



Collective Bargaining Agreement


between

BAKER SCHOOL DISTRICT #5J

and

BAKER EDUCATION ASSOCIATION

July 1, 2016 – June 30, 2019



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ARTICLE I RECOGNITION

- A. This Agreement is entered into between the Board of Education on behalf of Baker School District 5J, Baker County, Baker City, Oregon, herein referred to as the "District" and the Baker Education Association, herein referred to as the "Association."
- B. The intent of this Agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours, and conditions of employment for licensed personnel included in the bargaining unit.
- C. This Agreement supersedes any previous agreement. This Agreement, together with all the terms, conditions and effects thereof, shall be effective and expire on the dates indicated in Article XXV:
DURATION AND SIGNATURES.
- D. The Board recognizes the Association as the exclusive bargaining representative on wages, hours and conditions of employment for all full-time and part-time (½ time or more) licensed teaching personnel employed by the District. Substitute teachers and temporary teachers employed for less than sixty (60) continuous calendar days are specifically excluded from the bargaining unit. Such representation shall exclude those employees excluded by state law. The purpose of this Article is to recognize the right of the bargaining unit in negotiations with the Board.
- E. There shall be two signed copies of the final Agreement for the purpose of records. One shall be retained by the District and one by the Association. The District agrees to print sufficient copies of this Agreement for all employees covered by this Agreement.
- F. NEGOTIATION PROCEDURES
 - 1. Procedures for negotiations, within the guidelines provided by law, will be determined at the initial meeting or meetings before actual negotiations begin.
 - 2. Any agreement so negotiated and subsequently ratified by both parties will be reduced to writing and signed by both the chairperson of the Board and the president of the Association and a signed copy provided to each party.
 - 3. No change, revision or modification of this Agreement, in whole or in part, shall be valid unless it is reduced to writing and ratified by the Board and the Association.

ARTICLE II GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A **grievance** is a claim by an employee based upon the interpretation, application or violation of the specific provisions of this Agreement.
2. A **grievant** is the person or persons and/or the Association making the claim.
3. A **party in interest** is the person or persons making the claim, and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. A **day** means days on which the District office is open.
5. To qualify as a grievance under this Contract, a Level One procedure must be started within twenty (20) days of the date of the alleged contract violation.

B. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept informal and confidential (need to know) as may be appropriate at any level of the procedure.
2. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given an opportunity to be present at such adjustment and to state its views.

C. PROCEDURE

1. Level One - Principal or Immediate Supervisor

A grievant shall first discuss it with his/her principal or immediate supervisor, either directly and/or through the Association's designated representatives, with the objective of resolving the matter informally. The Association shall notify the principal/supervisor if an Association representative will be present.

2. Level Two - Superintendent

- a) If the grievant is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within ten (10) days after the presentation of the grievance at Level One, the grievant may file the grievance in writing to the superintendent. The grievance must be filed with the superintendent within ten (10) days after the decision at Level One or twenty (20) days after the grievance was presented, whichever is sooner.
- b) Within ten (10) days after receipt of the written grievance by the superintendent, the superintendent will hold a Level Two grievance conference.

3. Level Three - School Board

- a) If the grievant is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) days after the Level Two conference, the grievant may file the grievance in writing to the School Board. The grievance must be filed with the School Board within ten (10) days after the decision at Level Two or twenty (20) days after the Level Two conference, whichever is sooner.
- b) Within ten (10) days after receipt of the written grievance by the School Board, the School Board will schedule a Level Three grievance conference.

4. Level Four - Arbitration

- a) If the grievant is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within ten (10) days after the Level Three conference, the Association may submit the grievance to arbitration. The arbitration will be conducted in accordance with the Voluntary Labor Arbitration "Rules of the American Arbitration Association" in effect at the time (hereinafter referred to as the "AAA rules").
- b) Within ten (10) days after such written notice of submission to arbitration, the superintendent and the Association will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the 10-day period, a request for a list of arbitrators may be made to the Employment Relations Board by either party. The parties will then select an arbitrator by using an alternate striking procedure.
- c) The arbitrator so selected will confer with the representatives of the superintendent and the Association and hold hearings promptly and will issue the decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs are submitted. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties.
- d) The arbitrator shall only have the authority to hear a grievance filed and processed in full compliance with the procedure outlined herein and shall not be empowered to add to, expand or detract from the specific and expressed terms of this Agreement.
- e) The costs for the services of the arbitrator, including per diem expenses, if any, and travel and subsistence expenses and the cost of any hearing room, will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

D. RIGHTS OF EMPLOYEES TO REPRESENTATION

1. An Employee and Association

A grievant may be represented at all stages of the grievance procedure by him/her or, at his/her option, by representatives selected or approved by the Association. The Association shall have the right to be present and to state its view at all stages of the grievance procedure.

2. Reprisals

No reprisal of any kind shall be taken by the Board, the Association, its members, and the grievant or by any member of the administration, against any party in interest, any

representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. MISCELLANEOUS

1. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the superintendent directly, and the processing of such grievance shall be commenced at Level Two.

2. Written Decisions

All decisions of the grievance procedure subsequent to Level One shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.

3. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

4. Meetings

All meetings and hearings under this procedure will be in closed session, but the board level hearing must be opened if requested by the grievant. If closed, only parties in interest and their designated or selected representatives will be included.

**ARTICLE III
COMPLAINT PROCEDURE**

- A. If a complaint is made against a teacher to the administration by a member of the public, the administration will first attempt to resolve the complaint at an informal level. If the complaint remains unresolved, said complaint shall be processed as follows:
1. If the administration intends to make a record in the evaluation report of a complaint received concerning the teacher; or
 2. If the administration intends to place a record of such complaint in the teacher's personnel file; or
 3. If, in the administrator's judgment, such complaint is sufficiently relevant to the teacher's performance as to indicate the desirability of a conference, then:

The complaint shall be reduced to writing and a conference shall be held with the teacher within ten (10) working days after the written complaint is made to the administration. At the conference, the teacher will have a right to be represented and will be given a copy of the complaint in writing and said complaint shall include all available information, including the name of the person(s) making the complaint, the nature of the complaint and requested remedy, if any.

- B. If the teacher believes it necessary, he/she shall have the right to meet with the complainant. The teacher will have the right to attach rebuttals or explanations to any written documents placed in the personnel file.
- C. Only complaints which are signed by complainant(s) and which the District determines are valid shall be placed in a teacher's personnel file. In the case of a student complaint, a parent, guardian, or the student shall sign the complaint.
- D. Complaints brought directly to the Board or an individual board member will be referred in accordance with District policy KL – Public Complaint.

**ARTICLE IV
LAYOFF AND RECALL**

A. LAYOFF

If the Board determines a layoff, in accordance with ORS 342.934, is necessary, the District agrees that such reduction shall be made in accordance with the following procedure:

1. Whenever the District determines that a layoff is necessary, it will notify the Association. Except in the case of an emergency, notice will be given to the affected employees as soon as is practicable.
2. In conducting a layoff under this Article, the District will first determine the program(s) or area(s) scheduled for layoff or elimination.
 - a) After such determination, the District will make every effort to transfer employees in such program(s) or area(s) to other vacant positions for which they are properly licensed.
 - b) The District will make every reasonable effort to combine positions in a manner, which allows employees to remain licensed so long as the combined positions meet the needs of the District.
3. In the event that a layoff is necessary, the employees to be retained shall be determined by means of the following criteria:
 - a) A determination that the teachers to be retained hold the proper license to fill the remaining position(s); and
 - b) The District may retain a teacher with less seniority if the District determines that the teacher being retained has more competence than the teacher being released except that no permanent teacher will be laid off if licensed to teach a course being taught by a probationary teacher.
 - c) Competence shall be defined as the ability to teach a subject or grade level defined as elementary (k-6), middle (7-8), or high school (9-12) based on recent teaching experience related to subject or grade level within the last five years. Consistent with this definition of competence, however, so long as an employee is already licensed in a given area, subject, or endorsement area at the time that a layoff is declared, the District shall consider the willingness of the employee to pursue additional training and educational preparation equivalent to nine (9) credit hours in making a competence determination. The nine (9) credit hours are subject to mutual agreement. For purposes of this section, Title I, Special Education, and Elementary Specialists (Music, PE, Counseling, Child Development) shall be grouped with the grade level that the particular employee has been teaching.
4. Seniority shall be defined as the employee's total length of continuous service in the District beginning with the first day of actual service after the most recent date of hire. Seniority will be computed and accrue from the employee's first contract day in a bargaining unit position, and shall continue to accrue during paid leaves. Seniority shall not accrue during unpaid leaves of absence, except as required by law, but authorized unpaid leaves of absence shall not be considered to "break" continuity of employment. In case two or more employees have the same seniority with the District, the tie will be resolved by drawing lots.

