THE SANTIAM EDUCATION ASSOCIATION/ASSOCIATION OF CLASSIFIED EMPLOYEES

Association Agreement



July 1, 2022 - June 30, 2025

Approved April 13, 2022

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PART A, COMBINED PROVISIONS

Agreement between the Santiam Canyon School District 129J and the Santiam Education Association/Association of Classified Employees

This Agreement is entered into this 1st day of July 2022, between the Board of Education on behalf of Santiam Canyon School District 129J, hereinafter called the "Board", and the Santiam Education Association/Association of Classified Employees, hereinafter called the "Association".

The agreement shall remain in effect through June 30, 2025. If a successor agreement is not reached prior to the expiration date, the current contract may be extended by mutual agreement.

The Santiam Education Association/Association of Classified Employees and the Board of Directors of Santiam Canyon School District 129J hereby agree to the following conditions:

A. INTENT:

The intent of this Agreement is to set forth and record herein the full agreement between the parties on all matters pertaining to wages, hours, and conditions of employment for personnel included in the bargaining unit.

B. MODIFICATION:

This Agreement shall not be modified except by written mutual agreement between the Association and the District.

In cases of conflict between the provisions of this Agreement and provisions of board policy and administrative regulations, this Agreement, during its duration, shall prevail.

C. COPIES:

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.

ARTICLE I, STATUS OF AGREEMENT

The Santiam Canyon School District #129J, hereinafter "the District", recognizes the Santiam Education Association/Association of Classified Employees, OEA/OCESP/NEA, hereinafter "the SEA/ACE" or "Association", as the representative of the following employees:

1) **Licensed Personnel:** All regular full-time and regular part-time (1/2-time or more) licensed teacher personnel. Supervisors, confidential employees, and substitute teachers are specifically excluded from the bargaining unit.

2) **Classified Personnel:** All regularly employed classified employees who are employed in any one of the classifications listed in Table A hereof. All temporary, confidential and supervisory personnel, and all students and substitutes, are specifically excluded from the bargaining unit. A substitute shall be any employee who is hired to replace an employee who is on a paid or non-paid leave of absence from the District, including, but not limited to, vacation, sick leave, or a Workers' Compensation leave. A temporary employee shall be any employee who is hired for a limited term not to exceed one hundred twenty (120) calendar days.

ARTICLE 2, ASSOCIATION RIGHTS

A. ASSOCIATION LEAVE:

Five (5) days per year without pay shall be granted to the Association to utilize for Association business. The days to be used shall be mutually arranged between the Association President and the Superintendent.

B. BULLETIN BOARDS:

The District shall designate a bulletin board space for the use of the Association in communicating with employees in each school. The Association shall maintain the boards in good condition, and all material posted thereon shall bear the signature of an authorized Association representative.

C. INFORMATION:

Upon reasonable request, the District agrees to make public information necessary for collective bargaining and contract administration available to the Association. The Association shall reimburse the District for reasonable costs incurred in providing and/or developing such information.

D. INTER-SCHOOL COMMUNICATION:

The Association shall have the right to use the employee mailboxes district mail and e-mail for distribution of Association communication.

E. MEETINGS:

Whenever an employee meets with District representatives during his or her regularly scheduled working hours, he or she shall suffer no loss of regular pay as a result thereof. Employees, shall not, however, be paid for time spent in negotiations or any third-party proceedings, to include ERB hearing or arbitration hearing, unless the employee was specifically required to attend such hearing by the District.

F. SCHOOL EQUIPMENT:

School equipment that is normally available to employees in a particular building, such as typewriters, computers, copiers, and the like may be used for Association activities outside the using employees' work hours. As a condition of such use, the Association shall provide an annual accounting of the supplies used and number of copies produced. Such accounting shall serve as the basis for billing the Association for the value of the equipment use and the materials consumed. The billing for use of equipment and supplies shall be at District cost.

G. SCHOOL FACILITIES:

School facilities normally used by employees may be used for Association activities at reasonable times during non-student contact hours provided that prior permission from the building principal is obtained, provided that such meetings shall not interfere with normal school operations, special meetings or classes, and a building custodian is on duty.

ARTICLE 3, DUES AND PAYROLL DEDUCTIONS

A. ASSOCIATION DUES DEDUCTION:

Any employee who is a member of the Association may authorize deductions of membership dues in the Local, OEA/ OCESP and NEA. Such authorization shall continue to be in effect indefinitely unless revoked in writing. Pursuant to such authorization, the District shall deduct and remit the monthly dues from the regular salary check of the employee each month,

beginning in September of each year for Classified and in October of each year for Licensed. Employees who work less than the full contract year shall have the annual dues amount prorated in accordance with the relationship the number of their scheduled work day's bears to one hundred ninety (190) days. A computer printout or accurate listing of employees on Association dues deduction shall be sent to the Association, together with the remittance due to the Local, OEA and NEA.

A.1. The District shall provide new bargaining unit members an additional paid orientation time during or prior to in-service week. The District shall notify the Association of new hires at least one week prior to the orientation and shall give the Association time to meet with new bargaining members at the conclusion of the orientation time. If the employer does not conduct new employee information orientations, the Association shall meet individually or at group meetings for at least thirty (30) minutes and no more than one hundred twenty (120) minutes without loss of employee compensation or leave benefits.

A.2. The District shall provide the Association with a list of employees employed by the District. The Association will be advised of new hires and terminations, which become effective during the school year within ten (10) days following the effective date of such changes.

B. OTHER DEDUCTIONS:

Upon appropriate written request from the employee, the District shall deduct from the salary of any employee and make appropriate remittance for approved deductions such as: TSAs (403b, 457), Section 125, Disability Insurance, AFLAC, etc. all of which are monitored by our third party Carruth Compliance. A list of approved vendors can be found on the Carruth website, under Santiam Canyon School District. If the vendor is not on the list, there is an option for vendors to become eligible.

In addition to the foregoing, the District, upon appropriate authorization of the employee, shall deduct from the salary of any employee and make proper remittance for any other plans or programs jointly approved by the Association and the Board. The District shall have the right to refuse to honor any deduction request, which it in good faith believes, creates or has the potential for creating a legal liability or a cost that is in addition to the nominal processing cost associated with providing the deduction.

ARTICLE 4, GRIEVANCE PROCEDURE

A. DEFINITIONS:

1. Grievance: A grievance is a claim by an employee, group of employees, or the Association of a violation of a specific provision of the Agreement.
2. Grievant: A grievant is the person(s) or the Association making the claim.

B. TIME LIMITS:

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process.

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

The time limits specified may be modified only by written agreement between the parties.

This grievance procedure is established for the sole and expressed purpose of resolving any disputes, which may arise during the term thereof and shall apply only to disputes which arise during the term or relate to rights which accrue or vest during the term of this Agreement.

For the purpose of this Article, "day" shall mean all scheduled teacher contract days as reflected in the school calendar, excluding holidays, except that during the summer vacation period, days shall mean all days (Monday through Friday and excluding holidays) that the District office is open for business.

C. PROCEDURE:

Step 1-a: Informal Discussion:

The grievant may first discuss his/her grievance with his/her principal informally.

Step 1-b: Principal:

If the grievant is not satisfied with the verbal decision of his/her principal, he/she shall file a written grievance with his/her principal within twenty (20) days following the date of the act or the onset of the condition, which constitutes an alleged violation of this Agreement. The written grievance shall as a minimum set forth the following:

1. The specific District action which is the cause of the grievance.
2. The Article(s) and section(s) or paragraph(s) thereof that the grievant believes was violated.
3. What action the District should take to correct the situation. The principal shall then render his/her written decision to the grievant within ten (10) days

Step 2: Superintendent:

If the grievant is not satisfied with the written decision rendered by the principal, he/she shall then appeal said decision in writing to the Superintendent of Schools within five (5) days following the principal's written decision. The Superintendent will then review the appeal, meet with the grievant and give a written decision to the grievant within ten (10) days following the date the appeal was received.

Step 3: School Board:

If the grievant is not satisfied with the written decision rendered by the Superintendent, he/she may then appeal said decision in writing to the District Board of Directors within five (5) days following receipt of the Superintendents written decision. The Board will review the Superintendents decision at the next regularly scheduled meeting and give the grievant a written decision within ten (10) days of said meeting.

Step 4: Arbitration:

Disputes about the interpretation of this Agreement may be submitted to arbitration in accordance with the following procedures:

a. Written notice of a request for arbitration must be made by the Association to the Superintendent/School Board within ten (10) days of receipt of the Superintendent/Board's answer in either step 2 Superintendent or step 3 School Board

b. The issue must involve the interpretation or meaning of a specific provision(s) of this Agreement.

c. When a timely request has been made for arbitration, the parties or their designated representatives shall attempt to select an impartial arbitrator. Failing to do so, either party may, within five (5) days of the date of receipt of the appeal, request a list of five (5) arbitrators from the Employment Relations Board, or any other mutually agreeable body. Within five (5) days of the date of receipt of the list, the parties or their designated representatives shall determine by lot the order of elimination, and thereafter each shall, in order, alternately strike a name from the list, and the fifth (5^{th}) and remaining name shall act as the arbitrator. The arbitrator shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written decision. The arbitrator shall have no power to advise on salary adjustments, except as to the improper application thereof, nor to add to, subtract from, modify, or amend any terms of this Agreement.

