District to be compensable under this Article.

11.2 Curriculum Work and Professional Development shall be compensated on an hourly basis as set forth in the Extra-Duty Salary Schedule.

11.3 Employees may request or volunteer for Curriculum Work and/or Instructional Development. The District retains the right to grant or deny such requests or volunteer efforts. If the assignment is approved, the rate of compensation shall be as set forth above.

Article 12 - Salaries

12.1 Base Salary

Base salary for 2021-22 is \$40,358

Salary base during the term of this contract shall be as follows:

- a. The District shall increase the 2020-21 salary schedule by seven and one half percent (7.5%) for 2021-22

The District shall increase the 2021-22 salary schedule by four and one half percent (4.5%) for 2022-23.

The District shall increase the 2022-23 salary schedule by four and one half percent (4.5%) for 2023-24.

If ADMr increases to 1730 with December 2023 reporting, salary shall increase by an additional half percent (0.5%) effective July 1, 2023 (paid with January payroll).

If ADMr increases to 1760 with December 2023 reporting, salary shall increase by an additional half percent (0.5%) effective July 1, 2023 (paid starting with January payroll).

12.2 Salary Index

- a. Salary Index for 0 - 16 Step Salary Schedule

Individual salaries during the term of this contract shall be determined by multiplying the factor corresponding to the individual's education and experience by the base salary of the school year shown in 12.1. **NOTE:** See new index at the end of proposal

All courses applied to the horizontal salary schedule movement must be graduate-level credits. At the discretion of the District, the Superintendent may award horizontal movement for other than graduate-level courses.

With the addition of step 16 all educators on the last step of the 2020-21 salary schedule will move to step 16 for 2021-22.

12.3 Salary Placement at Hire

- a. A new employee will be placed on the appropriate step of the applicable column of the salary schedule based on each step of the salary schedule representing the successful completion of 135 full-time days [full-time equivalent (FTE)] during a school year prior to the date of the hire.

- b. **Nurses, Specialists, and other Non-TSPC Licensed Employees**

Newly hired licensed professionals may be placed on the appropriate column that corresponds to the employee's education level as well as the appropriate step and up to the maximum within that column. One (1) year of work experience relevant to the area of teaching assignment equates to one (1) year of teaching experience for step placement.

Nurses and school psychologists will receive a twelve percent (12%) differential on top of their base salary.

c. Career and Technical Education (CTE) Employees

Newly hired non-degree licensed professionals who are vocationally certified may be placed on the BA column at the appropriate step and up to the maximum for new licensed professionals. Two (2) years of work experience relevant to the area of teaching assignment equates to one (1) year of teaching experience for step placement.

12.4 Retirement Benefits

The District agrees to pay the PERS/OPSRP retirement contributions required by ORS Chapters 238 and 238A that are applicable to the employees in the bargaining unit.

12.5 Salary Checks

Salary checks shall be paid on the 20th of each month or the last working day prior to the 20th. The June and July checks will be on the last regular contract day. The August check will be paid on June 30th; if June 30th falls on a weekend, it will be paid the last business day of June.

Article 13 - Salary Schedule Advancement

It is the employee's responsibility to notify the administration by January 15 of any anticipated horizontal advancement for the next school year. Advancement will be permitted in any month if notification is received by January 15 of the preceding school year. If notification is not received by January 15, advancement will be postponed by one (1) month for each month past the January 15th notification date until the following school year. An electronic or paper copy of official transcripts verifying eligibility to advance must be submitted by the 15th of any month in order to advance the following month. The new pay rate will be effective from that point forward. The District may request the employee supply the original Official Transcript for review.

Article 14 - Emergency Draw

- 14.1** Employees are entitled to make a written request with a reason for an emergency draw up to three (3) times per school year.
- 14.2** The Superintendent will approve or deny the draw request. If denied, then a reason will be provided in writing.

Article 15 - Insurance

15.1 Provision for Employee Insurance Coverage

During the term of this contract, the District will pay up to the following amounts toward insurance coverage for the benefit of the employees in the bargaining unit. The insurance carrier, coverage and benefits provided thereby will be subject to mutual agreement between the District and the Association. Employees must pick up any premium costs beyond the amounts provided below:

- 2021-22 Up to \$1,240 per employee, per month, not to exceed the actual premium cost. In addition, any employee who has contributed to insurance premium expenses for the 2021-22 contract year will receive a one-time stipend of six hundred dollars (\$600).
- 2022-23 Up to \$1,370 per employee, per month, not to exceed the actual premium cost.
- 2023-24 Up to \$1,450 per employee, per month not to exceed the actual premium cost.

15.2 Part-Time Employee

Health, dental, and vision insurance shall be computed for part-time employees on the following basis:

- a. Employees working 30 hours or more per week shall receive full benefits.
- b. Employees working at least 20 but less than 30 hours per week shall receive a prorated insurance benefit equal to the same percentage as their weekly work assignment.

15.3 Insurance Opt-Outs

Employees who are covered by other group medical coverage may opt-out of medical insurance or medical, dental and /or vision insurance. Employees choosing to opt-out may receive a District contribution to a Health Reimbursement Account (HRA) with the following amounts:

Medical Opt-Out Only: \$300 per month, \$3,600 annually; Medical & Dental and/or Vision Opt-Out: \$350 per month, \$4,200 annually. Amounts would be prorated according to hours worked for FTE as stated in 15.2.

15.4 Health Savings Account (HSA)

Employees electing to participate in an eligible high deductible health plan as described by IRS codes may be eligible to participate in an HSA provided all criteria is met under the rules and regulations set forth by the IRS.

For employees eligible to participate in an HSA, the District will contribute the total difference between the actual cost of total premiums (medical, dental, vision) and the maximum District insurance contribution.

Employees will be allowed to make contributions into such account up to the annual maximum allowed by the IRS for each calendar year for individual or family coverage.

District HSA Contributions will be prorated based on actual hours worked or FTE as stated in Sections 15.2.a and 15.2.b of this Article.

15.5 Frontloading Employee Accounts

For employees who moved to an HSA or HRA eligible plan after June 2013, the District will make a deposit worth four (4) months of contributions into their account the first month of eligibility.

15.6 A retiree may purchase insurance benefits in accordance with ORS 243.303.

Article 16 - Tuition Reimbursement

- 16.1** Amount of reimbursement will be a maximum of \$1500 during each year of the contract for employees who have agreed to return the following year. The amount of reimbursement will be prorated for part-time employees.

Graduate level courses must be directly related to education. Courses leading to an additional license or endorsement will be eligible for reimbursement, as will undergraduate courses that benefit the District and enhance teaching. Courses in this category include, but are not limited to, Spanish, etc.

- 16.2** Employees must submit a request for approval prior to taking the course. Superintendent will make the final decision on the eligibility of courses for reimbursement.