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

B. RECALL PROCEDURE

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

1. Employees will be recalled in reverse order of layoff utilizing the criteria set forth in Section A.3 above.
2. 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 employee who has expressed a desire to return to the District of the recall by certified mail, return receipt, 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. The employee must thereafter report on the starting date specified by the District providing that this will not be less than fourteen (14) calendar days, or in the case of a teacher employed by an Oregon district, sixty (60) calendar days, from the date the notice of recall was received, or lose all recall rights. If an employee refuses a recall to a position of equal or greater hours, he/she shall lose all recall rights.
3. All benefits to which an employee was entitled at the time of reduction will be restored to the employee upon the employee's return to active employment. The employee will be placed on the proper step of the Salary Schedule for the employee's current position according to the employee's experience. An employee will not receive increment credit for the time spent on layoff nor will such time count toward the fulfillment of time requirements for acquiring permanent teacher status. Employee benefits do not accrue during the time of layoff.
4. Employees covered by this Article will have the option to continue insurance programs at their own expense subject to the approval of the insurance carrier.
5. Employees covered by this Article will be given consideration for substituting; such will not affect the employee recall rights.

C. APPEAL PROCEDURE

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

1. The Association shall have ten (10) days from the time the teacher received written notice of layoff to request expedited arbitration. This request shall be in writing.
2. The Association and the District shall then have ten (10) days to select an arbitrator. Failing to do so, the Association and the District shall request that ERB appoint an arbitrator who can hear the case within one (1) calendar month.
3. The decision of the arbitrator will be final and binding on all interested parties as long as the arbitrator's decision is within his/her jurisdiction. The arbitrator is authorized to reverse the layoff or recall decision made by the District only if the District:

- a) Exceeded its jurisdiction;
- b) Failed to follow the procedure applicable to the matter before it;
- c) Made a finding or order not supported by substantial evidence in the whole record (including its determination of merit and competence); or
- d) Improperly construed the applicable law.

**ARTICLE V
DISTRICT RIGHTS**

- A. The District, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and invested in it by the laws and the Constitution of the state of Oregon. Such powers, rights, authority, duties and responsibilities shall include but are not limited to:
1. The executive management and administrative control of the school system and its properties and facilities;
 2. The hiring of all employees and to determine their qualifications and the conditions for their continued employment or their dismissal, discipline, suspension, or demotion and promotion and transfer of all such employees;
 3. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein;
 4. Adopt reasonable rules and regulations;
 5. Determine the duties and qualifications of employees, including physical working conditions;
 6. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;
 7. Determine the placement of operations, production, services, maintenance or distribution of work and the source of materials and supplies;
 8. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations;
 9. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization;
 10. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices shall be limited only by the specific terms of this Agreement.

- B. Nothing in this Agreement shall restrict the District's right to contract or subcontract out bargaining unit work currently being performed by members of the bargaining unit.

ARTICLE VI EMPLOYEE RIGHTS

A. ORGANIZING

Teachers shall have the right to organize, join and assist the Association and to participate in professional negotiations with the Board through representatives of their own choosing, for the betterment of education.

B. CRITICISM

Direct criticism of an individual teacher and/or his or her instructional methodology by any supervisor, administrator or Board member shall be made with discretion. Direct criticism of an individual supervisor, teacher, administrator or Board member by any teacher shall also be made with discretion.

C. STUDENT GRADING

The teacher shall maintain the right and responsibility to determine grades of students under established grading procedures. No grade shall be changed without consulting the teacher and the teacher shall be notified of any changes made.

D. CURRICULUM AND TEXTBOOK SELECTION

The process for curriculum and textbook selection will meet standards set by the Oregon Department of Education and Board policy. Administrators and teachers who will be implementing the curriculum will have the opportunity to review instructional materials and, if needed, will form a committee to provide input and share findings to the Board. The Board will review recommendations prior to making a final decision.

E. SUBSTITUTE TEACHERS

The Board and the Association recognize that, in the event substitute teachers are employed, an effort must be made to insure the effectiveness of the educational program is not impaired. In the event of a teacher's absence, the teacher to be replaced shall be given the opportunity to recommend a prioritized list of three (3) substitutes. The list will be considered in selecting the substitute. The responsibility for selecting and locating a substitute shall rest with the appropriate supervisor.

Regular teachers may substitute for absent teachers only under emergency or special conditions. Such reassignments shall be made equitably by mutual agreement of the parties involved.

Each teacher shall be provided a list of substitutes at the beginning of the school year, no later than September 30.

F. JUST CAUSE

1. No member of the bargaining unit shall be disciplined without just cause. The parties expressly agree that this Article and the provisions contained herein shall not apply to oral reprimands; the discipline, dismissal, and non-renewal of probationary teachers or any action by the District connected thereto; and the dismissal of non-probationary teachers or any action by the District connected thereto. For the purposes of this Agreement, just cause shall be defined as follows:

a) The District, before administering the discipline, must make an objective investigation in which the employee has written notice of the charges and an opportunity to refute the

- charges. In order for discipline to be administered, the District must have substantial evidence or proof of the charge.
- b) The severity of the discipline shall be reasonably related to the seriousness of the offense and the order or rule must reasonably be related to the orderly, efficient and safe operation of the District and be administered uniformly.
 - c) The employee shall have the right to have representation of his/her choice and advance notice of all disciplinary meetings.
 - d) Employees shall be given forewarning of the probable disciplinary consequences of their conduct, except of those offenses (including theft, insubordination, and intoxication on the job) which by common knowledge may properly be expected to be disciplined.
 - e) Final decision(s) shall be rendered in writing.
2. The parties expressly agree that the assignment or reassignment, including extra-duty assignments, of bargaining unit members shall be subject to the provision contained in Section A herein.
 3. The parties expressly agree that the non-renewal of probationary teachers and any appeal thereto shall be governed by the provisions contained in ORS 342.85 through ORS 342.915.
 4. The parties expressly agree that the dismissal of a non-probationary teachers and any appeal thereto shall be governed by the provisions contained in ORS 342.85 through ORS 342.915.
 5. An employee shall be entitled to have present a representative during any meeting which might reasonably be expected to lead to discipline. In the event of a disciplinary meeting, the employee shall be given advance notice in writing.

**ARTICLE VII
NONDISCRIMINATION**

The provisions of this Agreement shall be applied equally to all members without discrimination as to age, marital status, race, color, gender, religion, national origin, disability or membership in the Association, unless based on a bona fide occupational qualification. The Association and the District shall share equally the responsibility for applying the provisions of this Agreement. Inasmuch as there are other means available to an individual to seek relief from a complaint based on any of these issues, if the individual elects to pursue the complaint through means established by statute, then the final level of appeal through the grievance procedure of this Agreement shall be with the Board, whose decision shall be final and binding.

ARTICLE VIII EVALUATION

A. GENERAL CONDITIONS

1. The purpose of teacher evaluation is improvement of instruction. Upon identifying areas in need of improvement, appropriate assistance will be provided by the supervisor.
2. A committee composed of one (1) elementary and one (1) secondary teacher appointed by the Association; a principal; and the superintendent shall function annually to improve the process of evaluation as well as to refine and improve the teacher performance evaluation form(s). The committee may be convened by any member.

B. PROCEDURES

1. All employees will be evaluated in accordance with the District's evaluation plan. Contract teachers may be evaluated annually.
2. At the beginning of the school year, a copy of the District's evaluation procedure, forms and all relevant materials (including the appropriate job descriptions and performance standards) will be provided to each new teacher. Each returning teacher will receive the documents if there are changes or if the returning teacher requests the documents.
3. All observations of the work performance of an employee will be conducted openly and with full knowledge of the teacher.
4. A pre-observation and post-observation conference will be held with the teacher. This does not apply to drop-in observations.
5. The teacher shall be provided a copy of the completed written evaluation. This evaluation shall be based on the teacher's job description, performance standards and any goals which may be established.
6. Program of Assistance for Improvement - A program of assistance may be initiated as determined necessary by the administration. The program shall be in writing and shall include, as a minimum:
 - a) Specific deficiencies;
 - b) The required improvements that must take place;
 - c) A written timeline for the program of assistance;
 - d) Discussion with the teacher before implementation and the program shall be signed by the teacher and administrator;
 - e) The teacher and administration will be allowed to have representation at the meeting when the program is discussed;
 - f) Programs of assistance for improvement will identify assessment techniques to be used to measure the success of the employee;
 - g) The results of performance observations while on the program shall be in writing.