The arbitrator shall have the power only to interpret this Agreement and determine if it has been violated. A decision of the arbitrator shall be submitted to the District and the Association and shall be final and binding on both parties.

d. The Board and the Association will share equally any joint cost of the arbitration procedure, such as the fee and expense of the arbitrator and the cost of the hearing room.

D. GENERAL PROVISIONS:

1. **Representation:** The grievant shall have the right to be represented at each level of the grievance procedure by an Association representative.
2. **Forms:** Forms for processing grievances shall be prepared by the District and distributed to the appropriate buildings.
3. **Employee Grievances:** An individual employee or group of employees may at any time present grievances to the District and have such grievances adjusted, without the intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement and if the Association has been given opportunity to be present at the adjustment.
4. **Right to File Grievances:** Both the District and the Association recognize that there will be, from time to time, differences of opinion based upon the interpretation of the negotiated Agreement. The District and Association also recognize that processing these differences through the grievance procedure creates a process that focuses solely on the issues involved. Therefore, the District and Association agree there shall be no adverse action taken against any individual by reason of participation in the grievance procedure. However, inasmuch as the subject of this subsection is also covered by law, any claimed violation of this provision shall be processed as a violation of law and not as a violation of this Agreement.
5. **Files:** All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file.
6. **Board Communication:** A copy of all inter-party communications at Superintendent and arbitration level will be sent to the Board.

ARTICLE 5, COMPLAINT PROCEDURE

A. PROCESSING OF COMPLAINTS:

Written complaints made by students or parents, or a Board member regarding employee performance which individually or collectively appear to have merit, shall be processed as follows:

1. **Employee to be Interviewed:** Except in extenuating circumstances, the subject of the complaint shall be advised of the nature of the complaint(s) within fourteen (14) Calendar days and given an opportunity to meet with the supervisor and discuss the matter.

2. **Clarifying Specifics:** If the specifics of the complaint or complaints are in question, a meeting may be arranged between the employee and the individual or group of individuals making the complaint, if the District and if the individual or individuals making the complaint are agreeable to such a meeting.

   Such meeting shall be for the sole purpose of arriving at a full understanding of the specifics of the allegations involved and shall have a member or members of the administration and, if the employee requests, an Association representative present.

3. **Disposition:** If the complaint in question is judged to have merit, the District may:

   a. Utilize the complaint as the basis for the disciplinary action pursuant to Part C, Article 24.A. (Licensed Just Cause Provision) and Part B, Article 14.E.1. (Classified Just Cause Provision).

   b. Utilize the complaint as the basis for comment and recommendation in a subsequent evaluation.

B. RECORD OF COMPLAINTS:

Any complaint which the District administrators choose not to discuss with the employee and any complaint that is not processed in accordance with the above steps shall not be placed in or become a part of the employee's personnel file.

C. LIMITATIONS:

Notwithstanding the foregoing, it is expressly understood that the provisions of this Article shall place no restriction whatsoever upon the manner in which the District may non-renew a probationary employee or discharge a non-probationary employee. Specifically, no arbitrator shall have the authority to find the District in violation of the provisions of this Article or to order reinstatement of employment or any other relief if the aggrieved employee has been non-renewed or dismissed. The District shall also not be required to utilize the provisions of this Article if the issue is to be turned over to authorities as a violation of law.

D. VERBAL REPRIMAND

It is understood that in all circumstances the criticism and/or verbal reprimand of an employee by a supervisor, administrator, or board member shall be made in private.

ARTICLE 6, PERSONNEL FILES

Each employee shall, exclusive of material obtained prior to the date of employment, receive a copy of any material that is to be placed in his or her personnel file.

Each employee, and anyone designated in writing by the employee as his or her representative, shall have the right, upon reasonable advance request, to review the contents of his/her own

personnel file exclusive of references/placement files and other materials received prior to the date of employment by the District.

Each employee, and anyone designated in writing by the employee as his or her representative, shall have the right, upon reasonable advance request, to review the contents of his/her own working file.

At the request of the employee, the District shall furnish a copy of such personnel file records. The employee will reimburse the District for the actual cost of providing this service.

The employee shall have the right to make and have included in the personnel file a written statement relating to any evaluation, reprimand, or other document relating to his or her job performance which has been placed in the personnel file. Such written statements must be provided within thirty (30) days of any evaluation, reprimand or other document relating to his/her performance which has been placed in his/her personnel file.

The employee may request the removal of any personnel file material that he or she feels is no longer appropriate for inclusion in the file. Such material shall not, however, be removed from the file unless the Superintendent agrees that the material in question should be removed.

Any non-probationary employee's working file shall be cleared out at the end of an evaluation cycle, or two (2) years, whichever occurs later.

ARTICLE 7, INSURANCE BENEFITS

A. DISTRICT CONTRIBUTION:

For the 2022-2023 year, the District shall pay insurance premiums, with a monthly cap of one thousand thirty nine dollars (**$1039**).

For the 2023-2024 year, the District shall pay insurance premiums, with a monthly cap of one thousand fifty dollars (**$1050**).

For the 2024-2025 year, the District shall pay insurance premiums, with a monthly cap of one thousand one hundred dollars (**$1100**).

Current plans include medical, dental, vision and orthodontia. The district pays the composite rate on all of these plans. Any change in the selection of plan/s or carrier/s during the period of the agreement shall be by the mutual agreement of the District and the Association.

Members who elect to enroll in a high deductible plan may use the difference between the plan's composite rate and the district's cap as a contribution to a health savings account.

The "insurance year" as used herein shall be the premium that is paid for coverage from October 1 through September 30 of the following year. If an employee has a spouse who also works for the District, only one insurance plan (family or employee and one dependent as applicable) shall be made available for the family; however, the maximum District contribution towards the cost of such insurance plan shall equal the sum of each individual employee's District contribution towards the cost of insurance.

In the event the above-specified amounts do not cover the full cost of insurance, the District shall allow employees to authorize a payroll deduction to pay the difference between the actual cost and the District contribution.

Members who opt out of District provided medical insurance and provide proof of other medical insurance coverage shall receive a maximum of two hundred eighty three dollars ($283.00) per month of monies contributed into a Health Savings Account (HSA) or other

equivalent like-health service, such as, Flexible Health Spending, Long-Term Disability, Accident Insurance or Cancer Coverage.

B. LICENSED PART-TIME:

Teachers working less than full time but at least half-time will receive a prorata insurance contribution the relationship their regularly scheduled hours of work bear to those of a full-time employee.

C. CLASSIFIED PART-TIME:

Employees who are regularly scheduled to work seven (7) or more hours per day shall be eligible to receive the maximum monthly District contribution specified above.

Classified employees who are regularly scheduled to work four (4) or more hours per day but less the seven (7) hours per day shall be eligible to receive a prorata District contribution towards the cost of insurance that is equal to the relationship their regularly scheduled work day bears to eight (8) hours. No employee who works less than seven (7) hours shall be required to have insurance if doing so would require a payroll deduction.

D. SUMMER RECESS PERIOD:

Those nine (9) month classified employees who worked the full school year prior to the summer recess period in question, and only such employees, shall continue to receive the same District contribution towards the cost of insurance through the summer recess period as was received for the prior school year.

E. INSURANCE COMMITTEE

The Insurance Committee will be comprised of bargaining unit members appointed by the Association, if the Association feels a committee is needed. Plan options for the following calendar year shall be selected by the Insurance Committee prior to June 20. The District will act in an advisory capacity and provide relevant information to the Insurance Committee.

ARTICLE 8, NON-DISCRIMINATION

The District and Association are committed to the practice of non-discrimination.

A claim of discrimination may be processed through Levels 1 and 2 of the grievance procedure, but shall not be pursued to Step 3, arbitration, or otherwise serve as the basis for a claim of a violation of this Agreement. All discrimination questions not resolved through Levels 1 and 2 may then proceed to the Oregon Bureau of Labor and Industries or the Equal Employment Opportunity Commission.

ARTICLE 9, 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 be deemed invalid, but all other provisions or applications of this Agreement shall continue in full force and effect.

ARTICLE 10, PERS PAYMENT

Effective July 1, 2019, the District will pick up both the employee and employer's portions to the Public Employee Retirement System (PERS) for the employee members then participating in the PERS and Oregon Public Service Retirement Plan (OPSRP). The employer shall report the total amount of personal illness days in an employee's account to PERS.

ARTICLE 11, BUILDING AND DISTRICT COMMITTEE WORK

Licensed staff and Classified staff who volunteer or are asked to serve on Building or District committee, shall receive one District Professional Development Unit (PDU) upon their completion of one (1) hour of service.