16.3 Direct Payment of Tuition

- a. The District will make direct payments of tuition to institutions where employees are pursuing approved course work. Such direct payments will be made provided an agreement exists with the institution that the District be billed for tuition following enrollment by the employee and that in the case of summer school, payment may be made after July 1 beginning of the fiscal year.
- b. When the direct payment of tuition is made, the employee will provide evidence of successful completion within a reasonable period of time after the course is completed. If such evidence is not forthcoming, the District will be entitled to recover from the employee the amount of tuition paid. The District is entitled to use whatever means necessary to recover from the employee tuition paid for course(s) not successfully completed. If the District intends to use payroll deduction to make recovery, the employee will be notified of this intent and have ten (10) days to make response before pay is withheld. Such payroll deduction is expressly authorized by this provision.

Article 17 – Professional Development

- 17.1** Employees will receive 100% reimbursement on all fees for professional development with administration pre- approval. Fees include conference registration fees, required materials, meals and mileage.
- a. When the District requests an employee to attend an overnight conference, the District will pay cost of lodging.
 - b. When the District requests an employee to attend a meeting, the District will reimburse for meals as per District policy. The employee will provide receipts for all expenses to be reimbursed.
- 17.2** The Superintendent may provide for a partial advance on expected reimbursement fees.

Article 18 - Mileage

- 18.1** Mileage reimbursement for mileage driven in the employee's vehicle, while on school business, approved by appropriate administrative personnel, will be paid at the IRS rate per mile.

Article 19 - Retention Incentive

- 19.1** Each employee who has been with the District three (3) years will be eligible to participate in the 403(b) plan with the District matching contributions in the employee's name at the following rates:
- a. Employees with twenty (20) years or more in P.E.R.S.: up to \$60 a month.
 - b. Employees with fifteen (15) years to nineteen (19) years or more in P.E.R.S.: up to \$35 a month.
 - c. Employees with ten (10) years to fourteen (14) years or more in P.E.R.S.: up to \$25 a month.
 - d. Employees who are off probation but have less than ten (10) years or more in P.E.R.S.: up to \$20 a month.
- 19.2** The plan will operate within the parameters of Section 403(b) of the Internal Revenue Code. The IRS rules and regulations governing 403(b) contributions will supersede any contractual obligations of the parties.
- 19.3** A retiree may purchase insurance benefits in accordance with ORS 243.303.

Article 20 - Sick Leave

20.1 Time Limitations and Extensions

- a. Each 190-day employee shall be allowed eighty (80) hours of sick leave with pay for illness, injury, or serious health condition as defined by State or Federal leave laws during each school year. Each 200-day employee shall be allowed eighty-four (84) hours each school year. Each 220-day employee shall be allowed ninety-two (92) hours each school year.
- b. An employee who is employed for a period of time less than full time shall be allowed one (1) hour of sick leave for each nineteen (19) hours worked.
- c. Sick leave not taken shall accumulate for an unlimited number of days. A local governing board is required to permit a school employee to take up to seventy-five (75) days sick leave accumulated in other Oregon districts. The accumulation shall not exceed that carried by the most recent employing district. However, the transfer of sick leave from another Oregon district shall not be effective until the school employee has completed thirty (30) working days in the District.
- d. Sickness or other unavoidable circumstances that prevent an employee from working twenty (20) school days immediately following exhaustion of sick leave shall be sufficient reason for the Board, upon recommendation of the Superintendent, to place the employee on unpaid leave and to terminate the employee the following August if the Board determines the employee is unable to resume duties at the beginning of that fall term.
- e. Sick leave shall be recorded on a basis of actual time used. Leave time will be recorded in increments no smaller than fifteen minutes.

20.2 Condition for Leave with Pay

- a. The annual days of sick leave shall apply in full on the first regular contract day the employee works.
- b. An employee who has contracted for employment for a school year, but is unable to assume assigned duties at the start of the school year, shall be allowed sick leave up to, but not to exceed the maximum accumulated before the start of that school year.

20.3 The Superintendent may require certification by a physician that an illness or injury prevents an employee from carrying on their duties after an employee has taken five (5) consecutive days of sick leave.

- a. All in-District sick leave benefits are immediately and automatically canceled when an employee leaves the District.
- b. At the employee's option, sick leave to the limit the employee has accumulated, may be used to make up the difference between the employee's regular net, take-home salary, and the benefits received under Oregon Workers' Compensation Law (ORS 656.005(8)). An employee's sick leave will be charged for only the prorated portion paid by the District.
- c. Sick leave may be used for dental, medical or ocular appointments when absence during working hours for this purpose is authorized at least forty-eight (48) hours in advance by the Building Supervisor and when such appointments cannot be arranged outside working hours.
- d. Sick leave may be used for illness in the employee's "immediate family" as defined in State and Federal family leave laws. Sick leave may also be used for illness as defined in the FMLA.

- 20.4** Unused sick leave will be applied to retirement benefits as per State law. Leave accumulation will be made available to all employees by October 1st of each year.
- 20.5** Upon the member's request, the Superintendent or Board may grant additional leave without pay for unusual conditions over which the employee has no control.

Article 21 - Personal Leave

- 21.1** All members shall be entitled to three (3) unquestioned personal leave days per year.
- 21.2** Personal leave shall not be taken in less than one (1) hour increments.
- 21.3** No more than one (1) personal leave day per school year shall be used to extend winter or spring break, or any contractual and/or federal holiday.
- a. For personal days adjacent to a holiday as stated in 21.3, leave must be requested at least thirty (30) calendar days in advance.
 - b. Upon the member's request, the Superintendent may grant an exception in special circumstances.
 - c. No more than 30% of the licensed staff in each building shall be granted personal leave adjacent to a holiday as stated in 21.3 on any single day. If more than 30% of the licensed staff request leave on a single day, leave shall be granted in the order of request. The first day for submitting requests shall be the first day all licensed staff are required to attend for the current school year.
- 21.4** For personal leave days not adjacent to a holiday as stated in 21.3, when circumstances permit, leave must be requested at least three (3) working days in advance.
- 21.5** Upon the member's request, the Superintendent or Board may grant additional leave without pay for unusual conditions over which the employee has no control and that require their presence.
- 21.6** At the end of a school year, the district shall "buy back" the unused personal leave of each bargaining unit member. Personal leave will be bought back at the current substitute rate. The amount paid out shall appear in the last June paycheck.

Article 22 - Professional Leave

The District encourages employees to pursue professional leave opportunities with the following conditions:

22.1 Time Limitations and Extensions

- a. An employee may be granted up to three (3) days professional leave, with pay, as approved by the Superintendent or designee. Extensions of such leave may be granted in specific instances.
- b. Such leave shall be in addition to any other leave.

22.2 Conditions for Granting Professional Leave with Pay

- a. Professional leave with pay must be for improving the contribution of the employee to the District. Types of activities for which employees may be granted leave are:
 - i. Visitation to other school programs
 - ii. Active participation in professional associations
 - iii. Active participation in educational programs
 - iv. Individual professional growth needs
 - v. Military active duty per ORS.408.290 (1)
- b. Professional leave with pay may be granted to employees who hold office in a professional employee organization, or who are official delegates to a convention, and are thus required to attend. Excluded are individuals attending meetings discussing collective bargaining or labor negotiations.
- c. Requests for professional leave must be submitted to the employee's supervisor three (3) days before the effective date. The supervisor will respond within two (2) days.