**ARTICLE IX
PERSONNEL FILES**

- A. The official personnel files on all teachers shall be kept in a central location. Such files are confidential. Teachers will have the right, upon request within three working days, to review the contents of their personnel files and to receive a copy. However, teachers shall not have the right to view confidential letters of reference received by the District prior to the teacher being hired. A teacher will be entitled to have a representative accompany him or her during such review of the teacher's file.
- B. A teacher will have the right to indicate those documents and/or other materials in his or her file which the teacher believes to be obsolete or otherwise inappropriate for retention. Said documents will be reviewed by the superintendent or designee, and if the superintendent or designee agrees, the documents will be destroyed provided such destruction is allowed under State Law.
- C. Evaluations, non-disciplinary written directives, written disciplinary actions or complaints shall be placed in the file only if they have been previously shown to the teacher. Only materials which have been previously placed in the personnel file shall be used by the District in any disciplinary action.
- D. The teacher will have the right to attach a written statement to any written material placed in the teacher's personnel file.
- E. Access to a teacher's personnel file by other than the teacher is restricted to the following persons: Superintendent of Schools or designee, Administrators, and the Personnel Secretary. No other person will be allowed access to personnel files. The District may provide specific teacher economic information from the personnel files to the District's auditor and/or designee for the purpose of audit.

ARTICLE X
ASSIGNMENTS, TRANSFERS, SELECTIVE ENROLLMENT COURSES, JOB SHARING

NOTICE OF ASSIGNMENT

It is the intent of the District to notify certified personnel of all positions which become available within the District. The superintendent will give notice of assignments to teachers as soon as practical.

A. **TEACHER-INITIATED TRANSFERS:** Any transfer that is the result of a request by a teacher to change assignment.

1. Before advertising outside the district for any teaching position in the District, the superintendent shall notify existing staff members of each vacancy and inform them of the procedure to follow if they wish to be considered an applicant for the position. Notification during the school year shall be by posting in all schools. A copy of the vacancies shall also be placed in the District office and a copy sent to the president of the Association. If a teacher wishes to be informed of vacancies in the summer months, he or she will leave his or her name and summer address with the District office.
2. Teachers who desire a change in teaching assignment or wish to be considered for summer employment may file a written request with the superintendent and that request shall be considered. If a teacher wishes to make application for a specific position, then he/she must submit a complete application and supporting materials.
3. If a teacher's request for a transfer has been denied, he or she shall receive, upon request, a written explanation of the reason(s) therefore from the superintendent or building principal.
4. Additional preparation time may be justified in transfers of a substantive nature. Additional time may be granted in the form of paid release time or extended contract time.
5. All teachers who request a transfer to a specific position shall receive an interview for that position. District teaching experience shall be considered in the decision of whether to grant a transfer request.
6. Seniority shall be one of the criteria considered in teacher-initiated transfers.

B. **ADMINISTRATIVE TRANSFERS:** Transfers that is District-initiated.

1. The quality of the instructional program or District financial constraints may be considered when making administrative transfers.
2. In the event that a change in class, subject or building assignment is proposed, the affected teacher will be given a full explanation of the circumstances requiring the proposed change promptly in writing. Any room assignment change will be discussed with the teacher.
3. Administrative transfers of a substantive nature (as determined by the administrator) may justify additional preparation time for the teacher. Additional time may be granted in the form of paid release time or extended contract time.
4. Transferred teachers will be given assistance with the transfer of material/equipment between work sites.

5. Seniority shall be one of the criteria considered in conducting administrative transfers.

C. SELECTIVE ENROLLMENT COURSES

1. When the District participates in a program or course with limited or selective enrollment, the course shall be advertised in the District.
2. An employee may submit an application for the course.
3. Participants shall be first selected from those who submit applications. Others may be enrolled on a "space available" basis.

D. JOB SHARING

1. Definition: Job sharing shall refer to two (2) unit members sharing one (1) full-time position.
2. Purpose: The District recognizes that job sharing may be beneficial to the students of the District. Job sharing will only be considered when mutually agreeable to the unit member(s) and the building administrator(s) involved.
3. Application: Job sharing positions shall be available to unit members who have expressed interest in writing to the superintendent prior to May 1. As job sharing positions for the subsequent school year become available, the interested unit members (who are certified for each position) will be notified by the superintendent. The unit member will then have five (5) days to confirm his/her interest in each particular opening. If there are more applications for shared jobs than there are openings, selection shall be based on seniority and certification. The superintendent will have authority to grant approval and transmit the decision to the unit members involved.
4. Responsibilities: Responsibilities for an assignment by two (2) job sharers will be developed cooperatively by the job sharers and the building principal and approved by the superintendent.
5. Compensation and Salary Placement: Unit members who job share shall have compensation prorated based upon their individual F.T.E.s. The salary placement and advancement for each job sharer will be the same as he/she would be entitled to if employed on a full-time basis.
6. Benefits: All job sharers shall be considered as bargaining unit members. The insurance benefits shall have one FTE of benefits divided equally among the two (2) job sharers unless the job sharers mutually agree otherwise.
7. Return to Full-Time Position: If the District determines the job share position is to be eliminated or returned to a full-time position, the employee initially holding the position shall be offered the full-time position. If both employees initially held a full-time position in that grade level or department, the position shall go to the more senior employee. If they have equal seniority, the tie will be broken by drawing of lots. The employee not returned to the full-time position shall be considered laid off, if unable to transfer, and the provisions in Article IV-Lay Off shall apply.

If the employee(s) determine that he/she/they no longer wish to continue in a job share position, the employee initially holding the position prior to the job share shall be offered the full-time position. If both employees initially held a full-time position in that grade level, the position shall go to the more senior employee. If they have equal seniority, the tie will be broken by drawing of lots. If the employee entitled to the position does not want the position, it

will then be offered to the other employee. The employee not receiving the position shall be considered of lay-off status if unable to transfer to another position. If both employees agree, they may continue in the job share position, with administrator approval, until one is able to transfer to another position.

This language does not guarantee job share employees any additional rights under Lay-Off provisions and the Assignments, Transfers, Selective Employment Courses, or Job Sharing provision.

8. Length of Job Sharing: Employees wishing to discontinue the job share position for the next school year shall notify the District in writing by March 15, with the approval of the administrators and teachers involved.
9. Contingency: If, for some reason (e.g., illness, accident or resignation), one member of a job-sharing team is unable to complete the year or will be absent for a prolonged time, the other member of the team will be given the option of returning to a full-time position without jeopardizing future job-sharing continuation for the following year.
10. Appeal: Any administrative decision relating to the above job-sharing conditions may be appealed to the Personnel Director.

**ARTICLE XI
ASSOCIATION RIGHTS AND PRIVILEGES**

A. USE OF SCHOOL BUILDINGS AND BULLETIN BOARDS

The Association and its members shall be permitted to use school building facilities when arranged for in advance at reasonable times outside the student contact day (when classes start until students are released), provided that such use shall not interfere with normal school operations and in accordance with school building use policy. One bulletin board per building, located in the faculty room, shall be made available to the Association and its members and may be used by the administration for announcements of interest to teachers.

The permission granted in this paragraph shall be terminated upon receipt of a notice of strike from the Association.

B. MAIL FACILITIES AND MAILBOXES

School mail and mailboxes may be used for the distribution of Association communications. The Association does hereby indemnify and will defend the District against all claims, damages, legal fees and costs incurred as a result of any litigation resulting from the Association's use of inter-school mail.

C. The Association representative may request that administrators be excluded from any meeting called by the Association.

D. No teacher shall be prevented from wearing the usual and/or ordinary identification of membership in the Association either on or off school premises (e.g., buttons, lapel pins, logos).

E. Bargaining unit members have the right to engage in informal conversations which include association business during non-instructional hours.

F. INFORMATION

The Board agrees to furnish to the Association, in response to reasonable requests, information which is of a public nature (as per ORS 192.410-192.505) and/or required by law for the Association to function as bargaining representative (as per ORS 243.650-243.782).

G. USE OF SCHOOL EQUIPMENT

The Association shall be permitted to use school equipment under the following conditions:

1. The use of school equipment shall be at reasonable times during non-instructional hours.
2. Costs of materials or any user fees shall be borne by the Association.
3. The use of school equipment shall not interfere with normal school operations.

The permission granted in this paragraph shall be terminated upon receipt of a notice of strike from the Association.

H. RELEASED TIME FOR MEETINGS

Whenever any representative of the Association or any teacher is required by the District, by mutual agreement of the parties, or by ERB or an arbitrator to participate during working hours in negotiations, grievance proceedings or hearings, he/she shall suffer no loss in pay.

I. ASSOCIATION LEAVE

The District shall grant the Association and its members paid leave for Association business. Such leave must be requested at least twenty-four (24) hours in advance. The Association shall reimburse the District for the cost of a substitute, if needed. This leave shall be limited as follows:

1. No more than twelve (12) days total per year shall be granted to the Association for local Association business.
2. No more than ten (10) days per year of paid leave shall be granted to a teacher who is appointed/elected to an OEA/NEA office.
3. Commitment to participation by a BEA member in State, Regional or National Association activities which would require leave beyond days available under paragraphs 1 and 2 shall be done only after consultation with the building administrator.