Hours of service for each member will be recorded by the committee chair and submitted to the District office.

PART B, CLASSIFIED EMPLOYEE PROVISIONS

ARTICLE 12, MANAGEMENT RIGHTS

A. GENERAL RIGHTS:

Without limitation but by way of illustration, the exclusive prerogatives, functions, and rights of the District shall include the following:

1. To determine the services to be rendered to the citizens of the District.
2. To determine and to execute the District's financial, budgetary, and accounting procedures.
3. To direct and supervise all operations, functions, and policies in which the employees in the bargaining unit are employed, except as otherwise specifically provided for in this Agreement.
4. To manage and direct the work force, including, but not limited to, the right to determine the methods, processes, and manner of performing work; the right to hire, promote, and retain employees and to transfer employees; the right to determine and to change from time to time the number of daily and weekly hours that an employee works; the right to lay off employees; the right to abolish positions or reorganize departments; the right to determine schedules of work.
5. To purchase, dispose of, and assign equipment or supplies.
6. To establish, revise, and implement standards for hiring, classification, promotion, quality of work, safety, materials, and equipment, except as otherwise specifically provided for in this agreement.
7. To implement new and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities, and standards.
8. If the District is considering the contracting of work which will result in the layoff of any employees, it will provide notice to the Association not less than thirty (30) days prior to the date that the decision to contract the work is finalized. The District shall comply with ORS 279B.030. If the District wishes to contract out work, it will bargain the decision and the impact with the Association.

1. To assign shifts, work days, hours of work, and work locations.
2. To designate and to assign all work duties.
3. To introduce new duties within the unit.
4. To determine the need for and the qualifications of new employees, transfers, and promotions, except as provided for herein.
5. To train, discipline, suspend, demote, or discharge an employee, except as provided for herein.

B. WAIVER:

The parties acknowledge that during the negotiation which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in full in this Agreement. Therefore, the District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter that is covered by this Agreement.

ARTICLE 13, HOURS AND OVERTIME

A. WORK WEEK:

The work week shall consist of not more than five (5) consecutive days.

Employees or supervisors may propose a four (4) day workweek, ten (10) hour days (4/10) during the summer months and during the spring break. Proposals will be made with reasonable advance notice in order to arrange the schedules. Employees will make their requests to their immediate supervisors. 4/10 schedules must be mutually agreed upon by the employee and the immediate supervisor. If other employees are impacted by this schedule they will be given the opportunity to provide input prior to the decision being made. Any week that contains a paid holiday will not be worked on a 4/10 schedule.

B. OVERTIME:

An employee shall not be required to work in excess of forty (40) hours per week without compensation at one and one-half (1 1/2) times that employee's regular hourly rate of pay. Employees working a 4/10 workweek shall receive overtime as described above for time worked in excess forty (40) hours in one week. Such overtime compensation shall be paid in cash or in compensatory time off at the option of the District. Upon termination of employment, all accrued but unused compensatory time off shall be paid in cash.

C. CALL BACK AND REPORTING PAY:

If an employee is required to work for a period of time that is not contiguous to his or her regularly scheduled work hours, he or she shall be credited with two (2) hours of work or the actual number of hours worked, whichever is greater. It is recognized that employee workdays may from time to time be canceled or curtailed due to inclement weather or for other cause. If an employee is not notified of the school closure or other cancellation of work prior to his or her arrival at work due to inclement weather or for other reason, the employee shall receive a minimum of two (2) hours of pay.

D. MEAL PERIODS:

A non-paid meal period of no less than thirty (30) minutes in duration or greater than one (1) hour in duration shall be allowed for all employees who work more than five (5) hours per day. The District may, at its discretion, also schedule a non-paid meal period for employees who work more than three (3) hours per day.

E. NOTICE OF ASSIGNMENT:

Each employee shall be provided notice of anticipated job location and assignment, who the supervisor(s) are, hourly pay rate, and anticipated daily hours of work prior to the end of the school year.

ARTICLE 14, EMPLOYEE RIGHTS

A. VACANCIES:

Before any bargaining unit vacancy is filled, it shall be sent in a District email, posted on the District web page and posted on a bulletin board in each building, for a period of not less than

seven (7) days. Such vacancy announcement shall include a listing of the required qualifications for the job, the application procedures, and deadline for application. Any position that is to be filled by an employee returning from leave, by demotion, or lateral transfer shall not be subject to the provision of this Section.

Employees may apply for vacancies for which they qualify. Applicants shall be given preferential consideration if their qualifications are equal to those of outside applicants. When two (2) or more employee applicants are considered equal, District seniority shall be the determining factor.

A position that is to be filled by a temporary or substitute employee need not be posted as provided above; however, such employee shall not be converted to a bargaining unit position until after it has been posted as a vacancy.

A substitute or a temporary employee shall not become a regularly employed classified employee who is subject to the terms of this Agreement unless the position in question has, pursuant to this Section been announced as a vacancy and the incumbent temporary or substitute employee has been selected as the successful applicant in accordance with such competitive selection procedures as the District may employ.

Summer Employment Vacancies: a notice of District summer positions shall be posted on a bulletin board in each building for a period of not less than seven (7) days. The posting will identify the title of the position and list the necessary qualifications.

B. POSITION DESCRIPTIONS:

If changes are to be made in the position description of any employee, that employee will be notified, given an opportunity to discuss the changes with the appropriate supervisor, and given an opportunity to provide suggestions regarding the changes.

The District and the Association may review position descriptions annually for accuracy, upon request of either the District or the Association.

C. EVALUATIONS:

Evaluations shall be reduced to writing and discussed with the employee prior to the entry of the evaluation into the personnel file.

The Association may make suggestions regarding evaluation procedures.

Evaluations shall be based on the employee's job description and other relevant criteria.

D. PROBATIONARY PERIOD:

1. **General Provisions:** Except as otherwise provided for in this Agreement, new probationary employees and promotional probationary employees shall be entitled to all the benefits of this Agreement. The period of the summer vacation shall not be counted towards completion of the probationary period, nor shall it result in the elimination of probationary service credit accrued for any probationary service rendered prior thereto.
2. **New Employee Probationary Period:** Any employee who has worked less than six (6) months since the most recent date of hire shall be considered on probation and, as such, may be subject to discharge at will and without showing of cause by the District.
3. **Promotional Probationary Period:** Any employee who has worked less than six (6) months since the date of appointment to the current classification shall be considered to be on a promotional probationary period and, as such, may be subject to an involuntary return

to the prior classification at will and without showing of cause by the District. The District shall not, however, return an employee to his/her prior position, pursuant to the above, unless it has been determined that the employee is failing to satisfactorily perform the duties of the new position.

Any employee who is promoted to a job classification with a higher maximum rate of pay that is in the same employment area, *i.e.*, custodial, clerical, aide, and food service, shall be placed at the lowest step of the new pay range that is higher than his or her previous rate of pay.

E. EMPLOYEE DISCIPLINE:

1. **Just Cause:** Except for employees fulfilling the six (6) month probationary period, no employee shall be subject to a written reprimand, suspension without pay, temporary reduction in salary, demotion or termination without just cause.
2. **Right to Appeal:** If an employee has been disciplined, he or she shall have the right to choose one of the following to appeal the disciplinary action:
   a. **Grievance Procedure:** An employee may appeal the disciplinary action through the Grievance Procedure as provided for in Part A, Article IV of this Agreement.
   b. **School Board**: Any employee who has been subject to any one of the above-specified disciplinary actions shall have the right to appeal such action to the School Board. The appeal must be filed in writing within fifteen (15) days of the date of the disciplinary action. Such appeal must be in accordance with all of the requirements of ORS 342.544.
3. **Election of Remedies:** It is recognized that employees have the right to appeal certain disciplinary action to the School Board under ORS 342.544. The District's agreement to allow such disciplinary actions to be appealed through the grievance procedure as provided for in Paragraph a., above, is to be allowed only when the employee has elected not to exercise his or her rights under ORS 342.544.
4. **Representation:** The parties recognize that an employee is entitled to have a representative of the Association present during any meeting which might reasonably be expected to lead to disciplinary action. Therefore, the District will provide reasonable advance notice to the employee either orally or in writing of the purpose of any meeting which it has reason to believe could result in disciplinary action being taken against that employee.
   a. If the employee request representation by the Association and there is no representative on site, the supervisor may at their discretion, postpone the meeting for a reasonable amount of time to allow the employee to arrange for Association representation.

F. ACTIVITIES AND INTERESTS OF EMPLOYEES:

Personal activities and interests of individuals shall not be of interest to the Board unless they conflict with his or her obligations to the District. In addition, the Board expects that any employment accepted by employees from outside sources will not detract from their effectiveness as school employees.

ARTICLE 15, LAYOFF AND RECALL

The District shall have the right to reassign employees to different work schedules and/or hours without resort to the provisions of this Article.