22.3 Conditions for Granting Professional Leave without Pay

- a. Leave of absence without pay may be granted to employees for:
 - i. Study
 - ii. Travel
 - iii. Professional employee organization participation
 - iv. Professional growth opportunities
 - v. Military leave per ORS.408.240 (1), and ORS.408.270

Article 23 - Family Medical Leave

- 23.1** The District will comply with all provisions of the Family and Medical Leave Act (FMLA) of 1993, the Oregon Family Leave Act (OFLA) of 1995, and other applicable provisions of Board policies. Any changes in Federal or State law regarding FMLA will be applicable to this section and supersede current language.

In order for an employee to be eligible for the benefits under federal law, they must have been employed by the District for the previous twelve (12) months and have worked at least 1250 hours during the past twelve (12) month period.

In order to be eligible under state law, an employee must work an average of twenty-five (25) hours per week and have been employed at least 180 days before the first day of the family medical leave of absence. However, for parental leave purposes, an employee becomes eligible upon completing at least 180 days immediately preceding the date on which the parental leave begins. There is no minimum average number of hours worked per week when determining employee eligibility for parental leave.

23.2 Parental Leave

Under the Oregon Family Leave Act (OFLA) the District shall grant employees the use of their accrued Personal Leave and Sick Leave for up to twelve (12) weeks following the birth date of the employee's child, or if the child is born prematurely, until the child reaches a developmental stage equal to the twelve (12) weeks. In the case of adoption, an employee shall have up to twelve (12) weeks following the date the adoptive parent takes custody of a child under age six (6). The parental leave time may be split between the parents.

Employees are required to complete an FMLA form if requesting this type of leave.

- a. Hours used for Parental Leave will not be counted against the employee's attendance record.

Article 24 - Bereavement Leave

24.1 Time Limitations and Extensions

- a. All employees shall be entitled to leave with full pay up to (five) days per occurrence of a death in the "immediate family" as defined in State and Federal family leave laws.
- b. Staff will be granted time to attend the funeral of a staff member or student. The amount of time granted will be the amount of time required to attend the service. Leave must be requested as soon as practical, and if possible twenty-four (24) hours in advance of leave. If additional bereavement time is required, the staff member may be required to use personal leave.
- c. Such leave shall not accumulate from year to year.
- d. Death of a person not encompassed within the "immediate family", or a staff member or student, but with whom a very close relationship exists, shall receive one (1) paid day per occurrence, up to three (3) occurrences per year.
- e. The Superintendent or Board may grant additional bereavement leave with or without pay.

24.2 Procedures for Granting

- a. The request for bereavement leave must be presented to the immediate supervisor as soon as practical.

Article 25 - Jury Duty or Court Appearance

- 25.1** An employee shall be granted leave with pay for service on a jury, provided, however, that compensation paid such employee for the period of the leave shall be reduced by the amount of the compensation received by the employee for such jury service. Alternatively, the employee may turn over their jury compensation, less any amount specified by the Court for food and mileage and continue to receive their regular pay.
- 25.2** Upon being excused from jury services during any day, an employee shall immediately return to complete their assignment for the remainder of the regular workday. If the time remaining is less than one-half day, the employee shall make arrangements with the District regarding the use of the remaining time.
- 25.3** The above provisions shall also apply to serve as a witness in response to a subpoena or other direction by proper authority.
- 25.4** Leave identified in the above provision does not apply when an employee is involved as a litigant for personal reasons.

Article 26 - Miscellaneous Leave Without Pay

26.1 Family and Medical Leave Act (FMLA) of 1993, the Oregon Family Leave Act (OFLA) of 1995

In the event an employee is eligible for parental leave or family medical leave but does not have sufficient paid sick leave or personal leave to remain in pay status, the employee shall be granted parental leave or family medical leave, as applicable without pay consistent with FMLA and OFLA and Article 23 of this contract.

26.2 Any changes in Federal or State law regarding FMLA or OFLA will be applicable to this article and supersede the current language.

26.3 In order for an employee to be eligible for the benefits under federal law, they must have been employed by the District for the previous twelve (12) months and have worked at least 1250 hours during the past twelve (12) month period.

26.4 Return from Leave

All fringe benefits that members are entitled to at the time the leave of absence began, including seniority and unused accumulated sick leave, shall be restored to them upon their return as fully as if they had never taken said leave, and they shall be assigned to the same or comparable position. No additional fringe benefits will be accrued during the time of leave, but seniority will accrue.

26.5 Annual Leave without Pay: for Personal, Health and/or Family Hardships

Upon the recommendation of the Superintendent, the Board may permit members of the staff to take leaves up to one year in length for the restoration of health or for the alleviation of a hardship involving themselves or their immediate families.

26.6 Extensions & Renewals

All requests for extensions or renewals of leaves and their approval or denial shall be submitted in writing to the Superintendent.

26.7 Insurance Coverage

Personnel on leave of absence shall be permitted to continue group insurance coverage and shall prepay premiums on a monthly basis to the District at their own expense. This provision shall be subject to the approval of the insurance carrier.

26.8 Employees who are in leave without pay status shall have an amount of pay commensurate with the amount of time such unpaid leave is in effect deducted from their gross salary.

Article 27 - Grievance Procedure

27.1 Purpose

The purpose of this procedure is to secure, at the lowest possible level, resolutions to the problems relating to the administration of this agreement that may from time to time arise. The parties agree that these proceedings will be kept informal and confidential as appropriate, consistent with the ultimate goal of resolving the grievance at any step of the grievance procedure.

27.2 Definitions

- a. **Grievance:** A "grievance" is a claim by an employee or the Association based upon the interpretation, application or alleged violation of the negotiated Agreement or District policy. Policy grievances are only grievable to the Board level. The Board's decision on any District policy grievance is final and binding, not subject to arbitration or to an unfair labor practice complaint. Issues or concerns that are not violations of the Negotiated Agreement of District Policy are not grievable and may be brought to Labor Management for review.
- b. **Grievant:** A "grievant" is the person, or persons, making the claim, or the "Association."
- c. **Working School Day:** Those days when employees are expected to be at school.

27.3 Time Limits

Since 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 grievance. The failure of the District to respond within the time limits set forth herein will constitute a rejection of the grievance at that level and thereby allow the Association to take the grievance up to the next step within the time limit specified therein failure of the Association to comply with a time limit set forth herein shall constitute a withdrawal of the grievance.