**ARTICLE XII
DUES AND PAYROLL DEDUCTIONS**

- A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver personally or through the Association, to the superintendent an assignment authorizing deductions of membership dues in the United Teaching Profession (i.e., local, OEA-NEA). Such authorization shall continue in effect from year to year unless revoked in writing as hereinafter provided. Pursuant to such authorization and depending upon the payroll option chosen by the employee, the District shall deduct an equal portion of such dues from each salary check issued, beginning with the October check. To be eligible for payroll deduction for membership, the application must be received by October 15 of any year.
- B. Withdrawing the payroll deduction for such dues may be accomplished by writing a letter to the office of the Association and the office of the superintendent and delivered prior to the first (1st) day of October of any year.
- C. Teachers' payroll checks shall itemize all payroll deductions and shall include items eligible for payroll deductions, such as credit union transactions, group insurance programs from Article VIII (1), charities, annuities and other deductions approved by the District.
- D. The District shall deduct an amount equal to the dues of the Association (local, OEA/NEA) from the pay of each employee who is not a member of the Association, beginning with the October paycheck, as a fair share fee commensurate with the cost to the Association of collective bargaining and contract administration.
- E. Any employee who has not requested payroll deduction of Association dues under this article of this Agreement or who has not certified to the District that he/she has paid his/her dues directly to the Association shall be subject to the provisions of this article.
- F. The Association will indemnify, defend and hold the District harmless against any claims made and any suit instituted against the District on account of any action taken under the provisions of this article.

ARTICLE XIII WORK LOAD

A. CLASS SIZE

1. The parties agree to establish an ad hoc Class Size Committee to review problems identified by a teacher or teachers relating to class size or workload. The committee shall be composed of the superintendent or his/her designee, a building principal, the teacher(s) involved, and an Association representative selected by the Association.
2. The committee shall be convened within fifteen (15) days from receipt by the building principal of such request. A report concerning the findings and recommendations of the committee shall be filed within thirty (30) days with the Administrator and the Association.
3. Recommendations of the committee shall be based upon the process and guidelines established by School Board Policy IHB addressing class size.
4. The Administrator shall notify the teacher(s) and the Association concerning action on the recommendations within five (5) days of such action.
5. In the event that administrative action on the committee's recommendation is not satisfactory to the teacher(s) or the Association, an appeal may be made to the Superintendent and/or Board.

**ARTICLE XIV
CALENDAR AND WORKDAY**

Calendar and Workday for 2016-17 will be based on the interim calendar adopted by the board. The parties agree to discuss how Article XIV Calendar and Workday will be modified for the 2017-18 contract year.

A. CALENDAR

1. When operating on the regular contract year, the calendar year shall consist of one hundred ninety-one (191) contract days allowing furlough days and including:
 - a. 170-173 Student Contact days
 - 8 Paid holidays as follows: Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, Presidents' Day, and Memorial Day.

The yearly calendar shall be developed by District/BEA and subject to board approval.

- b. 10 Two (2) preparation days prior to start of school;
Three (3) grading days scheduled the first working day after each quarter - 1st and 3rd half-day, 2nd and 4th full day;
Two (2) inservice days
Three (3) parent-teacher conference days;
(Statewide inservice - noncontract day.)
- c. When operating on an alternate schedule providing a four-day week for student instruction and a work Friday schedule addressed below. The length of the contract year shall not exceed one hundred seventy-three (173) paid workdays, composed of one hundred forty-seven (147) student contact days, two (2) parent-teacher conference days, eight (8) holidays and nine (9) work Fridays.

2. In the event that any of the holidays listed above are not included in a particular school year, the length of the contract shall be reduced by the number of holidays omitted.
3. Licensed personnel on extended contracts shall also have July 4 as a recognized paid holiday if that date falls within the intended contract work year.
4. Preparation days shall be reserved for individual teacher preparation and planning. The last work day prior to the first student contact day will be a preparation day.
5. Parent/teacher conference days shall be scheduled for all staff. District-wide dates for parent/teacher conferences will be designated by the board-adopted school calendar. Starting and ending times will be determined by the administrative staff at each site; the scheduling of individual conferences shall be determined by the staff at each site.
6. The tentative school calendar shall be submitted to the teachers who will be allowed to provide input. The final approval and determination of the calendar lies with the Board.
7. When schools are closed because of inclement weather or other emergencies, teachers shall not be required to report to work and will suffer no loss of pay or benefits. The district has the option to have lost hours made up with no additional compensation to teachers. In the case of a short-term emergency, less than one full day, teachers must be present whenever students remain to be supervised.

B. WORKDAY (Five Day Student Week) [current without adjustment]

1. The teacher workday shall be eight (8) hours, including a one-half hour duty-free lunch period.
2. Unless asked to remain by their principal or supervisors, teachers may leave their respective buildings on Fridays and on days before vacation or holidays one-half hour early.
3. Each teacher shall be guaranteed preparation time as follows:
 - a. HIGH SCHOOL: Teachers shall have one block per day for their prep time.

- b. MIDDLE SCHOOL: Teachers shall have one block per day for their prep time.
- c. ELEMENTARY: Teachers shall have no less than 360 guaranteed minutes per five (5) day week. Teachers will not be required to perform duties during preparation.
 - i. During each regular five day work week there shall be a minimum of one forty (40) consecutive minute period and four twenty (20) consecutive minute periods for teacher preparation, during the student contact day. Recess time shall not be included in these preparation times. This section does not apply to Haines and Keating teachers.
 - ii. Haines and Keating teachers will work with their administrator to schedule comparable amounts of preparation time as described in (i).
 - iii. The principal and teachers in each building will meet and confer concerning the scheduling of teacher preparation time. If this process does not reach a conclusion satisfactory to both, the principal shall make the final decision as to scheduling.
- 4. When schools are dismissed early due to emergency or hazardous conditions, employees shall not be required to complete the teacher workday.
- 5. For the period beginning approximately fifteen (15) minutes after dismissal (1:15 - Elementary, 1:30 - Middle and High School) until the end of the teacher workday as set by the principal, all teachers may use three of the Fridays for tutoring, conferencing and teacher preparation. District or school administrators in collaboration with site councils, will offer staff development on one Friday per month for collaboration, i.e., grade level, department, meetings and/or learning communities. Teachers who elect not to attend such staff development shall not be adversely affected.

C. WORKDAY (Four Day Student Week)

1. Calendar Day Definitions
 - a. Student Friday – shall be defined as a teacher workday of (9) hours (see §2 below)
 - b. Student Contact Day – a day on the calendar defined for regular student attendance
 - c. Student Contact Time – the time during the day [on the calendar] beginning when students report to class and ending when students are dismissed
 - d. Parent-Teacher Conference Day – flexible length work days controlled by the district to implement and support parent conferences. In the fall two days with split schedule [one a Friday], a Friday in the spring. May be student-led or teacher-led.
 - e. Inservice Days – shall be those days controlled by the District during the year (typically 0.5 days at the beginning of the year to start the year and the [one day (1)] opening professional development day)
 - f. Work Friday – shall be defined as an eight (8) hour day, which shall include teacher preparation time, district and building mandatory meetings, and student tutorial/posted office hours controlled by the teacher.
 - g. Staff Work Day – shall consist of eight (8) hours of grading or teacher preparation time, and controlled by the teacher.
 - h. Open Day – shall be defined as a non-mandatory paid weekday.
2. The teacher workday shall be nine (9) hours, beginning approximately thirty (30) minutes (subject to building SITE Council approval) before the first class, including a one-half hour duty-free lunch period. On Work Fridays, Inservice Days and Staff Workdays, the workday shall be eight (8) hours, 8:00 a.m. until 4:00 p.m.
 - a. The length of the work week shall be an average of forty (40) hours with student days of nine (9) hours.
 - b. For the purpose of calculation of per diem pay, the year is 1,533 hours. If a day is furloughed, employee salary will be reduced by eight (8) hours at per diem rate.
 - c. The number of days to be furloughed will be decided by the District.
 - d. FURLOUGH DAYS – The exact dates of implementation of furloughed days will be subject to negotiation based on the school calendar.

- i. No student-contact days will be taken.
- ii. If both sides are at impasse on a specific date, then BEA will choose a day and then the District, alternately, tracked yearly. If the BEA prefers to choose the days, at least three (3) of the first eight (8) must be holidays, spaced alternatively.

In the event a decision has been made to utilize additional days (Days 4-7), the next day taken will be based upon the first day available.