A. NOTICE OF LAYOFF:

If employee(s) are to be laid off, the employee affected shall be notified at least two (2) weeks prior to the effective date thereof. A regular full-time employee seven and a half to eight (7.5 – 8.0) hours is reduced to below seven and a half (7.5) hours it shall be considered a layoff. If a regular part-time employee (.5 – .49 hours) is reduced to below five (5) hours it shall be considered a layoff.

Layoffs will be by inverse order of seniority with the District within the classification affected by the layoff. The job classifications are as follows:

- Head Cook
- Cook's Aide
- Aide
- Secretary
- Head Custodian/Groundskeeper
- Custodial Aide
- Office Manager

It will also be considered a layoff when an employee loses paid vacation, loses full insurance benefit, loses the ability to receive prorated insurance benefit or loses PERS eligibility. Employees choosing to bump into positions with lesser hours or lower pay shall retain all recall rights.

B. LAYOFF:

Layoff will be by inverse order of seniority with the District within the classification affected by the layoff. However, the District may exempt employees from layoff if it makes a determination that the skills and abilities possessed by the exempted employee are not possessed by more senior employees and, further, that such skills and abilities will be needed after the layoff has occurred.

For all purposes of this Agreement, the employee's seniority shall be the length of his or her service since his or her most recent date of hire and excluding any month in which the employee was in a non-paid leave status for a minimum of ten (10) days. Summer recess and other regularly scheduled vacation periods shall not be considered non-paid leaves.

C. RIGHT TO RETREAT:

If an employee previously served in a classification other than the one of current assignment and if he or she possesses greater District seniority than other employees not otherwise slated for layoff, the employee upon request shall be allowed to displace or "bump" less senior employees in such classification.

D. RECALL:

1. Employees who are laid off shall be recalled by the District in order of seniority as vacancies in their classification occur. No new employees shall be hired in a job classification from which employees have been laid off until all laid-off employees have had an opportunity to return to work.
2. In the event of recall, the District shall notify the employee by certified letter at the last address filed in writing with the District.
3. The assumption will be made that an offer for a position is rejected if:
   a. The laid-off employee or his/her agent does not respond within seven (7) calendar days of receipt of a job offer.
   b. If the recipient, after accepting a position, does not report to work on the specified reporting date, unless disabled. Such reporting date shall be not less than fifteen (15) days after the date of receipt of an offer of a position.
   c. If the laid-off employee cannot be reached (post office return of certified letter) at his or her address of record as maintained by the District.
4. A laid-off employee who refused a position for which he or she is qualified and that is in the same classification as the position that was held prior to the layoff will thereafter be considered only as a new hire.
5. Except as provided above, all employees shall remain on the recall list and be eligible for recall for one (1) year from the date of the layoff.
6. Employees may reject a recall to a lesser position without jeopardizing recall rights. Employees who accept a recall to a lesser hour position will remain on the recall list for the balance of hours due. This partial recall will not affect the length of eligibility for recall as stated in #5 above.

E. TEMPORARY FURLOUGH:

An exception to the layoff provisions of part B of this Article shall be allowed in the event of a temporary closure of an entire building or facility due to an emergency. In such instance, the District shall have the right to lay off employees within those facilities without regard to seniority or other contractual considerations. In no event may such temporary furlough exceed a period of thirty (30) calendar days. If the affected building or facility must remain closed for a period exceeding thirty (30) days, the Association shall meet with the District upon request to determine options available to the District and affected employees.

F. BENEFITS:

While on layoff, an employee shall retain previously accrued seniority but shall not continue to accrue seniority. No insurance or other benefits shall be provided for the period of the layoff. An employee who is on temporary furlough shall continue to accrue seniority and shall also receive insurance benefits on the same basis as would apply if he or she were employed.

ARTICLE 16, LEAVES WITHOUT PAY

A. REQUESTS:

The District may grant leaves of absence without pay for a specific period of time up to one (1) year for health reasons, parental leave, family needs, study or travel. Requests for leave and responses to such requests must be in writing. The District may replace the employee on leave with a temporary employee up to one year. The temporary employee who is hired to replace the employee being granted this leave shall have no further rights of employment with the district and shall not be covered by Article 15, part B – Layoff and Recall, after the end of the temporary assignment.

B. SENIORITY:

An employee on such leave shall maintain, but not add to, seniority and sick leave. Upon return from leave, the employee shall be placed in the same classification as listed in the Appendixes and at the same pay rate as was held.

C. BENEFITS:

With the approval of the carrier, employees shall be allowed at his/her discretion to continue under all or any part of the District insurance programs for up to one hundred eighty (180) days, provided that the District shall be paid in advance on a monthly basis for the cost of the premium.

D. FAMILY:

The District shall comply with all state and federal laws (rules and regulations) regarding parental, family and medical leaves. However, in recognition of the fact that both state and federal law have alternative enforcement provisions, the Association shall not pursue a claim of a violation of this Section D to arbitration, to the Employment Relations Board, or to any other agency or court.

ARTICLE 17, PAID LEAVES OF ABSENCE

A. SICK LEAVE:

Employees shall be granted sick leave without loss of pay at the rate of one (1) day per month worked. Less than eight (8) hour per day employees shall earn sick leave based on the number of hours normally worked each day.

Sick leave shall be credited on the first working day of the month. A doctor's certificate may be required by the District for an absence of four (4) or more consecutive days. Employees may use sick leave days in case of an injury/illness in the employee's family or member of the household and for the purposes described in ORS 653.616.

Leave shall be taken in not less than one half (½) day increments when that leave is dependent upon a substitute. When a substitute is not needed to cover the leave and/or the administrator approves of a shorter leave time, increments must be by the one (1) hour.

B. BEREAVEMENT:

Employees shall be allowed up to five (5) days per incident with pay for necessary time off for absence resulting from the death in the family (not be deducted from sick leave accumulated) for a member of the immediate family of the employee.

OAR 839-009-0210(7) "Family member" for purposes of serious health condition leave, sick child leave or leave for the death of a family member means the spouse, same-gender domestic partner, custodial parent, non-custodial parent, adoptive parent, foster parent, biological parent, step parent, parent-in-law, parent of same-gender domestic partner, grandparent or grandchild of the employee, or a person with whom the employee is or was in a relationship of in loco parentis. It also includes the biological, adopted, foster or stepchild of an employee or the child of an employee's same-gender domestic partner. For the purposes of OFLA, an employee's child in any of these categories may be either a minor or an adult at the time serious health condition leave or leave under ORS 659.159(1)(e) is taken.

C. PERSONAL LEAVE:

At the completion of each school year, the District will credit all nine (9) month employees with three (3) days of paid personal leave and all twelve (12) month employees two (2) days of personal leave.

The employee shall give two (2) days advance notice when leave is desired unless circumstances beyond his/her control prevents such advance notice. The District shall have the right to deny any leave that is requested less than two (2) days in advance, unless due to circumstances beyond his/her control, the leave could not reasonably have been requested earlier. In addition, if the number of classified employees requesting personal leave in a single time period creates a situation in which there might not be adequate substitute coverage available, the District may require that the employees requesting such leave provide the general reason for the need for the leave for the purpose of allowing the District to prioritize the authorization of leave requests. However, if a personal leave request has already been granted to an employee it cannot be rescinded in the prioritization process. Leave shall be taken in not less than one half (½) day increments when that leave is dependent upon a substitute. When a substitute is not needed to cover the leave and/or the administrator approves of a shorter leave time, increments must be by the one (1) hour.

Within twenty (20) days of the last teaching day of the school year, each employee shall be paid at their entry rate of pay for their job classification times the number of hours regularly worked each day for each day or portion of a day of personal leave time credited him/her as provided above but not taken. Employees will be allowed to cash out two (2) of their three (3) personal leave days. Employees must notify the District office by June 1st of each year if they wish to rollover days, with a maximum rollover of one (1) day. These remaining days will automatically be paid out.

D. JURY DUTY:

If an employee is summoned to serve on a jury, the District shall grant the employee permission to serve without loss of his/her regular salary, provided the employee turns over to the District all appearance fees, less reimbursement for expenses received. As a condition of receipt of regular pay, the employee shall also return to work if released before the end of his/her regular shift if more than two (2) hours of the employee's shift remains.

E. LEGAL:

Except as provided in Part A, Article 2.E, Association Rights- Meetings, necessary paid leave time will be granted for any legal proceeding connected with the employee's employment or for any other legal proceeding connected with the school system if the employee is not a party to an action being taken against the District. Necessary paid leave time will also be granted for other than duty-connected court appearances where the employee is required by law to attend and provided the employee is not a party in interest. As a condition of receipt of his/her regular pay, the employee shall turn over to the District all appearance fees, less reimbursement for expenses received.

Necessary time off for any court or other appearance that an employee is compelled by law to attend but that does not qualify for paid leave as provided above shall qualify for leave without pay.

F. VACATION:

1. **Accrual:** Full-time, twelve (12)-month employees shall accrue vacation in accordance with the following schedule:

Service Time	Monthly Accrual for each full month worked	Annual equivalent
After 6 months through 7 years	5/6 day	2 weeks
After 8th Anniversary	11/4 day	3 weeks

Upon completion of the new employee probationary period, the employee shall be credited with five (5) days of vacation. Vacation shall be credited to each employee on a monthly basis, and each employee's vacation account shall be limited to a maximum accumulation of 2.0 times the amount of his or her annual accumulation.

