Sutherlin School District #130
Sutherlin, Oregon 97479

COLLECTIVE BARGAINING
AGREEMENT
BETWEEN
DOUGLAS COUNTY BARGAINING COUNCIL
AND
SUTHERLIN SCHOOL DISTRICT #130

JULY 1, 2019– JUNE 30, 2021
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Article 1 — Preamble

Pursuant to Oregon Revised Statutes 243.650 through 243.782, Douglas County School District #130 (Sutherlin, Oregon), hereinafter referred to as “Board,” “District,” or “Administration,” and the Douglas County Bargaining Council, hereinafter referred to as “Council,” hereby agree upon a collective bargaining agreement.

It is expressly understood and agreed that the benefits, terms and conditions of this Agreement shall only apply to the members of the Sutherlin bargaining unit of the Douglas County Bargaining Council as defined in Article II, A, of this Agreement.
Article 2—Status of Agreement

A. Recognition

The Board recognizes the Douglas County Bargaining Council-OEA/NEA as the collective bargaining representative for all regular licensed teachers, including TOSAs and counselors, employed one-half (½) time or more by the District, with the exception of designated supervisory or confidential employees, substitutes, temporaries (less than 30 days), school psychologists and classified employees. A regular, part-time teacher is defined as a teacher under contract to work one-half time (working four [4] or more hours per day) or under contract to work more than four (4) hours per day for no less than 89 (eighty-nine) student contact days for the full teacher workdays thereof.

Substitute teacher means any teacher who is employed to take the place of a probationary or contract teacher who is temporarily absent (ORS 342.815[8]).

Temporary teacher means a teacher employed to fill a position designated as temporary or experimental or to fill a vacancy which occurs after the opening of school because of unanticipated enrollment or because of death, disability, retirement, contract non-extension or dismissal of a contract or probationary teacher (ORS 342.815 [10]). Half-time or more Temporary Positions longer than thirty (30) days shall be members of the bargaining unit.

TOSA is a teacher on special assignment. As a TOSA, the person must be in the position for a minimum of two (2) years before they can return to the classroom. If the district can no longer financially support the TOSA position, the person in the position will be allowed to return to the classroom. If there are no positions available at the time, a Reduction in Force (RIF) will occur. The person in the TOSA position will maintain their seniority from their original hire date for RIF purposes.

B. Status of Agreement

This Agreement shall supersede any policies, rules, regulations, procedures or practices of the District which are contrary to or inconsistent with its terms.

C. Copies of Agreement

There shall be two (2) signed copies of the final Agreement for the purpose of records. One (1) shall be retained by the District and one (1) by the Council/Association.

D. Modification of Agreement

This Agreement constitutes the sole and entire existing Agreement between the parties and expresses all obligations of and restrictions imposed upon the District and the Council/Association. Any conflict between prior practice and this Agreement shall be resolved in favor of the express contract language. This Agreement is subject to amendment, alteration or additions only by a subsequent written Agreement between and executed by the District and the Council/Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.
E. **Compliance with Law**

In the event any words or sections of this Agreement are declared to be invalid by any court of competent jurisdiction, by ruling by the Employment Relations Board, by statute or constitutional amendment or by inability of the District or the Council /Association to perform to the terms of the Agreement, then upon request by either party the invalid words or sections of the Agreement shall be reopened for negotiation.

F. **Gender**

Any reference to male or female gender shall apply to both.

G. **Days**

Whenever the word “days” is used in this Agreement, it shall mean teacher working days, except where otherwise indicated.

H. **Conformity Between Individual Teacher Contract and Master Agreement**

Any individual contract between the Board and an individual licensed teacher heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, during the duration of this Agreement, this Agreement shall be controlling.
Article 3 — Management Rights

A. It is recognized that the District 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.

B. Without limitation of the foregoing (Paragraph A) but by way of illustration, it is expressly recognized that the District’s operation and managerial responsibility includes:

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

2. The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures and public relations;

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 maintenance, control and use of the school system properties and facilities;

5. The determination of safety, health and property protection where legal responsibility of the District or other governmental unit is involved;

6. The right to enforce 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 direction and arrangement of all the working forces in the system, including the right to hire, non-extend, nonrenew, renew, extend, suspend, discharge or discipline employees. The creation, combination, modification or elimination of any teaching position;

8. The determination of the size of the working force, the allocation and assignment of work to employees, the hours of work (subject to Article VII), the determination of policies affecting the selection of employees and the establishment of quality standards and judgments of employee performance;

9. The approval and authorization of the processes, techniques, methods and means of teaching and the subjects to be taught;

10. The right to schedule classes and assign work loads and the right to approve and authorize textbooks, teaching aids and materials.