- e. [I]t is agreed by the parties, that the potential dates of furlough days, shall be subject to negotiation based upon the school calendar.
 - f. Both parties hereby agree to meet on at least a monthly basis during the school year to discuss and update each other on relevant issues with regard to school district business, including but not limited to furlough days.
 - g. The District will make a reasonable effort to spread the payroll reduction caused by taking furlough days that are scheduled before the school year, over all payroll periods for the affected employees.
3. Unless asked to remain by their principal or supervisors, teachers may leave their respective buildings on Fridays and on days before vacations or holidays one-half hour early.
 4. Each teacher shall be guaranteed preparation time as follows:
 - a. HIGH SCHOOL: Teachers shall have one instructional period per day for their prep time.
 - b. MIDDLE SCHOOL: Teachers shall have one instructional period per day for their prep time.
 - c. ELEMENTARY: Teachers shall have no less than three hundred sixty (360) guaranteed minutes per four (4) day student week. Teachers will not be required to perform duties during preparation.
 - i. During each full week, there will be one hundred twenty (120) minutes of teacher preparation time when students are present. The minimum length of preparation is twenty (20) minutes. There will be at least one block of forty (40) minutes or more during each full week. Recess time shall not be included in these preparation times. This section does not apply to teachers at Haines, Keating, kindergarten or specialists.
 - ii. Working in tandem teacher pairs may request sixty (60) minute alternate day preparation periods. This would involve two (2) days of sixty (60) minute preparation per week totaling one hundred twenty (120) minutes per week during student contact time.
 - iii. Teachers at Haines, Keating, kindergarten or specialists will work with their administrator to schedule comparable amounts of preparation time as described in this section.
 - iv. The Principal and teachers in each building will meet and confer concerning the scheduling of teacher preparation time. If this process does not reach a conclusion satisfactory to both, the Principal shall make the final decision as to scheduling.
 - d. PLC:
 - i. Voluntary PLC during teacher controlled prep will be counted as prep.
 - ii. Mandated PLC will not count as prep time.
 5. Up to 35 minute regular staff meeting per Monday through Thursday inclusive is allowed.
 6. When schools are dismissed early due to emergency or hazardous conditions, employees shall not be required to complete the teacher workday.

D. WORK FRIDAY LANGUAGE

- a. Every mandatory work Friday will include at least one and one half hour (1 ½) of preparation time controlled by the teacher. Start time determined by the building as required by circumstances.
- b. The District will control three (3) hours on Work Fridays except if inservice is offered on the Work Friday when the District will control four (4) hours.
- c. Fridays on the calendar will be identified by Work Friday (red), Staff Workday (green), Voluntary Fridays (blue) or designated day off (gray).
- d. Building Site Councils will define office hour requirements and student tutorial options for students not to exceed: three (3) hours on any Friday.
- e. Buildings will define staff meetings and PLC time not to exceed three (3) hours total.

**ARTICLE XV
STUDENT DISCIPLINE**

- A. Employees, students and parents shall be informed annually in writing of the district policies and building procedures regarding student discipline.
- B. School Principals will meet with employees annually to review and/or revise building disciplinary standards and procedures. Administrators and staff shall work cooperatively to ensure uniform enforcement of building discipline.

ARTICLE XVI
EXTRACURRICULAR ASSIGNMENTS AND ASSIGNED DUTIES

- A. The District may contract certified employees to perform coaching and/or supervisory tasks above and beyond the regular teaching contract.
1. Salary shall be determined by the schedule for extracurricular pay found in Appendix B of the Agreement and by this reference is incorporated herein.
- B. All activities to which teachers are assigned outside the workday shall be made using the following rules:
1. Teachers will be given the opportunity to sign up for assignments voluntarily. Only those who volunteer will be used on such assignments unless the volunteer list is not adequate to cover assignments. In the latter case, teachers may be assigned to duties non-voluntarily on an equitable basis.
 2. Teachers assigned to such duties by the principal from either the volunteer list or from those not volunteering will be paid curriculum rate for work performed at \$25.00 per hour. The rate will be adjusted for any increase applied to the certified salary schedule beginning with 2017-2018.
 3. Activities which teachers may be assigned to supervise include but are not limited to:
 - a) Dance supervision;
 - b) Athletic game supervision;
 - c) Crowd supervision at dramatic productions;
 - d) Crowd supervision at music programs;
 - e) Club sponsorships other than those covered in part 4 of this Article;
 - f) High school class advisors shall be paid at the same rate of supervisory pay for all hours involved in class sponsorship.
 4. The following activities are considered a part of the teaching contract even if they occur outside the workday. No supervisory pay (as described in part 2 of this Article) will be allowed:
 - a) Clubs that the teacher forms at his/her own discretion;
 - b) PTA meetings, open houses, music programs, or any parent-school association meetings taking the place of the above (not to exceed six (6) meetings per year);
 - c) Activities that are a direct outgrowth of the teacher's teaching assignment during the school day.
 5. With mutual agreement and written approval from the building administrator, teachers covering another classroom during their regular prep period will receive a \$25.00 stipend. The rate will be adjusted for any increase applied to the certified salary schedule beginning with 2017-2018.

**ARTICLE XVII
PROFESSIONAL DEVELOPMENT**

Professional Development for 2016-17 will be based on the language below. The parties agree to discuss how Article XVII Professional Development will be modified for the 2017-18 contract year.

A. TUITION REIMBURSEMENT

The district shall provide tuition reimbursement, using the hourly rates charged at Eastern Oregon State University, for all certified employees, for up to six (6) quarter hours each year.

The following shall apply to reimbursement:

1. Classes to be within the area of teaching assignment; or
2. Classes must be Level 400 or higher and related to the methods, processes, strategies, or other aspects of their teaching area, or otherwise approved in writing by the superintendent prior to taking the class.
3. Classes outside number 1 and 2 above must have approval of the building principal and superintendent.
4. Reimbursement requests will be honored for classes based on prior approval from the superintendent.
5. The district will not pay for any class for which other reimbursement or rate reduction has been paid, except that part of said charge which was not covered by other reimbursement or rate reduction.
6. Reimbursement shall be paid only for those credits completed for which the employee received an "A" or "B" letter grade, or equivalent and the district receives the official transcript or final grade report.
7. Teachers will apply for credits to be reimbursed (up to 6 quarter hours per year) prior to July 1st. Reimbursements will be distributed no later than July 31st. If, by July 1, the total dollar amount applied for exceeds the amount in the fund, those teachers applying will be refunded on a percentage basis.
8. The teacher must be an employee of the district to receive reimbursement.
9. The district will budget \$15,000 for tuition reimbursement each fiscal year. A copy of the transaction for the account will be available for BEA's review.

B. PROFESSIONAL DEVELOPMENT REIMBURSEMENTS

Professional Improvements Funds: The District shall reimburse employee expenses, for conference fees, meals at the District rate, lodging, and transportation with prior administrative approval up to \$400.00 per employee, for attending educational meetings, conferences, workshops, or observations if these activities are reasonably related to the employee's job duties, CPD requirements, or District-approved programs.

C. STUDENT TEACHERS

1. Acceptance of a student-teacher supervisory assignment will be strictly voluntary.
2. Monies paid to the District by the cooperating college or university for direct student-teacher supervision will be paid to the supervising teacher.

D. CONTINUING PROFESSIONAL DEVELOPMENT

1. For the purpose of meeting licensure requirements, the District will honor certificates of professional development and graduate credit issued from workshops, conferences, and seminars related to education, as pre-approved by the superintendent or his/her designee.
2. In addition, the District will provide certificates of completion to be applied toward professional development units for all District in-service activities.

E. DISTRICT CREDIT

Professional development through district-sanctioned workshops may receive special district credit.

The purpose of district credit is to encourage large numbers of staff to avail themselves to professional growth opportunities provided through district-sanctioned workshops.

The following guidelines for District Credit shall apply:

1. Credit will be awarded for attendance at the rate of one credit (quarter system) per ten classroom clock hours.
2. To be considered for credit, workshops must be open to large numbers of faculty and must be attended outside the regular contracted workday. (One credit (quarter system) per ten classroom clock hours.)
3. District credit may be received only once for the same course (i.e. beginning computers) even though the curricula may have changed slightly.
4. Staff will not be awarded credit retroactively.

F. When utilizing in-District staff for Administrative-approved training to meet District goals and priorities:

1. The trainer rate for work performed by Association members who provide training for other members as organized District professional development shall be paid \$30.00 per hour for all hours of presentation and preparation time. The rate will be adjusted for any increase applied to the certified salary schedule beginning with 2017-18.
2. The trainer is a voluntary assignment.
3. The benefits listed in 1 shall not be available to a teacher who is otherwise receiving compensation for the time spent on training.
4. Trainer is an employee who has undergone formalized training in a specific body of knowledge or discipline whose purpose is to train fellow employees in a specific body of knowledge or discipline in a formalized and approved setting.

G. PRACTICUMS

The District and Association encourage professional growth including the attainment of administrative credentials.

1. All employees performing practicums shall be allowed the same privileges and rights as allowed by this contract.
2. Employees may be granted release time from their regular assignment. The amount of release time shall be determined by mutual agreement of the employee and the District.
3. Employees performing practicums which require duties that are administrative in nature shall not be considered as supervisors of bargaining unit employees. In no case should the salary be less than the employees' per diem teaching rate.