2. **Utilization:** Time off for accumulated vacation times shall be taken at the mutual agreement of the District and the employee. No more than one (1) vacation day may be taken on consecutive student contract days. Upon termination of employment, all accumulated vacation shall be paid in cash to the employee or, if applicable, to his/her estate.

3. **Optional Vacation Buy Out:** Employees who have accrued three weeks of vacation may choose to cash in a maximum of five (5) days of vacation for payment. For each day of vacation cashed in, employees shall receive the rate of pay that they are presently being paid for their job classification times the number of hours that they normally work during their regular day. Employees will notify the District Office after May 30th and before June 15th if they wish to cash in any of their vacation days. Payment will be made before June 30th.

H. HOLIDAYS:

Nine (9)-month employees shall receive the following paid holidays:

Labor Day
Presidents Day*
Veterans Day
Thanksgiving Day
Christmas Day
Memorial Day

Twelve (12) - month employees shall receive the following paid holidays:

New Year's Day
Presidents Day*
Memorial Day
Juneteenth Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day

- Presidents Day is to be observed as a paid holiday only if the day of observance is a holiday for students

Each employee who works the last regularly scheduled workday (normally Monday through Friday) before and the first regularly scheduled day after any of the above listed holidays shall receive pay for the holiday as if it had been worked.

If the holiday falls on Saturday or Sunday, then Friday or Monday, respectively, shall be observed as the holiday.

If the holiday occurs during an employee's vacation or sick leave, the employee shall receive holiday pay and the day will not be charged against sick leave or vacation.

An employee who is required to work on any paid holiday shall be compensated at the overtime rate for such work.

ARTICLE 18, COMPENSATION

A. HOURLY WAGES:

Employees shall be compensated in accordance with Appendixes of this Agreement.

Within thirty (30) days of the effective date hereof, the District shall begin paying each employee on an hourly basis based upon the actual number of hours worked.

B. MILEAGE REIMBURSEMENT:

Upon advance approval of his/her principal or immediate supervisor, employees required in the course of their work to drive personal automobiles from one school building to another shall be reimbursed at the approved Internal Revenue rate. The same allowance shall be given for use of personal cars for authorized business of the District.

C. ACTING IN CAPACITY:

An employee who is assigned to work in a higher classification for five (5) consecutive days or more shall be paid retroactive to the first day at the beginning rate for such higher classification or at five (5) percent over his/her current rate, whichever is greater.

D. CHANGES IN HOURS/DAYS:

1. When the District deems it necessary to increase or decrease the working hours within a classification, the District will discuss the matter with the Association and, if possible, divide the increase or decrease between all members of a similar classification.
2. Prior to hiring new individuals to a classification, the District will make every effort to increase the hours and/or days of the members of the classification.
3. Changes in hours/days: Employees will be given two weeks written notice of any change in the number of days or the number of hours in the signed work agreement.
4. If insurance, vacation or PERS benefits are affected by changes in hours or days, every effort shall be made to do so in inverse order of seniority.
5. Notwithstanding the previous provisions of this Article, if a regular full-time employee seven and one half to eight hours (7.5 to 8.0 hours) is reduced below seven and one half (7.5) hours it shall be considered a layoff. If a regular part-time employee five to seven and 49 one hundredth of an hour (5 to 7.49 hours) is reduced below five (5) hours it shall be considered a layoff.

E. EXTRA DUTY ASSIGNMENTS

Classified employees who are assigned to supervise at dances, athletic events or student extra-curricular events will be compensated at fifteen dollars ($15.00) per hour for the assignment.

F. CLASSIFIED TUITION REIMBURSEMENT

Classified employees shall be paid at the current Chemeketa Community College tuition rate for their first three (3) credit hours as the pool allows. If funds from the pool remain, after all receipts and grades have been turned in no later than June 15th the remaining funds will be distributed on a prorated credit basis, not to exceed the CCC rate. Reimbursement payments will be made no later than June 30th. All courses for which tuition is to be reimbursed shall be approved by the Classified employees immediate supervisor and the proper request form must be filed and signed at the District office prior to beginning the course. The total pool amount for all Classified employees shall be thirty five hundred dollars ($3,500.00).

G. PAYROLL OPTIONS

Classified employees, who work only during the school year, shall receive their pay over twelve (12) months. Overtime pay will be paid out as earned. Extra duty contracts may be spread out over twelve (12) months and payment for supervisory duty will be paid out as earned.

PART C, LICENSED EMPLOYEE PROVISIONS

ARTICLE 19, MANAGEMENT RIGHTS

A. GENERAL RIGHTS:

It is recognized that the Board has and will continue to retain the rights and responsibilities to operate and manage the school system and its programs, facilities, properties and activities of its employees.

Except as limited by this Agreement, and without limiting the generality of the foregoing above, it is expressly recognized that the Board's operational and managerial responsibilities include:

1. The right to determine location of the schools and other facilities of the school system including the right to establish new facilities and to relocate or close old facilities.
2. The determination of the financial policies of the District, including the general accounting procedures, inventory of and procedures related to supplies and equipment.
3. The determination of the management, supervisory or administrative organization of each school or facility in the system and the selection of employees for promotion to supervisory, management or administrative positions.
4. The executive management and administrative control of the school system and its properties and facilities.
5. The determination of safety, health and property protection measures subject to applicable state and federal statutes.
6. The right to enforce the policies, rules and regulations now in effect and to establish new policies, rules and regulations from time to time not in conflict with this Agreement.
7. The hiring of all employees and to determine their qualifications and the conditions of their continued employment or their dismissal or demotion or promotion and transferring all such employees.
8. The right to relieve employees from duty for poor or unacceptable work.
9. The creation, combination, modification or elimination of any teaching position.
10. The determination of the size of the working force, the allocation and assignment of quality standards and judgment of employee performance.
11. The determination of the layout, the equipment to be used and the right to plan, direct and control school activities.
12. The determination of the processes, techniques, methods and means of teaching and the subject to be taught.
13. The right to establish and revise the school calendar, establish a time for each employee to report to work, to schedule classes and assign workloads.
14. The right to select textbooks, teaching aids and materials. The District shall include teachers in the process that is used to select such materials.
15. The right to employ distance learning technology for the purpose of utilizing non-District personnel to provide instruction to District students, subject only to the provisions of C

below, and to utilize District personnel to provide instruction to students in other districts. When practicable, the District will consult affected teachers before selecting the provider(s) of distance learning and before agreeing to provide distance learning to other schools.

B. WAIVER:

The parties acknowledge that during the negotiation which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in full in this Agreement. Therefore, the District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter that is covered by this Agreement.

C. CONTRACTING AND SUBCONTRACTING:

The Association recognizes that the District shall have the right to make and to implement decisions relative to the contracting and subcontracting of work as it may determine. However, if the District is to contract work presently and regularly performed by members of the bargaining unit, and provide such contracting will have an impact on the bargaining unit, the District will, upon timely demand, bargain such impact with the Association. Although impact bargaining may be initiated prior to the implementation of such contracting or subcontracting, the District shall have the right, notwithstanding the provisions of ORS 243.650 to 243.782, to implement the contracting in question prior to the completion of such impact bargaining. Impact bargaining, if entered into, will be conducted in accordance with the process and procedures specified in the Public Employee Collective Bargaining Act and shall, include the right to strike.

ARTICLE 20, PAID LEAVES

A. SICK LEAVE:

1. Sick leave shall be as provided for in ORS 332.507 and ORS 653.601 to 653.661.
2. Leave shall be taken in not less than one half (½) day increments when that leave is dependent upon a substitute. When a substitute is not needed to cover the leave and/or the administrator approves of a shorter leave time, increments must be by the one (1) hour.
3. When a teacher will be absent from work, he/she shall give notice to the principal or the person designated by the Superintendent to receive such notice. If the absence is for consecutive days, the principal should be notified of the probable date of return. The Superintendent may require substantiation of said illness.
4. A teacher returning from any illness, whether or not sick leave benefits have been paid, may be required to submit to a medical doctor's certificate of health prior to returning to work, in order to safeguard the health of students and fellow employees.
5. The District will not be liable for payment of any unused sick leave upon termination of an employee for any reason.
6. Any employee obtaining sick leave benefits by fraud, deceit, or falsified statement shall be subject to disciplinary action.

7. Sick leave days will be credited from first day of service.
8. Employees' may use sick leave days in case of an injury/illness in the employees' family or member of the household and for the purposes described in ORS 653.616.

B. BEREAVEMENT:

Employees shall be allowed up to five (5) days per incident with pay for necessary time off for absence resulting from the death in the family (not to be deducted from accumulated sick leave) for a member of the immediate family of the employee.