C. Nothing in this Agreement shall limit in any way or shall require the District to continue in existence any of its present programs in their present form and/or location or on any other basis.
Article 4 — Negotiations of a Successor Agreement

The parties agree to enter into collective bargaining over a successor Agreement between April 15 and May 25 in the last year of this agreement. At the first negotiation meeting, the Council/Association and the District will each present a comprehensive initial proposal.

Any Agreement so negotiated shall be reduced to writing after ratification by the parties.
Article 5 — Grievance Procedure

Section I — Definitions

A. "Grievance" shall mean a complaint by a teacher or a group of teachers that there has been to them a violation or inequitable application of any provisions of the Agreement.

B. "Grievant" is the person or persons and the Council/Association who has (have) the grievance and is (are) presenting the complaint; also referred to as the complainant.

C. The "party in interest" is either the person or persons and the Council/Association making the complaint or the person or persons against whom the complaint is made.

D. "Consultant" is the one who advises either party in interest.

E. "Representative" is the one who may speak for and/or advise a party in interest.

F. "Immediate supervisor" is the one who has administrative, supervisory/evaluative responsibilities over the grievant.

G. "Days" — The term "days," when used in this article, shall, except where otherwise indicated or during summer vacation, mean the grievant's scheduled working days. During summer vacation, "days" will mean school business days.

H. "Persons officially involved" means the superintendent, their representative and/or consultant, the grievant, their representative and/or consultant and witnesses.

Section II — General Procedures

A. These procedures should be processed as rapidly as possible; the number of days indicated for settlement or appeal at each level should be considered a maximum. The time limits can be extended by written mutual consent of the parties involved at any level of the procedure.

B. All parties should attempt to complete the processing by the end of the school year. The parties shall make a good faith effort to shorten the number of days provided at the various steps in order to finish by the end of the school year and avoid, if possible, carrying the process into the summer vacation period or the following school year.

C. The grievant may be represented at all stages of the grievance by themselves or, at their option, by representatives selected or approved by the Council/Association.

D. There shall be no restraint, interference, discrimination or reprisal exerted on any employee(s) choosing to use this procedure for resolution of grievances.

E. Failure at any level of this procedure by the grievant to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. Failure of the District at any level of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next level.
F. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

G. In the course of investigating any grievance, representatives of either party in interest who need to contact an employee or student in school will contact the building supervisor of the building being visited and will state the purpose of the visit immediately upon arrival.

H. Every effort will be made by all parties to avoid interruption of classroom and/or any other school-sponsored activity.

I. Every effort will be made by all parties to avoid the unnecessary involvement of students in the grievance procedure.

J. The grievant or their representative will process or investigate grievances after the regular workday or at other times which do not interfere with assigned duties.

K. Each grievance shall have to be initiated within fifteen (15) days after the occurrence of the cause for the complaint; however, if the grievant did not become aware of the occurrence until a later date, then they must initiate action within the fifteen (15) days following their first knowledge of the cause. In failing to thus initiate action, he/she shall be considered to have no reasonable grievance.

L. If the grievant chooses to pursue their claim through the court system, the Employment Relations Board or other outside agency, the grievance procedure cannot be used and any decision rendered under the procedure will become null and void.

M. If a grievance affects a group of teachers and the Council/Association, the Council/Association may initiate and submit such grievance in writing to the superintendent directly, and the processing of such grievance shall be commenced at Level II. Grievances involving more than one (1) supervisor and grievances involving the Administration above the building level may be filed by the Council/Association at Level II.

N. In matters dealing with alleged violations of Council/Association rights (Article XIX), the grievance shall be initiated at Level II.