27.4 Grievance Process:

- a. **Step One:** The grievant shall promptly attempt to resolve the grievance informally with the immediate supervisor. The supervisor shall have five (5) working days to respond. If the grievance is not resolved informally, it shall be reduced to writing by the grievant, or the Association who shall submit it to the immediate supervisor. If the grievant, or the Association does not submit the grievance to the immediate supervisor in writing within twenty (20) working school days after the facts upon which the grievance is based first occur, or first become known to the grievant and the Association, the grievance will be deemed waived. When presenting the written grievance the Association representative may accompany the grievant.

The grievant shall present the grievance in writing, stating the following information:

- A. Name and position of the grievant.
- B. A statement of the grievance, the facts, relevant dates, and the persons involved.
- C. A statement identifying the contract provision allegedly violated including citing specific contract language violated.
- D. The specific remedy sought.
- E. The signature of the grievant and the date.

The immediate supervisor will reply in writing to the grievant with a copy to the Association within

five (5) working school days after receipt of the written grievance

- b. **Step Two:** The grievant may appeal the grievance in writing to the Superintendent within ten (10) working school days after receipt of the immediate supervisor's written answer. The Superintendent and/or designee representative shall meet with the grievant and/or their Association representative and attempt to resolve the grievance within five (5) working school days. The Superintendent shall give a written answer to the employee with a copy to the Association no later than ten (10) working school days after the meeting.
- c. **Step Three:** The grievant may appeal to the School Board within five (5) working days. Such hearing will take place at the next regularly scheduled Board meeting. The grievant will inform the District whether they desire a public or executive session hearing at the following School Board meeting.

The School Board will review all pertinent data and render a written decision to the employee with a copy to the Association within twenty (20) working school days following the School Board meeting at which the hearing took place.

- 27.5 At the option of the grievant, the grievant may be represented at any level of this procedure by a representative of the grievant's choice. If the Association does not serve as the representative, a representative of the Association may be present at the adjustment of any grievance.
- 27.6 Retaliation shall not be taken against an employee in response to the employee's exercise of the right to file a grievance as provided in this Agreement.

Article 28 - Complaint Procedure

- 28.1** If a complaint is made against an employee to the administration, such complaint must be made in writing and signed by the complainant and shall be processed under the following circumstances:
- a. If the administration intends to make a record in the evaluation report of a complaint received concerning the employee;
 - b. If the administration intends to place a record of such complaint in the employee's personnel file;
 - c. If in the administration's judgment, such complaint is sufficiently relevant to the employee's performance as to indicate the desirability of a conference.
- 28.2** Pursuant to 28.1 above, an initial conference shall be held with the employee not later than ten (10) working days after the complaint is made to the administration. At the request of the employee, the administration will attempt to set up a meeting with the complainant. If the complainant refuses to meet or is unavailable, the complaint will be presented in writing. The employee will be entitled to have a representative at all meetings. Employees shall be given a copy of the written complaint at least 24 hours prior to the initial meeting.
- 28.3** Any such complaint that the administration chooses not to discuss with the employee or that is not discussed within the required time shall not be considered in the employee's evaluation and shall not be used against the employee in any subsequent action by the District.
- 28.4** Following the final conference, the employee may make a written response that shall be attached to and become part of the original complaint.
- 28.5** Supervisor/Employee Complaints
- a. Before formal complaints are filed against a principal, administrator or Superintendent a meeting between the complainant and/or representative, principal, administrator or Superintendent will occur.
 - b. If the complaints are not resolved at the informal level then an employee may file a complaint with the Superintendent (or board chair when the complaint is against the Superintendent) who will meet with both parties to try and resolve the issue.
 - c. An employee will have a right to have a representative at all meetings.

Article 29 - Part-Time, Job Sharing, and Extended Assignment

29.1 Part-Time Teachers

- a. A part-time teacher shall be defined as any bargaining unit member employed less than full time.
- b. The full-time equivalency (FTE) and salary proration of a part-time teacher shall be determined by comparing the time worked, including prep time and lunch time, to the hours of a full-time teacher eight (8) hours, per Art. 10.3. Each part-time teacher shall annually receive written notice from the District indicating the percentage of full-time equivalency for which that individual is contracted.
- c. Part-time teachers shall receive pro-rated salary, insurance benefits, paid leave, prep time, and other contractual benefits.
- d. Internal part-time employees shall receive credit for a full years' experience for each year worked with the District.
- e. Part-time teachers shall participate in scheduled workdays according to their contract FTE. Part-time teachers who are required to participate in in-service shall receive additional pay for hours worked beyond their contract FTE.

29.2 Job-Sharing Teachers

- a. When any member of the bargaining unit wishes to job-share one (1) position, the employee(s) shall notify the District of their request prior to May 30th of the preceding year. All granted requests are for one (1) year only. Annual renewal by May 30th is required.
- b. The two (2) individuals shall share hours of employment, duties and compensation in an equitable manner.
- c. Each employee shall receive the salary pro-rated at the level they would receive if they were teaching full time in that position. Health, vision and dental insurance will be pro-rated.
- d. If one member of the job sharing team resigns or is terminated, the remaining member has the option of becoming a full-time employee in that position with all rights attendant thereto.
- e. Job-sharing teachers working half-time or more shall receive a full year's experience for each year worked and a full step increment on the salary schedule for each year worked. Employees who choose to job share retain all seniority rights and other rights of a full-time employee.
- f. If both positions of the job sharing team should be vacant, those two (2) positions would revert to one full-time position.
- g. It is understood that the granting of a job-sharing request is at the discretion of the District. If the District denies a job-sharing request, written notice of the denial and the reasons shall be provided to the employee. It is understood that job sharing in no way affects any other halftime position nor any rights attendant thereto.

29.3 Extended Assignment

- a. By mutual agreement between the employee and the District, employees may accept assignments to teach a "zero (0) period" (prior to the start of or following the end of the regular school day) or during their preparation period. The District may not unilaterally assign a teacher to teach during a zero (0) period or during his/her prep period, and the teacher shall not be entitled to continuation of such an extended assignment from academic term to academic term. The parties agree that an individual may not be assigned both a zero period and a teaching period in lieu of preparation time.
- b. When the District and an employee agree to such an extended assignment, the teacher shall be compensated at their hourly rate for the additional assigned period.

Article 30 - Supplemental Pay

30.1 Supplemental Pay for licensed employees falls into five (5) categories: Supervision, Coaching, Extra and Co-Curricular Assignments, On-Line Learning and Supplemental Education Services. Any of the positions listed below that are held by an administrator will be posted internally each year to encourage bargaining unit members to fill the positions.

30.2 Supervision of school events is an opportunity first given to bargaining unit members in the building. Any supervisory duty will be paid at the current rate on the Extra-Duty Salary Schedule.