ARTICLE XVIII
SAFE WORKING CONDITIONS

- A. The District shall provide a safe and healthful working environment for all employees, consistent with the law. Whenever possible, and within the knowledge of the District and the constraints of the law, a classroom teacher will be informed of a student assigned to the teacher's class, when the building administrator believes the student creates a safety problem for students or staff.

- B. Committees will be organized in each building to address issues of safety, student behavior, and positive school environment. Building committees include, but are not limited to, the Building Safety Team, etc. Certified staff will have representation on these committees. Staff involvement on these committees is voluntary. Committees meet monthly or more frequently as necessary.

- C. The District agrees to reimburse employees whose personal property is damaged at school or at a school function as a result of theft or vandalism, subject to the following conditions:
 - 1. Items to be covered will be listed on the personal property form along with a photograph of the items to be kept on file in the administrators' office.
 - 2. The employee shall report the theft or vandalism to the district within seventy-two (72) hours of knowledge of the incident. The report will include a written statement explaining the circumstances surrounding the theft or vandalism and will include all pertinent documentation such as police report, if applicable.
 - 3. The employee shall submit the claim to the employee's insurance company prior to submission to the District.

- D. ASSAULT UPON A TEACHER

Any case of assault and/or battery upon a teacher, related to his/her employment, shall be promptly reported to his/her supervisor, who shall promptly report it to the superintendent. The superintendent shall render assistance to the teacher in connection with handling the incident. The superintendent shall also assist the teacher in seeking legal counsel if requested and the District shall reimburse the teacher for the cost, up to \$200, of an initial legal consultation as to the rights of the teacher with respect to the assault and/or battery. This shall not be construed to mean that the Board shall provide legal counsel in the event further legal action is taken by any of the parties concerned.

- E. COMMUNICABLE DISEASES
 - 1. The District will honor its obligations under 504 of the Rehabilitation Act of 1973 towards employees with communicable diseases.
 - 2. The employer will adhere to ORS 433.045 concerning blood tests.
 - 3. Information regarding an employee's handicapping condition shall be maintained in strictest confidence.
 - 4. All District personnel policies, rules and regulations relating to communicable diseases shall be subject to this article.

5. The District shall offer yearly inservice to employees on precautionary and cleanup procedures relating to communicable diseases. If, at the District's discretion, such inservice is offered outside contractual work hours, such employees shall be paid at the curriculum rate.

ARTICLE XIX PAID LEAVES

Paid leaves will be calculated pro-rated by the employee FTE.

A. HEALTH LEAVE

1. Health leave means absence from duty by the employee because of his/her illness, injury, medical appointment, *maternity/parental leave or pregnancy. Teachers may use health leave for the illness, injury, medical appointment(s), maternity/paternity leave, or pregnancy of a spouse, son, daughter, parent, or other dependents as defined by IRS code. Up to ten (10) days health leave may be used for sibling, sibling-in-law, son-in-law, daughter-in-law, parent-in-law, grandparents, or grandchildren. In unusual cases, appeal for other use of health leave for family illness may be made through the superintendent.

*Maternity/Parental Leave is also addressed in UNPAID LEAVE Section as unpaid leave.

2. Ten (10) days of health leave at full pay shall be granted for each school year to all licensed employees or one day of such leave per month employed, whichever is greater. Health leave for each school year will be granted the first day of the contract.
3. Certified employees shall notify their supervisor or principal promptly on the first day of illness or incapacitation. In all cases when health leave has been used, the employee shall report upon a standard form over his/her signature.
4. The district may request a written statement from employee's attending physician or practitioner if absence due to illness exceeds five (5) consecutive workdays.
5. Each teacher shall be given a monthly written accounting of his or her use and accumulation of health leave.
6. Employees shall accumulate the unused portion of their health leave allowance.
7. The Baker School District will permit a school employee to transfer up to seventy-five (75) days health leave accumulated in other Oregon districts. The transfer shall not exceed the accumulation in the most recent employing district. However, the transfer of health leave from another Oregon district shall not be effective until the school employee has completed thirty (30) working days in the District.
8. Teachers new to the District from out of state may transfer in a maximum of twenty (20) days of accumulated health leave from other school districts.
9. If any employee is absent due to an injury covered by Workers' Compensation, the employee may receive prorated health leave benefits pursuant to ORS 656.240, subject to the employee's accumulated total health leave earned.
10. Employees have the right to voluntarily participate in the Health Leave Pools established by the District and the Association.

In order to assist employees who become seriously ill or injured and who do not have sufficient health leave days to cover their absence, a Self-Insurance Health Leave Pool and Designated Health Leave Pool have been established by the District using the following criteria and procedures.

I. Designated Health Leave Pool:

- a) Decisions regarding this pool will be managed by the Association.
- b) The maximum amount a member may contribute is two (2) days annually.
- c) The recipient must use his/her prior year's accumulated health leave and current year earned health leave before donated time is applied.
- d) If there is donated time left in the pool, it will be returned at a prorated rate to the donors.
- e) A maximum of ten (10) days contribution is allowed for a regular maternity leave.
- f) The recipient must have exhausted benefits from the self-insured pool (if a member) before becoming eligible for the designated pool.
- g) Forty (40) days is the maximum amount a recipient may receive per incident.

II. Self-Insured Health Leave Pool:

- a) Decisions regarding this pool will be managed by the Association
- b) Each bargaining unit member may volunteer one (1) day of health leave annually to be transferred to the pool.
- c) Annual contributions will be made only if the total days available in the pool fall below one hundred twenty five (125). The District shall inform the Association president when it is necessary to volunteer an additional day to remain active in the pool by reviewing the policy when it falls below 125.
- d) The enrollment deadline to participate is September 30 of each year.
- e) An employee may withdraw days from the health leave pool only if he/she:
 - (1) has participated as a contributor;
 - (2) has used all accumulated health leave;
 - (3) has submitted a doctor's certificate verifying his/her inability to work; and,
 - (4) has made written application to the Association.
- f) An employee meeting the requirements listed above may continue to withdraw days from the pool up to a maximum of forty (40) days.
- g) Allowances may be made on a case-by-case basis.
- h) New-hires will be allowed to contribute to the pool upon employment.

B. JURY DUTY OR COURT-RELATED LEAVE

If an employee is subpoenaed as a witness or juror, the District shall authorize such absences without loss of pay. If the employee receives a fee (minus actual expenses, i.e., meals, lodging and mileage) for these services, the fee shall be deposited with the District's payroll clerk. The employee shall provide a copy of the subpoena or other notice to his/her immediate supervisor with the request for leave.

C. BEREAVEMENT LEAVE

1. Up to a maximum of five (5) days paid bereavement leave shall be granted for each death in the immediate family during any school year. The superintendent, in cooperation with the employee, shall determine the amount of bereavement leave to be granted based on the individual circumstances. This determination can be made upon return of the employee if an emergency condition exists. In cases of imminent death or where distances could not be covered safely in five (5) days, an appeal may be made to the superintendent for an extension of the leave. The term "immediate family" shall be defined as husband, wife, son, daughter, mother, father, sister, brother, son-in-law, daughter-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren and any other member of the immediate household.

2. The District shall comply with state and federal leave laws regarding bereavement leave and will run concurrently with the provisions in Section C.1 above.

D. EDUCATIONAL LEAVE WITH PAY

The superintendent, with the approval of the employee's principal or supervisor, may authorize educational leave for the following purposes:

- a) School visitations;
- b) School-oriented meetings;
- c) To serve in an appointed or elected state department position.

When the presence of a teacher is specifically required by the District at a point or points other than his/her home station, he/she shall be reimbursed for District-approved expenses.

E. PERSONAL LEAVE

Three (3) days of personal leave shall be granted per contract year; Up to two (2) days of any unused personal leave may be carried over to the next year and accumulated to a total of no more than five (5) days. The employee need not state the reason for using personal leave, other than it is being used under this section. In case of an emergency, the employee may verbally notify the principal or immediate supervisor that an emergency situation exists and leave shall be granted. As soon as possible upon returning to duty, the employee shall file the appropriate form for personal leave and, upon the District's receipt thereof, personal leave shall be granted.

The following provisions must be adhered to when such leave is used:

1. The principal or supervisor must be notified forty-eight (48) hours in advance, except as noted above.
2. Leave will only be granted if a qualified substitute is available except in the case of an emergency.
3. No personal leave may be granted on days immediately before or after school vacations, nor on the opening day or closing day of the school year without prior approval, except as noted above.
4. Personal leave days shall be granted only in ½ or full day increments.
5. Personal Leave Day Buy-back plan:
 - a) An employee shall receive four-hundred (\$400.00) for using no personal days in a contract year, each year to be paid in the last working month of the fiscal year earned.
 - b) Personal leave days not used will be compensated at \$125 per day taken individually.
 - c) The employee will declare in June whether they will accumulate or buy-back their leave days. Employees with five (5) days accumulated without using any during the year will automatically have three leave days bought back and two (2) advanced at the end-of-the teacher contract year. The employee may ask to have all five (5) days bought-back for \$800. Payroll will notify employees, via e-mail, by May 15 of the June deadline date for declaring to payroll the employee's intention to accumulate or be paid for unused leave. Employees who fail to notify payroll by the given deadline will be paid for all unused leave.