Section III — Levels of Grievance

A. Level One — Informal and Formal Grievance Level

The grievant will first discuss their grievance informally with their principal or immediate supervisor, either individually or through the school grievance representative, or accompanied by a representative, with the objective of resolving the matter.

If the grievant is not satisfied with the disposition of their grievance, they shall file a written grievance with their immediate supervisor (who has administrative authority to act) within fifteen (15) days following the act or condition which is the basis of his/her complaint; or, if the grievant had no knowledge of said occurrence at the time of its happening, then within fifteen (15) days of the first such knowledge.
Such “written grievance” shall contain a complete, but plain and concise, statement of no less than the following:

1. The precise cause or provision of this Agreement which has allegedly been misinterpreted or misapplied;

2. The actual facts, events, acts or decisions constituting the alleged misinterpretation or misapplication, the date thereof, the identity of the supervisor or other official who has allegedly misinterpreted or misapplied the clause or provision, and the detriment suffered or to be suffered by the grievant;

3. The date on which the grievant discovered the acts or decisions constituting the grievance; the date, place and approximate length of the Level I discussion;

4. The nature of the resolution of the matter at Level I, and the reason such resolution is unsatisfactory to the grievant;

5. The address of the grievant and the name and address of any representative of the grievant to whom notices shall be sent.

The omission of any one (1) or more matters specified above from the written grievance shall not invalidate the grievance but will require the grievant to amend the grievance to submit the missing elements. The immediate supervisor’s written response timeline will commence with the receipt of the amendment.

The immediate supervisor shall communicate their decision in writing within five (5) days to the grievant. Within five (5) days of receipt of the decision rendered by the immediate supervisor, the grievant, if not satisfied with the decision of the immediate supervisor, may appeal in writing to the superintendent or the superintendent’s representative.

B. **Level Two**

Appeals to the superintendent or their representative of a Level One grievance or a group grievance under Section II (M) shall be heard by the superintendent or their representative within ten (10) days of receipt of the appeal. Written notice of the time and place of the hearing shall be given five (5) days prior to the hearing to the grievant, their representative or any other persons officially involved in the grievance.

Attendance at the hearing of appeal shall be restricted to persons officially involved. Parties in interest may elect to call witnesses, who shall appear individually at the hearing.

Within five (5) days of hearing the appeal, the superintendent or their representative shall communicate to the grievant, and all persons officially involved at the hearing, their written decision, which shall include supporting reasons.
C. **Arbitration**

Grievances involving an alleged violation or inequitable application of any provision of this Agreement may be appealed to arbitration provided written notice of arbitration is made by the Council/Association and the grievant to the superintendent within ten (10) days of filing of the Level II decision.

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, the District shall, within ten (10) days of the appeal, request a list of five (5) arbitrators in the following manner: the Council/Association shall determine whether it will use the list of arbitrators filed with the Employment Relations Board or arbitrators filed with the American Arbitration Association. In the event the Council/Association chooses arbitrators listed with the American Arbitration Association, the Council/Association agrees to pay the AAA filing fee for each list requested from the American Arbitration Association for the life of the Agreement. The one (1) arbitrator shall be selected by an alternating striking process. The party to strike first shall be determined by a coin flip.

The arbitrator shall schedule a hearing on the grievance. After the hearing, the arbitrator shall render written findings and a decision within thirty (30) days from the date of the close of the hearing.

The arbitrator’s authority shall be limited to determining whether or not there has been a violation or inequitable application of the express terms of this Agreement. The arbitrator shall confine themselves strictly to the facts and evidence submitted to them at the hearing and the express terms of this Agreement. There shall be no changing, modifying or adding to the provisions of this Agreement by the arbitrator. A decision of the arbitrator shall, within the scope of this authority, be final and binding upon the parties.

The joint costs of the arbitration procedure, such as the fee and expenses of the arbitrator and the cost of the hearing room, shall be jointly shared by the parties, but shall not include the AAA filing fee, as stated above.
Article 6 — Rights of Teachers

A. Just Cause Provision

1. No licensed teacher shall be reprimanded in writing, suspended without pay, or reduced in compensation without just cause. All information forming the basis for such disciplinary action will be made available to the teacher and the Council/Association at the discretion of the affected teacher. Just cause is defined pursuant to the Carroll R. Dougherty definition in Enterprise Wire, 46 LA 359.