- a. Supervision opportunities will be posted via building email for a period of two (2) licensed employee work days. Bargaining unit members may sign up for a maximum of six (6) events with the exception of clock operations. (See 30.2.d)
- b. After the first two (2) licensed employee work days, the supervision duty schedule will be open for two (2) licensed employee work days to all staff in the building to sign up for six slots. At the end of this time, if a position is unfilled, it will be opened to the entire district until it is filled.
- c. The two (2) licensed employee work days listing practice may be waived when: event times change; supervisors cancel an event or the assignment; or there is insufficient time to post.
- d. Clock operations is a separate supervisory assignment and will be available for sign-up only to approved clock operators, as outlined in the North Marion Athletics Handbook.
- e. If staff participate in events such as chaperoning a school dance, supervision at OBOB, Music performances, and Math Nights as well as participation at Back to School Nights they can fill out a time card and be paid at the extra duty supervision and activity helper rate. Events where specific employees are needed do not need to be posted via building email as stated in 30.2.

30.3 Coaching

Coaching positions are open to everyone: both district employees and non-employees. When two (2) or more equally qualified candidates apply for a coaching position and one (1) is a licensed employee, the licensed employee shall be given priority. Coaches will be paid at the rate determined by the Extra Duty Salary Schedule.

- a. All varsity head coaches will be evaluated annually by the Athletic Director of the building they serve. The evaluation shall occur within 60 days of the end of the fall and winter seasons, and within 30 days after the end of the spring season. At that time, a recommendation to renew or non-renew the contract will be made.
- b. Assistant coaches will be evaluated annually, and recommendations to renew or non-renew will be made at the time of evaluation. The evaluation and decision to renew or non-renew an assistant coach who is a bargaining unit member, shall be made by the athletic director.
- c. Evaluations shall be conducted based on procedures outlined in the North Marion Athletics Handbook.
- d. All High School Varsity Head coaches who have been coaching for three (3) consecutive years in the same sport at North Marion will receive an additional ten (10) percent of their stipend in the fourth year.
- e. Post Season Coaches stipend – Head Coaches and approved assistant coaches (varsity level) whose season extends into a post season will receive 1% of their stipend for every day (with a

limit of five (5) days per week) of the postseason (this includes "Play In" games).

30.4 Extra and Co-Curricular

Extra and co-curricular assignments are related to academics and school activities. As such, they are best served by having a licensed staff fill them. Licensed staff shall be given the first opportunity to fill these positions. Should no qualified licensed candidate apply for the positions within 10 days of the posting, it may be offered to non-licensed staff and/or community-at-large.

- a. Extra Duty assignments are compensated for work performed outside the regular work day and/or beyond the regularly assigned duties of the primary position of the individual and shall have a written job description.
- b. Licensed staff filling the extra and co-curricular assignments shall be paid according to the Extra Duty Salary Schedule. All assignments in this area are for two (2) year terms and may, or may not, be renewed at the discretion of the District.
- c. Extra Duty Salaries shall be increased by the same percentage as any negotiated increase in base salary. For the 2021/22 school year extra duty pay will remain the same as 2020/21. For the 2022/23 school year pay will increase by the total negotiated cost of living increase for years 2021/22 and 2022/23 (12%). The increase for 2023/24 will be increased by the same percentage as the negotiated increase (4.5%).
- d. The District shall notify the Association of any new extra duty position or substantial modification to an existing position, and the Association may exercise its bargaining rights under PECBA. The list that follows includes positions approved for extra duty compensation.
- e. Behind the Wheel Driver Education will be paid based upon the student's completion of the program. The per-student stipend is \$140. A list of students who have completed the required hours will be given to the HR clerk on a regular basis.

30.5 Supplemental Educational Services

Supplemental Education services are those services that are related to a licensed staff assignment, but outside of the scope or time for which licensed staff receive their salaried pay. These services include, but are not limited to:

- Curriculum Development (See Article 11)
- Professional Development (See Article 11 and 17)
- Loss of Prep/Class Coverage (See Article 10.8)
- Extended Teaching Assignment (See Article 29.3)
- Extended Contracts (See Article 10.2)
- Specialists Stipends (See Article 30.5.a)
- On-Line Learning (See Article 33)

a. Specialist's Stipends

Members of the bargaining unit serving in the special education department and ELL department will receive an annual \$2,500 stipend. Specialist stipends shall be increased by the same percentage as any negotiated increase in base salary. If only a portion of the educator's student load is special education or ELL the stipend will be pro-rated to reflect the distribution between regular education, special education or ELL.

30.6 Ad-Hoc Committee

The Superintendent shall choose up to three (3) people to serve on the ad hoc committee and notify the Association President of these choices. The Association shall select three (3) licensed employees to serve on the ad hoc committee and the Association President shall notify the Superintendent of its choices. The committee shall review Article 30 Extra Duty Salary Schedule and make recommendations to the Superintendent and the Association for future negotiations.

Article 31 - School (Site) Councils

The District has established School Improvement and Professional Development Programs/ 21st Century School Councils as provided under ORS 329.704 as follows:

- 31.1** 329.704 Local 21st Century School Councils; duties; compensation; selection; district site committees.
- a. Nothing in this section shall interfere with the duties, responsibilities and rights of duly elected -school district boards. There shall be established at each school a 21st Century Schools Council. The duties of a 21st Century Schools Council shall include but not be limited to:
 - i. The development of plans to improve the professional growth of the school's staff;
 - ii. The improvement of the school's instructional program;
 - iii. The development and coordination of plans for the implementation of programs under this chapter at the school;
 - iv. The administration of grants-in-aid for the professional development of employees and classified district employees; and
 - v. Advising the school district board in the development of a plan for school safety and student discipline under section 5, chapter 618, Oregon Laws 2001.
 - b. A 21st Century Schools Council shall be composed of employees, parents, classified employees and principal's or the principal's designee, as follows:
 - i. Not more than half of the members shall be employees;
 - ii. Not more than half of the members shall be parents of students attending that school;
 - iii. At least one member shall be a classified employee; and
 - iv. One member shall be the principal of the building or the principal's designee.
 - c. In addition, other members may be selected, as the school shall designate, including but not limited to local school committee members, business leaders, students and members of the community at large.
 - d. Members of a 21st Century Schools Council shall be selected as follows:
 - i. Employees shall be licensed employees elected by licensed employees at the school site;
 - ii. Classified employees shall be elected by classified employees at the school site;
 - iii. Parents shall be elected by parents of students attending the school; and
 - iv. The council shall select other representatives.
 - e. If a school district board determines that a school site is unable to fulfill the requirements of this section or if the needs of a school site require a different composition, the school district board shall establish the 21st Century Schools Council in a manner that best meets the educational needs of the district.
 - f. All 21st Century Schools Council meetings shall be subject to the open meetings law pursuant to ORS 192.610 to 192.690.
 - g. A school district may establish a district site committee to assist in grants or in the district-wide coordination of programs. [1995 c.660 Article 39 (enacted in lieu of 329.705); 2001 c.618 Article 7.]
- 31.2** Any significant program or operational building change as recommended by the principal and Association president will have majority support of licensed employees in that building before proceeding with the Site Council recommended change.