**ARTICLE XX
UNPAID LEAVES OF ABSENCE**

A. MATERNITY/PARENTAL LEAVE

NOTE: Paid Maternity Leave is addressed under Health Leave.

1. Up to one year unpaid maternity leave is available.
2. The superintendent may require a statement from the teacher's physician for use in determining the date for initiating maternity leave and the duration of such leave.
3. All benefits to which the employee was entitled at the time she commenced maternity leave shall be restored upon her return provided the benefits are still available to the bargaining unit members.
4. Following childbirth and upon notification to the superintendent of the parent's intent to return, the District will make every effort to place the returning on-leave teacher to a position as similar as possible to the one held prior to the granting of the leave. The continuing contract shall remain in effect, and the teacher shall retain all seniority, salary and fringe benefits which accrued prior to taking maternity leave.
5. The District will comply with the Oregon Family Leave Act and the Family Medical Leave Act.

B. MILITARY DUTY LEAVE

1. The District recognizes the laws affecting temporary active military duty and shall grant unpaid military duty leave of absence in accordance with state and federal statutes, provided the employee first makes every effort to schedule such duty outside the regular contract year, and provided further, application for such leave be submitted at the time the employee receives orders and shall indicate the armed services unit to which the employee belongs.
2. Upon return to the District, the employee shall furnish the District payroll clerk with a certification signed by his or her commanding officer or a copy of the order showing the dates of his or her active duty.

C. PROFESSIONAL/PERSONAL LEAVE WITHOUT PAY.

1. **Short Term:** Leaves of absence without pay may be granted for periods of time less than one (1) school year upon recommendation of the immediate supervisor and the approval of the superintendent.

Procedure: Short Term Leave

- a) For short term leave, the request shall be submitted in writing to the principal or supervisor with an adequate amount of time to allow the District to make alternative plans.
2. **Long Term:** Leaves of absence without pay for a period of one (1) school year or portions of two (2) school years up to twelve consecutive months total, may be granted by the District upon recommendation of the superintendent.

Procedure: Long Term Leave

- a) The request should be made at least five (5) months prior to the time the leave begins.
- b) The employee shall have been employed by Baker School District 5J for at least three (3) consecutive years to be considered for a full twelve-month leave.
- c) The employee shall have received satisfactory evaluations prior to the time of application.
- d) The request for leave shall not exceed twelve (12) months in length.
- e) Any request for extension of long-term leave must be resubmitted to the Board for approval.
- f) The employee shall certify his or her intent to return to the District at least ninety (90) calendar days prior to anticipated return date.
- g) Leave without pay for personal reasons such as extending Family Medical Leave past twelve weeks shall be granted upon approval of the building principal or superintendent in the District in any one (1) school year. Professional leave for unpaid professional reasons [such as returning to school for a year to improve certification] are not included and short-term legal exclusions such as religious observance are also excluded from the calculation.

3. All benefits to which the employee is entitled at the time he or she commenced the professional leave without pay shall be restored upon his or her return provided the benefits are still available to the bargaining unit member.

4. The District will make reasonable effort to place the returning on-leave teacher to a position as similar as possible to the one held prior to the granting of the leave.

D. STATUS WHILE ON UNPAID LEAVE OF ABSENCE

1. No health leave credits shall accrue during the leave of absence.
2. The employee's name shall be kept on the rolls at the request of the employee to permit participation in group insurance rates to the extent allowed by the insurance carrier, provided the employee pays the benefit cost.

**ARTICLE XXI
SCHOOL SITE COUNCILS**

- A. The overall purpose of shared decision making is to enhance student achievement through both improvement of the instructional program and delivery of support services. The district encourages the collaborative work of shared decision making and supports School Councils.
- B. The duties of the school councils shall be to make decisions regarding school improvement programs, staff development, and issues dealing with the implementation of provisions of the Oregon Educational Act for the 21st Century.
- C. Any school council shall be composed as provided by law. Employee representatives will be selected/elected by a process administered jointly by an association representative and the principal or her/his designee.
- D. The superintendent and the president of the Association will meet periodically throughout the year to discuss the development of site-based decision making programs in the school district.
- E. The superintendent and the building principals will comply with any reasonable request from the Association for information regarding a proposed or implemented site-based decision making program. If the Association has objections to a proposed or implemented site-based decision, it will notify the school council involved through written correspondence. The council or its designees will then meet with Association representatives in a reasonable and timely manner prior to implementation of the decision or immediately, if implementation has begun.
- F. No school council program shall violate any district policy, violate any provision of the master agreement, or establish past practice without the approval of the District and the Association.
- G. The District will appropriate funds for each school council. The intent of these funds is for the operation of the school council. School councils have the responsibility and authority to decide how these funds are to be spent.

**ARTICLE XXII
GENERAL PROVISIONS**

A. UNINTERRUPTED INSTRUCTIONAL ACTIVITIES

The District and the Association agree that disputes which may arise between them shall be settled without resorting to strike or lock out. The District agrees it will not lock out any or all of its employees during the term of this Agreement and the Association agrees on behalf of itself and its membership that there will not be a strike or slow down during the term of this Agreement.

B. SEPARABILITY

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

C. COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER AGREEMENT

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

**ARTICLE XXIII
PROFESSIONAL COMPENSATION**

A. SALARY SCHEDULE

The 2016-2017 salary schedule for teachers is attached to this Agreement as Appendix A and by this reference incorporated herein. The parties agree to negotiate over the 2017-18 and 2018-19 salary increases during the 2016-17 contract year. The salary schedule/index shall be the official salary schedule for all teachers in the bargaining unit and shall not be deviated from except through mutual written consent of the Association and the District.

1. Salary Placement/Advancement:

- a) New employees shall receive credit for up to fifteen (15) years of teaching experience with each year worth one (1) step. Teaching experience shall be cumulative and all half-time or more experience for one hundred thirty-five (135) consecutive days or more shall be considered a full year of experience for initial salary placement.
- b) Effective July 1 of each year, all employees, except those on the highest paid step of each column, shall receive a step increase.
- c) To move horizontally across the schedule, teachers must notify the District of credits earned by September 15 of each year. Official transcripts of credits earned must then be submitted to the District office by November 15. Payment for the salary advancement will be retroactive to the beginning of the teacher's contract for the current year beginning no later than the November paycheck.
- d) Salary column notations of +22, +45, etc., refer to hours earned subsequent to the related degree.
- e) Coursework must be completed through a state-accredited university or college.

B. VOCATIONAL CERTIFICATION

New teachers who do not have a BA but who can be vocationally certified will be placed on the existing salary schedule using the following criteria:

- 1. Vocationally certified teachers will be placed on the salary schedule based on their education and experience.
- 2. No less than one step on the schedule will be given for every two years of work experience in the trade for which they are certified beyond the apprenticeship level. No step will be granted past the maximum incoming experience allowed in the current salary schedule. The District may exceed this limit if there are documented recruitment difficulties in filling a teaching position only if the discipline has been designated on the TSPC shortage list. (See Appendix A.)
- 3. Horizontal steps will be given for college credits earned after the date of initial employment and/or if deemed equivalent by the superintendent. Horizontal steps may be given for summer work experience necessary to keep the instructor qualified and current in the trade if deemed equivalent by the superintendent.

C. MISCELLANEOUS

1. Employees in the bargaining unit employed less than full time (191 days, 8 hours per day) will be paid a prorated portion of the full-time salary.
2. Licensed personnel, when asked to serve on a curriculum committee, Driver's Ed or in-service project that is to involve working on days not designated as regular working days in the yearly contract, will be paid the base per diem salary per eight (8) hour day on a prorated basis for such service, including a thirty (30) minute duty-free lunch period.
3. Licensed personnel, when pre-approved to work beyond regular contract days/hours in their area of assignment, but outside the 191-day contract period, shall be paid 1/191st of his or her current salary for each day of such service which shall include summer school.
4. Each teacher shall choose his or her method of receiving pay from the following choices, and shall notify the payroll office by September 5th of each school year of the method desired.
 - a) Ten equal payments, with paychecks issued on the last working day of each month, beginning in September and continuing through May, with the tenth paycheck issued after the last teacher contract day, but no later than the last business day in June.
 - b) Twelve equal payments, with paychecks issued on the last working day of each month, beginning in September and continuing through August.
 - c) Twelve equal payments, with paychecks issued on the last working day of each month, beginning in September and continuing through May, with the remaining paychecks issued after the last teacher contract day, but no later than the last business day in June.
5. The District has established a "payroll cutoff" date of the 12th of each month. Employees who have salary days to be deducted after the cutoff date will have the deduction made from the following month's check.
6.
 - a) Teachers with a regular assignment to more than one building within Baker City shall be paid at the flat rate of \$100.00 per year for their inter-school travel.
 - b) Teachers who are expected to travel as part of their regular job assignment shall be furnished a vehicle or receive compensation for travel in their personal vehicle.
7. Licensed employees in outlying one-teacher schools will be paid an additional 6% of the teacher's salary per year above their regular salary for added building responsibilities they must assume.
8. Teachers and their spouses will receive free passes to all regular season high school athletic events.