OAR 839-009-0210(7) "Family member" for purposes of serious health condition leave, sick child leave or leave for the death of a family member means the spouse, same-gender domestic partner, custodial parent, non-custodial parent, adoptive parent, foster parent, biological parent, step parent, parent-in-law, parent of same-gender domestic partner, grandparent or grandchild of the employee, or a person with whom the employee is or was in a relationship of in loco parentis. It also includes the biological, adopted, foster or stepchild of an employee or the child of an employee's same-gender domestic partner. For the purposes of OFLA, an employee's child in any of these categories may be either a minor or an adult at the time serious health condition leave or leave under ORS 659.159(1)(e) is taken.

C. PERSONAL LEAVE:

At the commencement of each school year, the District will credit all licensed employees with three (3) days of paid personal leave.

The employee shall give two (2) days advance notice when leave is desired unless circumstances beyond his/her control prevent such advance notice. The District shall have the right to deny any leave that is requested less than two (2) days in advance, unless due to circumstances beyond his/her control, the leave could not reasonably have been requested earlier. In addition, if the number of licensed employees requesting personal leave in a single time period creates a situation in which there might not be adequate substitute coverage available, the District may require that the employees requesting such leave provide the general reason for the need for the leave for the purpose of allowing the District to prioritize the authorization of leave requests. However, if a personal leave request has already been granted to an employee it cannot be rescinded in the prioritization process.

Leave shall be taken in not less than one half (½) day increments when that leave is dependent upon a substitute. When a substitute is not needed to cover the leave and/or the administrator approves of a shorter leave time, increments must be by the one (1) hour.

Employees may elect to substitute their personal leave for any days that are "cut" from the school year calendar.

Within twenty (20) days of the last teaching day of the school year, each employee shall be paid an amount of money equal to the substitute teacher's daily rate for each day of personal leave credited him/her as provided above but not taken. Employees will be allowed to cash out two (2) of their three (3) personal leave days. Employees must notify the District office by June 1st of each year if they wish to rollover days, with a maximum of one (1) day that can be rolled to the next year These days will automatically be paid.

D. JURY DUTY:

If a teacher is summoned to serve on a jury, the District shall grant permission to serve, without loss of regular salary, provided that if a fee is received for these services it shall be submitted to the District. However, the teacher shall retain all monies collected for mileage and expenses while on jury duty. Upon early release from jury duty, the teacher is expected to report to his/her assigned building if reasonably able to do so by the beginning of afternoon classes.

E. LEGAL:

Necessary leave time will be granted for any legal proceeding connected with the teacher's employment with the school system or any other legal proceeding, if the teacher is required by law to attend. This leave shall be without loss of regular pay provided the teacher turns over to the District any fee received. However, such leave shall be without pay if the employee is:

1. Involved as a litigant or appearing as a party in interest to the proceeding; or
2. Appearing as a representative of the Association; or
3. Appearing on behalf of an action being taken against the District.

ARTICLE 21, NON-PAID LEAVES

A. PARENTAL LEAVE:

The District shall comply with all state and federal laws (rules and regulations) regarding parental, family and medical leaves. However, in recognition of the fact that both state and federal law have alternative enforcement provisions, the Association shall not pursue a claim of a violation of this Section A to arbitration, to the Employment Relations Board, or to any other agency or court.

B. LONG-TERM LEAVE:

The District may, at its discretion, grant leave where good cause for the leave exists and if a qualified substitute is available.

C. GENERAL LEAVE PROVISIONS:

The following shall apply to Parental and Long-Term Leave.

1. A teacher on said leave desiring to return to service at the start of the next school year shall notify the Superintendent in writing by April 1, stating his/her desire to return.
2. A teacher shall have the option to maintain full insurance benefits or the option to select any part or parts thereof at the employees' expense (providing the insurance carrier agrees).
3. A teacher on said leave shall continue to be listed with the Public Employee Retirement System so that the teacher will not be removed from its active list.
4. All previously accrued benefits to which a teacher was entitled at the time his/her leave began, including unused accumulated sick leave, will be restored to him/her upon his/her return to active employment, and he/she will be placed on the proper step of the salary

schedule for his/her current position according to his/her experience and education. A teacher will not receive increment credit for time spent on leave.

5. If a teacher meets the minimum district requirements for rehiring, he/she will be rehired.

D. ADOPTION LEAVE:

A non-paid leave for activities associated with the adoption of a child shall be applied consistent with OFLA/FMLA.

ARTICLE 22, TEACHER WORKING CONDITIONS

A. WORK YEAR:

The schoolwork year shall not exceed one hundred ninety (190) days or fifteen hundred twenty two and one half (1522.5) hours, which shall include a maximum of one hundred eighty (180) days of classroom instruction, four (4) paid holidays, and three (3) grading days (one (1) day at the end of the 2nd and 4th quarters, and two (2) half-days at the end of the 1st and 3rd quarter).

The October in-service day shall be a contract day and a District in-service day. The District shall, however, continue its established practice of providing reimbursement, subject to prior approval, for travel and expenses for those teachers who chooses to attend out of district workshops or conferences on that day that meet with District improvement goals.

B. WORK DAY:

The workday for full-time teachers shall not exceed eight and three quarter (8.75) hours, including the thirty (30) minute, duty-free lunch period required by state statute. The District may, after consultation with the affected teacher(s), extend the regularly scheduled workday, providing an equivalent reduction in the workday is also scheduled for another day or days.

Employees may request and be granted time off during the non-student contact portions of the day, provided an equivalent amount of time is made up at a later date.

A teacher who has need to be absent for a period of time during the workday for other than duty-connected activities may, subject to prior District approval, arrange for another teacher to substitute for him or her. The teacher who is to be absent shall not lose regular pay, and the substituting teacher shall not receive additional compensation when this occurs.

It is intended that the provisions of this part B, "Work Day" be construed so as to be consistent with the past practice of the parties.

C. PREPARATION TIME:

Every full-time teacher shall have a minimum of two hundred twenty five (225) minutes of duty-free preparation time weekly, including at least thirty (30) consecutive minutes each day. When less than five (5) days are worked in a given week, the preparation time for the particular days of the week that are worked shall be the same as would be scheduled if a full week were worked.

All time within the teacher work day not specifically designated as preparation time and excepting the duty-free lunch period shall be considered teacher duty time. Teacher duty time

may be devoted to student instruction, student supervision, faculty meetings, extra preparation, and other activities as determined by the District.

D. INCLEMENT WEATHER:

When schools are temporarily closed due to inclement weather, hazardous, and/or emergency conditions, teacher attendance shall not be required and such days shall not be charged to other paid leaves. However, when schools are closed, the District may adjust the school calendar by adding the missed days to the end of the school year or any other mutually agreeable time. These "made-up days" shall be without additional compensation. The provisions of this section shall not limit the right of the District to layoff employees as provided for in Part C, Article 23 of this Agreement.

E. ACTIVITIES AND INTERESTS OF EMPLOYEES:

Personal activities and interests of individuals shall not be of interest to the Board unless they conflict with his or her obligations to the District. In addition, the Board expects that any employment accepted by employees from outside sources will not detract from their effectiveness as school employees.

F. EVALUATION OF STUDENTS:

Within standards adopted by the District, the teacher shall have the authority and responsibility to determine the individual grades and other evaluations of students within his/her classes. No grade or evaluation shall be changed without consultation with the teacher, except when such consultation is not practicable because of the absence of one or both parties. If the administrator makes a grade change without the concurrence of the teacher, the administrator shall so indicate by signing and dating the grade book.

G. STUDENT DISCIPLINE:

1. School principals will meet with the employees in the beginning of the school year (no later than the second week in October) to establish and/or review building discipline standards and procedures to ensure uniform enforcement of building standards.
2. These standards and procedures shall include, but not be limited to:
    a. Behavioral standards and expectations for students.
    b. A procedure to be followed when it becomes necessary to remove a student from the classroom.
    c. A procedure for involving the student's parents or guardians when the circumstances indicate that this is necessary.
3. Before the end of the school year, each building administrator will review and revise, where indicated, the established student discipline policy that he/she intends to utilize for the following school year. As a part of that review, building staff will be given an opportunity to recommend changes in the established policy.

H. NOTICE OF JOB ASSIGNMENT:

The District shall provide all licensed employees with notice of preliminary building, and as applicable, subject and grade level assignment prior to the end of the school year.

ARTICLE 23, LAYOFF AND RECALL

A. The District shall determine when a reduction in staff is necessary and which program(s) will be affected. However, the District agrees that such layoffs shall be implemented in accordance with the following procedure:

B. Whenever the Board determines that a layoff may be necessary it shall immediately notify the Association. Teachers who may be affected shall be notified at least thirty (30) days prior to the effective date of the layoff.

C. Before a layoff is instituted, the District shall make every reasonable effort to:

1. Transfer teachers of courses scheduled for discontinuation to other positions for which they are qualified.
2. All temporary teachers shall be laid off first.
3. Combine positions in a manner which allows teachers to remain qualified so long as the combined positions meet the curriculum needs of the District.