Article 32 - Sick Leave Bank

- 32.1** The District and the Association agree that there are times when an employee may need additional sick leave days should a serious health care condition cause an employee to exhaust their accumulated sick leave days and personal leave days. A serious health condition is defined as an extraordinary life-threatening severe illness, injury, or impairment which has caused or is likely to cause the employee to take leave without pay or terminate their employment.
- 32.2** The District and the Association further agree that employees may apply for the use of up to forty (40) additional sick leave days during a school year under the following conditions:
- a. The employee must have used all their accumulated sick leave.
 - b. The employee must not be eligible for lost time compensation under Workers' Compensation.
 - c. The employee has been absent for five (5) consecutive days or demonstrated a continuing pattern of absence because of a serious health condition.
 - d. The employee must complete an application form and submit it to the Superintendent or Designee.
 - e. The employee must present a physician's statement of illness and other documentation as required.
 - f. The serious health condition(s) must pertain to the employee, their parents, their children, spouse/significant other, or any individual for whom the employee functions as a legal guardian.
- 32.3** It is agreed that the completed application, physical statement and any other documentation will be reviewed by a committee composed of four (4) members serving annual terms: two (2) appointed by the Association and two (2) appointed by the District.
- 32.4 Sick Leave Bank Committee**
- a. The committee will determine whether a sick leave bank for the individual should be established.
 - b. Three (3) of the four (4) members of the committee must be in agreement in order to establish a sick leave bank for an individual member.
 - c. In the event that the committee cannot agree, a sick leave bank shall not be established. If a sick leave bank is not established, the action of the committee shall not be grievable or subject to appeal.
- 32.5** If a sick leave bank is established for the applicant, a letter will be sent to the applicant and Association President from the Superintendent or Designee within two (2) working days confirming this with conditions as follows:
- a. It does not establish a precedent.
 - b. It is limited in scope to North Marion School District employees who voluntarily donate sick leave hours using the form provided.
 - c. Each employee may donate up to sixteen (16) hours with a four (4) hour minimum.

- d. Donated hours cannot be reclaimed by the donor at any time. These hours become part of the receiving employee's sick leave and if not used are carried over to the next year. However, donated hours will not be counted against the employee's attendance record.
- e. Notice will include maximum number of days approved by the Sick Leave Bank Committee. Not more than forty (40) donated days will be used by the member in one (1) school year.

Article 33 - On-Line Education

33.1 It is mutually recognized that “online learning” technologies and programs can offer expanded educational opportunities to the District’s students, as well as a shared desire to facilitate the realization of such opportunities. Therefore, the District and the Association agree as follows:

The District retains the right to offer courses through “online learning.” The online learning class, known as the “Opportunity Center” will be run by a highly qualified secondary teacher, this position must be opened internally on a yearly basis. If no highly qualified secondary teacher can be found for the position it can be filled by a qualified classified staff member.

Specific “online learning” classes to be offered shall be recommended by a committee consisting of a building administrator, a counselor, the staff member overseeing the Opportunity Center and at least two (2) “Teachers of Record” (TOR’s) selected by the Association.

This same committee consisting of a building administrator, a counselor, the staff member overseeing the Opportunity Center and at least two (2) TOR’s selected by the Association shall review all courses to determine their level of classification using a rubric (approved by the Director of Teaching and Learning) for payment purposes based on a form filled out by the TOR at the end of February. The courses and their classifications will be sent to the Association President. If the TOR disagrees with the decision made by the committee, they can appeal the decision back to the committee by early April.

Assignment of online students will be offered first to the teacher who is currently teaching the course. Then it will be available to other teachers within the department. Then it will be available to other licensed staff.

A person holding a valid Oregon teaching license will provide the instruction of all “online learning” classes. If a non-licensed employee provides the on-site direct supervision, said employee shall not perform any duties normally reserved for licensed personnel, as per TSPC guidelines.

The TOR will be responsible for customizing their course(s) so they are aligned to the North Marion School and Oregon State Standards (if applicable). The TOR may put in for up to eight (8) curriculum hours (per course) to do this alignment. More hours may be granted with Administrative approval.

During the term of the agreement, no employee will be terminated, nor shall the total hours of positions be reduced because of the District’s utilization of “online learning”.

The District and the Association agree to a pay rate for licensed bargaining unit members who serve as “Teachers of Record” (TOR). The rate of pay will be \$89.60 per student enrolled in highly customized classes, \$56 per student enrolled in moderately customized classes, and \$39.20 per student enrolled in minimally or non- customized classes. Teachers shall be paid at the end of the school year for each course started by a student where they complete at least one unit in the course unless they “drop” the course within the first two weeks of enrollment. Teachers will be sent a summary at the end of each trimester showing a list of students all students who were enrolled and completion status for payment records.

The pay rate shall be increased by the same percent as any negotiated increase in base salary.

Prior to a student being placed in a course(s) in the Opportunity Center, the classroom teacher who normally teaches that course will be consulted as to whether the placement is in the best interest of the student. If there is a disagreement between the parties, a conference will be held involving the counselor, student, teacher, and parent or guardian of the student to make a final determination regarding the placement. If the parties do not come to a resolution, then the building administrator will make the final decision.

Article 34 - Emergency Education Plan

34.1 This section of the article is for an unexpected change from working in person to Building-Wide Emergency Education Distance Learning Plan.

The language in the current contract between the District and Association referencing “on-site”, shall apply to “working from home” for any employee who is working from home.

Nothing in this section shall be considered a waiver of the UNME’s right to bargain mandatory subjects of bargaining or their impacts.

Building Plans

All final plans will be provided to UNME for feedback prior to a final decision being made by the Superintendent or their designee and being put in the staff handbook.

The building-specific plans including schedules will be put in the staff handbook and shared with staff during the In-Service week in September.

Emergency Education Learning Transition Days

During Emergency Education Distance Learning there be a two-day transition period to plan and prepare. A transition of up to two (2) days, no less than one (1) day will be allotted before returning to in-person. During that time, educators will provide asynchronous learning opportunities for students. At least half of any transition period shall be member-directed time.

Emergency Education Learning Workload

In order to provide for educator retention and success, the workload under Emergency Education Distance Learning shall include the following:

Staff may work remotely if needed during an Emergency Education Learning. In situations where working remotely is less than optimal, staff will work with building administrators to develop a workable solution based on the circumstances of the situation. If the parties are unable to agree upon a solution the Superintendent will make the final decision.

No educator shall be required to work in classrooms/offices during Emergency Education Learning if they have no in-person students.

The District will provide curriculum, supplemental resources, and additional educational tools (e.g. document camera, webcam, virtual phone number, etc.) for professional educators, including the needs of counselors, elective teachers and other specialists.

Educators may check out currently available technology for use at their personal residence.

The regular workday shall consist of eight (8) hours, which includes an uninterrupted preparation period, and a thirty (30) minute duty-free lunch.

Preparation time will be provided according to the terms of the parties currently collective bargaining agreement (Article 10).

Professional educators shall have a minimum of five (5) hours per week of teacher-directed professional time, including uninterrupted preparation periods, to perform the tasks necessary to make Emergency Education Learning possible for students in the school year.