D. PROFESSIONAL SALARY PLAN

The Professional Salary Plan for all unit members shall include the following:

1. The District shall not withhold from members' monthly salaries the employee contribution/payments required by ORS 238.200 and ORS 238A.330.

2. The District shall pay the six percent (6%) employee contribution required by ORS 238.200 and ORS 238A.330. The full amount of required employee contributions paid pursuant to this Section (B2) shall be considered as “salary” within the meaning of ORS 238.005 (20) and ORS 238A.005 (16)(b)(F) with respect to PERS for the purpose of computing an employee member’s “final average salary” within the meaning of ORS 238.005(8), but shall not be considered as “salary” for the purpose of determining the amount of employee contribution required to be contributed pursuant to ORS 238.200. Any amount paid shall be considered to be employee contributions for all purposes under Chapter 238 and Chapter 238A. The employer will file any required notices with the Public Employees Retirement Board.

**ARTICLE XXIV
FRINGE BENEFITS**

The parties agree to negotiate during the 2016-17 contract year regarding the fringe benefits for 2017-18 and 2018-19.

The District shall pay the following contribution towards insurance premiums for the year of 2016-2017 school year of \$1,025 per month. The Association will be responsible for selection of the medical insurance plans for members of the bargaining unit and the District will be responsible for selection of all other plans including dental, vision and life.

For employees who select OEGB's high deductible, low cost plan that requires a Health Savings Account (HAS) contribution the District shall contribute the difference between the District's contribution cap and the premium cost of the employee's HAS account.

Employees may also make pre-tax contributions to their HAS up to the maximum allowed by federal law.

Qualified individuals shall be those whose contract is half-time or more.

A separate prorated fringe benefit program shall be available for those employees not eligible for the full fringe benefit program. Those prorated benefits shall be the same percentage ration as their respective contracts.

- A. The District will pay insurance premiums, up to the capped amount, for Medical, Dental, Vision, Life Insurance, and Agent Fees.
- B. The District shall carry employee liability insurance which protects the members of the bargaining unit. Such insurance shall have a two million dollars (\$2,000,000) limit and shall protect the employees in the conduct of their employment-related duties so long as acting in a prudent manner.
- C. Employees, newly hired by the Board, shall be eligible for Board-contributed insurance premiums, per acceptance of written application by the insurance carrier, on the first day of the month following the date of hire.
- D. Proration
 - 1. Qualified individuals shall remain as those members of the bargaining unit that work at least .5 (half time) based upon 20 hours per week of work. Any members working less than .5 shall not be entitled to such fringe benefits.
 - 2. Fringe benefits for those employees working at least .5 but less than full time shall be prorated as follows:
 - a) FTE .5 receives .5 fringe benefits;
 - b) FTE .6 receives .6 fringe benefits;
 - c) FTE .7 receives .7 fringe benefits;
 - d) FTE .8 receives .8 fringe benefits;
 - e) FTE .9 receives .9 fringe benefits;
 - f) FTE calculations shall be rounded to the nearest 1/10th.
 - 3. Any hours worked beyond the base teaching contract (example - extra duty contract) shall not increase the base percentage worked for the member.

- E. Opt Out. An employee who maintains coverage under an employer-sponsored group medical benefit plan, may opt out of coverage and choose one or both of the following options.
1. The amount of taxable income equal to the prorated (for part-time employees) monthly premium rate, less cost of dental, vision, life insurance, agent fees; times 80%, less payroll costs, (FICA, PERS, PERS Pick-up and Medicare).
 2. The District will hold harmless the Association as well as employees for any advance taxing consequences of the opt-out provision.
- F. The benefit program identified herein shall be provided only in accordance with relevant Oregon Revised Statutes, the underwriting rules, and regulations as set forth by the carrier(s) or the policy retained by the policy holder.

**ARTICLE XXV
DURATION AND SIGNATURES**

This Agreement shall be effective as of July 1, 2016, and shall continue in effect until June 30, 2019, with openers for wages and benefits, professional development, and the calendar.

IN WITNESS WHEREOF, The Board and the Association have caused this Agreement to be signed:

 _____ For the Association	Date		 _____ For the Board of Education	Date
	11/2/16			11-3-16

**APPENDIX A
Baker School District 5J
Certified Salary Schedule
2016-2017**

Exp.	Step	BA A(1)	BA+22 B(2)	BA+45 C(3)	BA+60 MA D(4)	BA+75 MA+22 E(5)	BA+90 MA+45 F(6)
0	1	\$31,916	\$33,193	\$34,520	\$35,901	\$37,336	\$38,831
1	2	\$32,873	\$34,188	\$35,556	\$36,978	\$38,456	\$39,995
2	3	\$33,859	\$35,214	\$36,623	\$38,087	\$39,611	\$41,195
3	4	\$34,875	\$36,270	\$37,722	\$39,230	\$40,799	\$42,431
4	5	\$35,922	\$37,358	\$38,853	\$40,407	\$42,023	\$43,704
5	6	\$36,999	\$38,479	\$40,018	\$41,619	\$43,284	\$45,014
6	7	\$38,109	\$39,633	\$41,220	\$42,868	\$44,583	\$46,365
7	8	\$39,252	\$40,822	\$42,456	\$44,154	\$45,920	\$47,756
8	9	\$40,430	\$42,048	\$43,729	\$45,479	\$47,298	\$49,189
9	10	\$41,643	\$43,308	\$45,041	\$46,842	\$48,716	\$50,665
10	11	\$42,892	\$44,607	\$46,392	\$48,248	\$50,177	\$52,185
11	12	\$44,179	\$45,946	\$47,784	\$49,694	\$51,683	\$53,751
12	13	\$46,636	\$48,210	\$49,218	\$51,186	\$53,233	\$55,363
13	14	\$46,636	\$48,210	\$51,148	\$52,722	\$54,830	\$57,023
14	15	\$46,636	\$48,210	\$51,148	\$52,722	\$54,830	\$58,734
15	16	\$46,636	\$48,210	\$51,148	\$52,722	\$54,830	\$60,496

**APPENDIX B
BAKER SCHOOL DISTRICT 5J
EXTRA-DUTY AND DEPARTMENT HEAD SCHEDULE
2016-2017**

EXTRA-DUTY

Step	A	B	C	D
0	\$1,787.00	\$2,011.00	\$2,905.00	\$4,468.00
1	\$1,883.00	\$2,106.00	\$3,064.00	\$4,787.00
2	\$1,979.00	\$2,202.00	\$3,192.00	\$5,107.00
3	\$2,074.00	\$2,298.00	\$3,510.00	\$5,426.00

Extra Duty

2016-2017: The percentage increase for each category and step shall be computed from the base of the 2016-2017 salary schedule.

ASSIGNMENT CATEGORIES:

- A. Elementary Choral (South Baker/Haines, Brooklyn/Keating)
BMS Intramural Coaches
- B. Middle School Coaches — all sports
Middle School Choral, Middle School Band
Advisors of Mock Trial, Middle School Drama, Leadership, Middle School Publications, Honor Society and Forestry
- A. BHS Assistant Coaches
Advisors of FBLA and FFA
Middle School Athletic Director**
BHS Journalism/Year Book Director
- D. BHS Head Coaches*
BHS Athletic Director**
BHS Band Director
BHS Choral Director
BHS Drama Director

*Cheerleader Head Coach is included with this category. If one cheerleader coach does two (2) seasons, stipend is two times applicable amount in column D. If two individuals each do one season or split the two seasons, each gets one times applicable amount in column D.

**The Athletic Director will receive two (2) stipends in their category: One for fall sports and one for winter sports.

When volunteering to assist and/or supervise school-related activities beyond the normal workday an employee may be reimbursed for all pre-authorized expenses and shall be paid sixty percent (60%) of the hourly base per diem salary.

DEPARTMENT HEADS - Currently Inactive

The base stipend for the Department Heads will be \$800.00. Additional amounts above the \$800 will be paid to those department heads with more than two (2) certified persons, counting the department head, according to the following chart:

3--	\$ 83	7--	\$414
4--	\$166	8--	\$497
5--	\$249	9--	\$580
6--	\$331		

Stipends will be pro-rated monthly throughout the year, paid with the regular salary.