D. If layoff is to occur, the following shall apply: In determining teachers to be retained in the event of a layoff, the District will:

1. Determine whether teachers to be retained hold the proper license to fill the remaining positions. After all licensure issues have been resolved, the District shall:
2. Determine seniority of teachers to be retained, based on the first day of actual service with the District. Ties shall be broken by drawing lots.
3. Length of service in the District shall be defined as calculated from the first day of actual service as teachers with the school district, inclusive of approved leaves of absence. Ties shall be broken by drawing lots.
4. If the District desires to retain a teacher with less seniority than a teacher being laid off under this Article, then it will determine the competence of such teacher. Competence is defined as "the ability to teach a subject or grade level based on recent teaching experience related to that subject or grade level within the last five (5) years, or educational attainments, or both, but not based solely on being licensed to teach."
5. The order of layoff then to be determined by applying seniority with the most senior teacher to be retained to all layoff determinations not made on the basis of license or competence.
6. If the District desires to retain a teacher with less seniority than a teacher being released, the District shall have the burden of proving by a preponderance of the evidence that the teacher being retained has more competence than the teacher with more seniority that is being released.

E. If within twenty seven (27) months of layoff a vacancy occurs within the District for which the laid-off teacher is deemed qualified by the District, the recall procedure outlined below shall be followed:

1. At the time of layoff, laid-off teachers shall have the opportunity to express in writing a desire to return to the District. The teacher shall also leave with the District the teacher's address for recall notification. In the event of a recall, the District shall notify the teacher 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 teacher to the District office.

2. Teachers will have fourteen (14) calendar days from the mailing of such notices in section 1 above, of this Article to notify the District of his/her intent to return to District employment. Failure of the teacher to respond within the time herein specified shall terminate such teacher's employment as a voluntary resignation. The teacher must be willing to report for work within twenty (20) calendar days after the acceptance. However, if a teacher is employed with another school district and cannot secure a release from a teaching contract, the time to report shall be extended to sixty (60) days upon timely request.

F. All previously accrued benefits to which a teacher was entitled at the time of his/her layoff, including unused accumulated sick leave, will be restored to him/her upon his/her return to active employment and he/she will be placed on the proper step of the salary schedule for his/her current position according to his/her experience and education. A teacher will not receive increment credit for time spent on layoff, nor will such time count toward the fulfillment of time requirements for acquiring tenure. A probationary teacher who has been recalled shall have years taught for the District counted as if the employment had been continuous for purposes of obtaining permanent status.

G. Notwithstanding any other provisions in this Agreement, no vacancy in a bargaining unit position will be filled by the Board until the provisions set forth in this Article have been complied with. This provision is not intended to preclude the District from hiring new teachers with needed certification and/or experience not available in the bargaining unit.

H. As allowed under ORS 342.934(7), the sole and exclusive avenue for the appeal of any District action taken relative to a layoff or recall shall be the grievance procedure (Part A, Article IV of this Agreement).

ARTICLE 24, JUST CAUSE

A. JUST CAUSE:

No employee shall be disciplined without just cause. For the purpose of this Article, just cause shall require that no employee shall be suspended without pay, denied an incremental or longevity step increase, or given a written reprimand without just cause. If a question as to just cause exists, it may be resolved by submission to binding arbitration pursuant to the provision of Part A, Article IV, Grievance Procedure.

B. LIMITATIONS:

The dismissal or non-renewal of any employee in the bargaining unit shall be subject only to the requirements set forth in ORS 342.805 to 342.934 and shall not be governed by the terms of this article or subject to a claim of a violation of this Agreement.

C. REPRESENTATION:

The parties recognize that an employee is entitled to have a representative of the Association present during any meeting which might reasonably be expected to lead to disciplinary action. Therefore, the District will provide reasonable advance notice to the employee either orally or in writing of the purpose of any meeting which it has reason to believe could result in disciplinary action being taken against that employee.

1. If the employee request representation by the Association and there is no representative on site, the supervisor may at their discretion, postpone the meeting for a reasonable amount of time to allow the employee to arrange for Association representation.

ARTICLE 25, REIMBURSEMENT FOR TUITION

A. **General Tuition Pool.** Teachers who complete college courses pre-approved by the District or in their respective teaching areas shall be reimbursed for tuition costs on the available dollars in the District established tuition pool. The District will place eighteen thousand, three hundred dollars ($18,300) in a tuition pool each year of the contract.

The District will pay for three (3) hours or up to four hundred dollars ($400) for tuition cost, which meet District criteria, and are turned in prior to December 10th. The balance of tuition fees for up to six (6) credits per year for each employee shall be reimbursed on an equitable basis within the dollar amounts in the tuition pool. Funds available after this process has been completed shall be distributed on a prorated basis to those who took credits in excess of six (6) hours. Receipts and grades must be turned in no later than June 15th each year and shall be reimbursed no later than June 30th of that year.

All courses for which tuition is to be reimbursed shall be pre-approved by the employee's immediate supervisor and the proper request form filed at the District office. Teachers, who take more than three (3) hours during the school year and choose to leave the District, will reimburse the District for tuition fees paid over the three (3) hours.

B. **Special Education Tuition Pool.** The District will establish a separate tuition pool to assist teachers to complete college courses to obtain certification to teach special education. Eligible staff must be pre-approved to receive this benefit and these courses must be pre-approved by the District. Teachers receiving this tuition reimbursement benefit agree to remain employed with the District for three (3) years after the teacher completes their program. If teachers receiving this tuition reimbursement do not remain employed for three (3) years following completion of their program, the teachers agree to reimburse the District for the tuition costs based upon the following proration schedule:

Term Employed Following Completion of Program	**Repayment Due**
1 year or less.	3/4 of total tuition reimbursement
1 year 1 day to 2 years.	2/3 of total tuition reimbursement
2 years 1 day to 3 years.	1/3 of total tuition reimbursement

ARTICLE 26, COMPENSATION

A. 2022-2025 SALARY SCHEDULE:

The Salary schedule shall be as provided for in accordance with the Appendixes of this agreement. The pay for each employee shall be as provided by the salary schedule.

B. SALARY SCHEDULE PLACEMENT:

1. **Placement Upon Initial Employment:** A teacher shall be awarded full credit for teaching experience in a public elementary school or secondary school for up to ten (10) years of prior experience.

2. **Teaching Experience:** One experience step will be granted at the beginning of each school year to each eligible employee who is not at the maximum of his/her salary range and who has maintained satisfactory performance. Due to changes to a new salary schedule, staff will not earn a step for the 2022-23 school year. Steps will resume thereafter.

   In order to be eligible for an experience step, the teacher must have worked at least one hundred thirty five (135) contract days in the prior school year.

3. **Educational Achievement:** The following criteria will be used to determine horizontal placement on the salary schedule:

   a. **New Employees:** For initial placement and for column advancement subsequent to July 1, 1985, hours earned in a planned program from an accredited institution will be accepted if such course work was taken after receipt of the basic teaching certificate or is graduate level course work in the teacher's area of licensure. Normally for course work beyond the MA column, only course work that complies with the above and has not been counted towards the master's degree will be counted. However, the administration may approve other courses or educational activities which do not meet these specific requirements but are of value to the District.

   b. **Existing Employees:** For horizontal advancement after initial placement on the salary schedule, pursuant to item #1 above, all course work must have been approved as counting towards column advancement in advance. The criteria for approval or denial of such course work shall be based upon the criterion outlined in a. above. All hours must be completed prior to September 1 and a transcript or other written proof of satisfactory course completion must be submitted prior to September 15th in order to be counted for advancement on the salary schedule in the current school year. Hours are defined as quarter hours. If unforeseen circumstances prevent an employee from submitting documentation by September 1, then he/she shall have until October 1 to comply.

C. EXTRA DUTY:

The percentages are computed on the licensed base of the salary schedule.

D. LOSS OF PREP:

Any certified teacher who is assigned during his/her preparation period to fill in for another teachers class will be paid in addition to their regular salary at a rate equal to: the base salary (divided by) the total number of contract hours, one thousand five hundred twenty two and one half (1522.5). Non-classroom certified staff, if required to fill in for another teacher, are entitled to prep time (non-student contact time) equal to classroom staff, and if this requirement is not met, they too qualify for additional pay for loss of prep.

E. CHAPERONES:

Any teacher serving as a chaperone on an out-of-District athletic event after school hours shall be paid in addition to their regular salary at an hourly rate equal to: the base salary divided by the total number of contract hours, one thousand five hundred twenty two and one half (1522.5), or twenty one dollars and forty nine cents ($21.49) per hour, whichever is greater. Teachers will serve as chaperons on a voluntary basis only. Bus trips to any state-sponsored tournaments or playoffs are excluded from this Agreement.

F. EVENTS:

Employees who are assigned to supervise at dances or athletic events shall receive fifteen dollars ($15.00) per hour. Employees who are required to attend events as part of an extra-duty assignment shall not be subject to the terms of this Section.