Professional educators shall not be required to track their time by writing out an hourly account of activities worked during Emergency Education Learning.

Emergency Education Learning - Meetings

Professional educators will make their best effort to attend any emergency meetings or IEP/504 meetings that are scheduled with less than 24 hours' notice.

All staff meetings will be virtual and be recorded. Recordings do not include emergency meetings or IEP/504 meetings, any department, team, or teacher-led meetings.

If a meeting is called with less than 24-hour notice, a professional educator will not be disciplined for not attending.

The professional educator will inform their building supervisor if they cannot attend a meeting

If there is morning PLT time, it will be teacher-directed time and will be flexibly used by professional educators for:

- g. The creation of digital lessons and activities
- h. The assessment of student performance
- i. Providing actionable feedback to students
- j. Gathering, entering, and tracking data; reading and responding to internal emails
- k. Communication/outreach to students and families
- l. Collaborating with teams and/or departments

* The above list is not comprehensive but is representative of the regular duties that professional educators must complete.

Emergency Education Learning – Performance

Professional educators are not responsible for student misuse of technology or “virtual” misconduct (behaviors during Google meetings, on chat boards, during peer-to-peer learning, etc.). However, teachers will manage inappropriate classroom behavior in accordance with District policy and procedures.

As a professional courtesy, administrators shall provide notice before joining a class during Emergency Education Distance Learning.

The District will respect the privacy of educators' homes.

Terms of Agreement

This Agreement, effective upon ratification, shall be binding upon the Board, the Association and their members and shall remain in full force and effect through June 30, 2024.

Retroactive pay shall not be on hourly wages such as: class coverage, curriculum work, supervision and tutoring. The hourly wages for such work as listed above will be paid at the new rate upon ratification of this Agreement.

The District and Association agree to begin successor negotiations by April 15, 2024 and exchange full and complete initial proposals by May 1, 2024.

This Agreement shall automatically be renewed from year to year, shall be binding for additional periods of one year unless either the Board or the United North Marion Educators gives written notice to the other not later than January 15th 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.

Executed this 8th day of November 2022, Oregon, by the undersigned officers by the authority of and on behalf of the North Marion Board of Directors and the United North Marion Educators.

For the District:



Glenn Holum, Board Chair

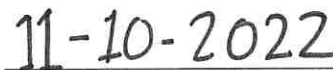


Date

For the Association:



Jana Giles, Association Representative



Date

NMSD	Licensed Salary Index				starts 2021/22	
2 steps added on 1st 2 columns, 1 step added on last 4 columns, \$4000 long added to step 16						
Step	Bach	B+24	B+45	MA B+60	M+24 B+84	M+45 B+105
0	1	1.04	1.085	1.135	1.19	1.25
1	1.04	1.08	1.125	1.175	1.23	1.29
2	1.08	1.12	1.165	1.215	1.27	1.33
3	1.12	1.16	1.205	1.255	1.31	1.37
4	1.16	1.2	1.245	1.295	1.35	1.41
5	1.2	1.24	1.285	1.335	1.39	1.45
6	1.24	1.28	1.325	1.375	1.43	1.49
7	1.28	1.32	1.365	1.415	1.47	1.53
8	1.32	1.36	1.405	1.455	1.51	1.57
9	1.36	1.4	1.445	1.495	1.55	1.61
10	1.4	1.44	1.485	1.535	1.59	1.65
11	***	1.48	1.525	1.575	1.63	1.69
12	***	***	1.565	1.615	1.67	1.73
13		***	1.605	1.655	1.71	1.77
14			1.645	1.695	1.75	1.81
15			1.685	1.735	1.79	1.85
* 16			1.725	1.775	1.83	1.89
**			1.83154	1.188154	1.93654	1.99654
* index for 21/22 plus \$4000 adjusted by COLA						
** index for 22/23 and beyond						
*** these steps do not follow the index, add 4% to prior step						
new steps starting in 2021/22						

NORTH MARION SCHOOL DISTRICT #15						
107.5%	LICENSED SALARY SCHEDUL 2021-22			COLA	7.50%	
EXP	BACH	B + 24	B + 45	MASTERS B + 60	M + 24 B + 84	M + 45 B + 105
0	40,358	41,972	43,788	45,806	48,026	50,447
1	41,972	43,586	45,402	47,420	49,640	52,061
2	43,586	45,201	47,017	49,035	51,254	53,676
3	45,201	46,815	48,631	50,649	52,869	55,290
4	46,815	48,429	50,245	52,263	54,483	56,904
5	48,429	50,043	51,860	53,877	56,097	58,519
6	50,043	51,658	53,474	55,492	57,711	60,133
7	51,658	53,272	55,088	57,106	59,326	61,747
8	53,272	54,886	56,702	58,720	60,940	63,362
9	54,886	56,501	58,317	60,335	62,554	64,976
10	56,501	58,115	59,931	61,949	64,169	66,590
11	58,761	59,729	61,545	63,563	65,783	68,204
12	61,111	62,118	63,160	65,178	67,397	69,819
13		64,603	64,774	66,792	69,012	71,433
14			66,388	68,406	70,626	73,047
15			68,003	70,021	72,240	74,662
16			73,917	75,935	78,154	80,576

2021/22 COLA 7.50%

added two steps at 4% over prior step for first two columns

No longevity, but add step 16 to other columns + 4000 with COLA

NORTH MARION SCHOOL DISTRICT #15						
104.5%	LICENSED SALARY SCHEDUL 2022-23			COLA	4.50%	
EXP	BACH	B + 24	B + 45	MASTERS B + 60	M + 24 B + 84	M + 45 B + 105
0	42,174	43,861	45,759	47,868	50,187	52,718
1	43,861	45,548	47,446	49,555	51,874	54,405
2	45,548	47,235	49,133	51,242	53,561	56,092
3	47,235	48,922	50,820	52,929	55,248	57,779
4	48,922	50,609	52,507	54,615	56,935	59,465
5	50,609	52,296	54,194	56,302	58,622	61,152
6	52,296	53,983	55,881	57,989	60,309	62,839
7	53,983	55,670	57,568	59,676	61,996	64,526
8	55,670	57,357	59,255	61,363	63,683	66,213
9	57,357	59,044	60,942	63,050	65,370	67,900
10	59,044	60,731	62,629	64,737	67,057	69,587
11	61,406	62,418	64,316	66,424	68,744	71,274
12	63,862	64,914	66,002	68,111	70,431	72,961
13		67,511	67,689	69,798	72,118	74,648
14			69,376	71,485	73,805	76,335
15			71,063	73,172	75,492	78,022
16			77,244	79,352	81,672	84,202

NORTH MARION SCHOOL DISTRICT #15						
104.5%	LICENSED SALARY SCHEDULE 2023-24				COLA	4.50%
EXP	BACH	B + 24	B + 45	MASTERS B + 60	M + 24 B + 84	M + 45 B + 105
0	44,072	45,835	47,818	50,022	52,445	55,090
1	45,835	47,598	49,581	51,784	54,208	56,853
2	47,598	49,360	51,344	53,547	55,971	58,616
3	49,360	51,123	53,107	55,310	57,734	60,378
4	51,123	52,886	54,869	57,073	59,497	62,141
5	52,886	54,649	56,632	58,836	61,260	63,904
6	54,649	56,412	58,395	60,599	63,023	65,667
7	56,412	58,175	60,158	62,362	64,786	67,430
8	58,175	59,938	61,921	64,125	66,548	69,193
9	59,938	61,701	63,684	65,887	68,311	70,956
10	61,701	63,463	65,447	67,650	70,074	72,719
11	64,169	65,226	67,210	69,413	71,837	74,481
12	66,735	67,835	68,972	71,176	73,600	76,244
13		70,549	70,735	72,939	75,363	78,007
14			72,498	74,702	77,126	79,770
15			74,261	78,227	78,889	81,533
16			80,719	82,923	85,347	87,991

Coaching		Extra-Duty Salary Schedule		2022/2023	
Tier 1 (T1)	\$ 6,119	Increase is 2 years combined - 2021/22 and 2022/23 (12%)			
Tier 2 (T2)	\$ 5,181	Longevity: Head Coaches who have been coaching for three (3)			
Tier 3 (T3)	\$ 4,374	consecutive years in the same sport at North Marion will receive			
Tier 4 (T4)	\$ 2,743	an additional 10% of their stipend starting in the fourth year.			

High School Positions		High School Positions		Middle School Positions	
HS-T3	Baseball, Asst.	HS-T4	Golf, Asst	MS-T4	Basketball, 7th & 8th
HS-T1	Baseball, Head	HS-T2	Golf, Head	MS-T4	Football
HS-T3	Basketball, Asst.	HS-T3	Soccer, Asst. (B & G)	MS-T4	Soccer, Boys
HS-T1	Basketball, Head	HS-T1	Soccer, Head (B & G)	MS-T4	Soccer, Girls
HS-T3	Cheer, Asst. (Fall & Winter)	HS-T3	Softball, Asst.	MS-T4	Track
HS-T1	Cheer, Head (Fall & Winter)	HS-T1	Softball, Head	MS-T4	Volleyball
HS-T2	Cross Country	HS-T3	Swimming, Asst.	MS-T4	Wrestling
HS-T3	Football, Asst.	HS-T1	Swimming, Head		
HS-T1	Football, Head	HS-T4	Tennis, Asst.		
HS-T3	Volleyball, Asst.	HS-T2	Tennis, Head (B & G)		
HS-T1	Volleyball, Head	HS-T3	Track, Asst.		
HS-T3	Wrestling, Asst.	HS-T1	Track, Head		
HS-T1	Wrestling, Head	HS-T3	Equestrian		

Clubs/Activities					
Tier 1 (T1)	\$ 5,742	Tier 3 (T3)	\$ 2,574	Tier 5 (T5)	\$ 1,198
Tier 2 (T2)	\$ 4,104	Tier 4 (T4)	\$ 1,798	Tier 6 (T6)	\$ 685

High School Positions		High School Positions		Middle School Positions	
HS-T1	Activity Director	HS-T3	May Day	MS-T4	Band Director
HS-T2	Choral Director	HS-T5	Music for Drama	MS-T4	Choral Director
HS-T6	Class Advisor (Frosh & Soph)	HS-T4	Natl Art Honor Society	MS-T4	Club Advisor *
HS-T3	Class Advisor (Junior)	HS-T4	Natl Honor Society	MS-T5	OBOB Coord 6-8
HS-T4	Class Advisor (Senior)	HS-T3	Newspaper/Publication	MS-T6	Outdoor Schl Chaperone
HS-T3	College/Career Fair Coord (may fall under FTE duty)	HS-T4	OSSOM	MS-T4	Outdoor Schl Coord
HS-T3	Concessions Coord	HS-T6	Outdoor Schl Counselor Coord (Yearlong)	MS-T4	Student Council Advsr
HS-T5	Drama Club Advisor	HS-T2	Pep Band Director	MS-T4	Student Mentor (WEB leader)
HS-T4	Drama (per production, up to 3)	HS-T3	Robotics	Other	
HS-T3	FBLA	HS-T4	Speech	PS-T5	Music Program K-2
HS-T2	FFA	HS-T3	Skills USA	IS-T5	Music Program 3-5
HS-T4	Freshman Academy Teacher (X3)	HS-T5	Stage Manager (per productn)	IS-T4	OBOB Coord 3-5
HS-T2	Jazz Band Competition	HS-T4	United Eagles (MECHA)	IS/MS/HS T4	TAG Coordinator
HS-T4	Key Club	HS-T5	Weight Rm Sprvsr (per Tri)	All-T3	Instructional Leader
HS-T4	Link Crew	HS-T2	Yearbook	41.84	Class Coverage per hour
35.84	Instructional Staff Development			2,808	Specialists Stipends
22.69	Supervision & Activity Helper	41.84	Tutoring	41.84	Curriculum per hour

* For clubs that have regional, state or national affiliations

**Memorandum
Of
Understanding**

The parties agree that class size has been a significant discussion during negotiations. In an effort to look at class size and workload throughout the District the parties agree to gather data based on the following chart:

a. Elementary (K-5)

Position	Teaching Load Threshold
K	20
1-2	22
3-5 (and self-contained 6th grade)	24
Elementary Specialists including Librarians/Media specialists, PE, Music & Tech	30

b. Middle School / High School Grades (6-12)

Position Teaching Load	Teaching Load Threshold
MS Teachers	25 per class period
MS Band/Choir Teachers	Any band and/or choir teacher who receives an extra duty stipend related to the content area of the class being taught shall not be assigned more than sixty (60) students per class, and no more than three hundred and sixty (360) students per term, unless authorized by the instructor.
HS Teachers	25 per class taught
HS Band/Choir Teachers	Any band and/or choir teacher who receives an extra duty stipend related to the content area of the class being taught shall not be assigned more than sixty (60) students per class, and no more than three hundred and

	sixty (360) students per term, unless authorized by the instructor.
Secondary PE	30

c. Overload Pay for Special Education Teachers and Specialists

Position Teaching Load / Caseload	Threshold for Overload Pay
Special Education Teachers Foundations (All)	8 students
Special Education Teachers Learning Specialists (Elementary)	35 students
Special Education Teachers Learning Specialists (Middle School)	35 students
Special Education Teachers Learning Specialists (High School)	35 students
English Language Development	35 Active ELD students and 45 ELD Monitored students
Behavior Specialists	35 students
Counselors	300 students
School Psychologists	500 students

Prior to the expiration of the 2023-24 contract year a summary will be developed reporting the data gathered over the 2022-23 and 2023-24 school years.

This memorandum of understanding expires on June 30, 2024

For The District:

X *Glenn Doh*

Date: *11/14/22*

For The Association:

X *[Signature]*

Date: *11-10-2022*