G. EXTENDED CONTRACT:

Extended contract days beyond the regular one thousand five hundred twenty two and one half (1522.5) hour contract shall be paid at an hourly rate equal to the employees regular contracted salary divide by the total number of contract hours. Payment for summer work shall be made at the end of the month that the time sheets are submitted for actual work performed.

H. TEACHING IN LIEU OF PREP PERIOD:

The District may offer and a teacher may voluntarily agree to teach an additional class in lieu of receiving a preparation period. When this is done, the teacher shall receive an additional one-eighth (1/8th) of his/her regular teaching salary for the semester or year, as applicable, for teaching the additional class.

I. EXTRA WORK:

It is recognized that all work performed pursuant to C, Extra Duty; E, Chaperones; and F, Athletic Events may also be performed by volunteers or non-teaching District employees. Therefore, there shall be no duty on the part of the District to bargain over the decision or the impact of having any or all such work done by persons who are not in the teacher bargaining unit.

J. SPECIAL EDUCATION RETENTION STIPEND:

For special education teachers who are not also receiving the tuition reimbursement described in Article 25.B., a stipend of five percent (5%) of their annual teaching salary will be added.

ARTICLE 28, CLASS SIZE

All teachers and Association concerns regarding class size and workload will be resolved by use of the grievance provisions found in Article IV, Grievance Procedure, hereof except that the grievance shall not be expected to cite a contract violation (see #C, 1-b-2) and the decision at Step 2 – Superintendent shall be final and binding. The Superintendent shall forward a copy of the grievance and his/her response to the Board as an information item.

ARTICLE 29, PEER ASSISTANCE

The District will offer peer assistance to any teacher it determines to have a deficiency specified in ORS 342.865(1)(a),(d),(g) or (h). The District may also offer peer assistance under any other circumstances it deems appropriate.

The teacher who will receive the peer assistance and the Association and the District shall jointly select the person(s) or agency that will provide the assistance.

Participation in peer assistance is voluntary. Both the teacher offered assistance and person asked to provide assistance may refuse to participate with no adverse consequences or penalty.

Participation in peer assistance may increase the workload of the assisted teacher to bring them up to a satisfactory performance level. The District also recognized the assisting teacher's workload may increase and the District will compensate the assisting teacher by granting a choice of one District credit for up to the first thirty (30) hours of assistance and one credit for each additional thirty (30) hours or hour for hour release time during non-student contact time. The District may provide equitable release times for peer assistance. Prior to assistance administration, the assisted teacher and the assisting teacher will collaborate on an assistance schedule.

No witness or document relating to or arising from peer assistance will be used for any purpose unless the teacher receiving assistance specifically authorizes its use.

ARTICLE 30, EVALUATIONS

The District and Association shall meet to jointly work on the evaluation system and criteria to be used in compliance with the Effective Educator Model.

SIGNATURE PAGE

SANTIAM EDUCATION ASSOCIATION/ASSOCIATION OF CLASSIFIED EMPLOYEES

Connie Brown

President

Karen Baker

Classified Negotiating Team Chair

Connie Brown

Licensed Negotiating Team Chair

SANTIAM CANYON SCHOOL DISTRICT 129J BOARD OF DIRECTORS

Mary Richards

Board Negotiator

Board Negotiator

Appendix A

Certified Pay Scale

CERTIFIED PAY SCALE						
	BA	BA+30	BA+45	MA/BA+60	MA+30/BA+90	MA+45/BA+120
1	$39,000.00	$40,500.00	$42,000.00	$43,500.00	$45,000.00	$46,500.00
2	$40,072.50	$41,613.75	$43,155.00	$44,696.25	$46,237.50	$47,778.75
3	$41,174.49	$42,758.13	$44,341.76	$45,925.40	$47,509.03	$49,092.67
4	$42,306.79	$43,933.98	$45,561.16	$47,188.35	$48,815.53	$50,442.71
5	$43,470.23	$45,142.16	$46,814.09	$48,486.02	$50,157.96	$51,829.89
6	$44,665.66	$46,383.57	$48,101.48	$49,819.39	$51,537.30	$53,255.21
7	$45,893.97	$47,659.12	$49,424.27	$51,189.42	$52,954.58	$54,719.73
8	$47,156.05	$48,969.74	$50,783.44	$52,597.13	$54,410.83	$56,224.52
9	$48,452.84	$50,316.41	$52,179.98	$54,043.55	$55,907.12	$57,770.70
10	$49,785.29	$51,700.11	$53,614.93	$55,529.75	$57,444.57	$59,359.39
11	$51,154.39	$53,121.87	$55,089.34	$57,056.82	$59,024.30	$60,991.77
12	$52,561.14	$54,582.72	$56,604.30	$58,625.88	$60,647.46	$62,669.05
13		$56,083.74	$58,160.92	$60,238.09	$62,315.27	$64,392.45
14			$59,760.34	$61,894.64	$64,028.94	$66,163.24
15			$61,403.75	$63,596.74	$65,789.74	$67,982.73
16				$65,345.65	$67,598.95	$69,852.25
17				$67,142.66	$69,457.92	$71,773.19
18						$73,746.95

2022-2023
Certified- Move all staff to the NEW salary schedule, no step earned *(but column movement can be still be earned)*
Insurance- No change, retain current district contribution of $1039

2023-2024
Certified- Step movement on the NEW schedule, plus addition of a Longevity Stipend of $1500 for all staff who are stepped out
Insurance- Increase of $11 more per month, changing the district contribution to $1050 per month

2024-2025
Certified- Step movement continues on the NEW schedule, plus continuation of the Longevity Stipend of $1500 for all staff who are stepped out
Insurance- Increase of $50 more per month, changing the district contribution to $1100 per month

Appendix B

Classified Pay Scale

CLASSIFIED PAY SCALE							
	Head Cust /Grounds	Custodial Aide	Head Cook	Cooks Aide	Secretary /Office Aide	Aide	Office Manager
1	$18.00	$14.50	$16.75	$13.50	$16.75	$14.75	$19.75
2	$18.50	$14.90	$17.21	$13.87	$17.21	$15.16	$20.29
3	$19.00	$15.31	$17.68	$14.25	$17.68	$15.57	$20.85
4	$19.53	$15.73	$18.17	$14.64	$18.17	$16.00	$21.42
5	$20.06	$16.16	$18.67	$15.05	$18.67	$16.44	$22.01
6	$20.61	$16.61	$19.18	$15.46	$19.18	$16.89	$22.62
7	$21.18	$17.06	$19.71	$15.89	$19.71	$17.36	$23.24
8	$21.76	$17.53	$20.25	$16.32	$20.25	$17.83	$23.88
9	$22.36	$18.01	$20.81	$16.77	$20.81	$18.33	$24.54
10	$22.98	$18.51	$21.38	$17.23	$21.38	$18.83	$25.21
11*	$23.61	$19.02	$21.97	$17.71	$21.97	$19.35	$25.91

Step 11 added for the 2023-24 school year,
so for the 2022-23 school year, STEP 10 is the top step.

2022-2023
Classified- Move all staff to the NEW salary schedule, no step earned, columns max out at STEP 10. The two current office assistants will move from the 'Aide' column to the 'Secretary' column.
Insurance- No change, retain current district contribution of $1039

2023-2024
Classified- Step movement on the NEW schedule, plus addition of STEP 11 in all columns
Insurance- Increase of $11 more per month, changing the district contribution to $1050 per month

2024-2025
Classified- Addition of a Longevity Stipend of $1500 for all staff who are stepped out
Insurance- Increase of $50 more per month, changing the district contribution to $1100 per month

APPENDIX C EXTRA-DUTY SALARY SCHEDULE

Group 1: 12.5%

Activities Director
Athletic Director, High School

Group 2: 11.65%

Football Coach, High School Head
Basketball Coach, High School Head
Volleyball Coach, High School Head
Wrestling Coach, High School Head

Group 3: 8.8%

Track Coach, High School Head
Softball Coach, High School Head
Baseball Coach, High School Head
Music Director

Group 4: 8.2%

Dance/Drill Team Advisor
Cheerleading Advisor
Basketball Coach JV/Assistant
Volleyball Coach JV/Assistant
Football Coach JV/Assistant
Wrestling High School Assistant
Cross Country Coach

Group 5: 6.5%

Athletic Director, Middle School

Group 6: 5.9%

Softball Coach JV/Assistant
Baseball Coach JV Assistant
Track, High School Assistant
Dance/Drill Assistant Coach

Group 7: 5%

Yearbook Advisor
Outdoor School Advisor
TAG Advisor
Football Coach, Middle School
Basketball Coach, Middle School
Volleyball Coach, Middle School
Wrestling Coach, Middle School
Baseball Coach, Middle School
Softball Coach, Middle School
Track Coach, Middle School

The percentages above are computed on the licensed base of the salary schedule.

1. The District may create new, or substantially modified existing extra-duty positions, and may establish an interim salary rate for such positions. The District will negotiate a permanent salary rate; the Association may file a grievance at Step C and pursue the matter to arbitration