2. The dismissal or non-extension of contract teachers shall be governed by the Accountability for Schools for the 21st Century Law, ORS 342.865 through 342.930 and shall not be subject to the grievance procedure of this Agreement nor by section A.1., above.

3. Dismissal or nonrenewal of all probationary teachers shall be governed by ORS 342.835 and shall not be subject to the grievance procedure of this Agreement.

4. Salary incremental advances shall be withheld, if at all, only if the evaluation procedures have been substantially complied with.

5. All information forming the basis for the dismissal or nonrenewal shall be made available to the teacher or, if requested by the teacher, to the Council/Association prior to any hearing before the Board.

6. Immediate suspension from duty will be in compliance with applicable Oregon law.

7. This article shall not apply to the retention or non-retention in extracurricular positions or the assignment or reassignment of extended Agreements.

B. Civil Rights

No licensed teacher covered by this contract will be discriminated against for the exercise of religious or political freedoms protected by the United States Constitution or the Constitution of Oregon. Such exercise shall also comply with local, state and federal laws. However, nothing contained herein shall be construed to permit the teaching of a teacher’s religious or political views.

C. Personal Life

The Board recognizes the personal life of teachers covered by this Agreement is not an appropriate concern for the Board, except as the teacher’s personal life may affect work performance or other school-connected relationships.

D. Classroom Presentation

On matters and subjects relevant to District approved course content and curriculum, teachers shall enjoy freedom of expression and discussion in the classroom. Controversial materials that
are presented and discussed must be relevant to the course content, in accordance with the curriculum program established by the District and Board policy.

E. **Required Meetings or Hearings**

When an employee is required to attend an investigatory interview, including plans of assistance which the employee reasonably believes may result in disciplinary action, they may request to have a representative present during the interview per their Weingarten Rights. The representative’s role is as follows:

1. The representative may inquire, at the outset of the interview, regarding its purpose, including inquiring about the general subject matter of the questioning to follow;

2. During the questioning of the employee by the District, the representative may participate only to the extent of seeking clarification of questions;

3. After the District has completed the questioning of the employee, the representative may ask the employee questions designed to clarify previous answers or to elicit further relevant information; and

4. Before the end of the meeting, the representative may suggest to the District other witnesses to interview and may describe relevant practices, prior situations, or mitigating factors that could have some bearing on the District’s deliberations concerning discipline.

F. **Criticism**

Any criticism of any employee by a supervisor, administrator or other agent of the employer shall be made in confidence and never in the presence of students, parents of students, other employees or at public gatherings. All critiques made shall be confidential. This obligation of professional protocol also must be reciprocated by employees to administrators.

G. **Identification**

Licensed teachers may wear pins or other identification of membership in the Council/Association or its affiliates.

H. **Personnel Files**

Teachers will have the right, on request, to review, in the presence of District personnel, the contents of their personnel files, exclusive of any confidential references or recommendations, during administration office hours and to receive a copy. This file shall contain all materials relevant to the teacher’s employment and shall be the sole repository of such materials. Principals may retain a working file of copies if desired and notes of oral or written reprimand. No disciplinary action may be taken toward any teacher on the basis of matters not referred to in statements included in the personnel file, except for written reprimand, immediate suspension or dismissal, as provided by ORS 342.835 (1) and ORS 342.875. In such cases, the reasons for the written reprimand, immediate suspension or dismissal shall be included in the
personnel file within five (5) days of the suspension/dismissal.

No material pertaining to teacher evaluation, discipline or complaints will be placed in this personnel file unless the teacher has had an opportunity to review such material and affix his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. If the teacher refuses to sign, it will be so noted on the document in the personnel file. Materials shall be placed in the personnel file within forty (40) contract days after being written. The teacher will also have the right to submit a written answer to such material and his/her answer will be reviewed by the superintendent and attached to the file copy.

I. Evaluation of Students

A teacher shall have the authority and responsibility to determine grades and other evaluations of the students. No grade or evaluation shall be changed without prior consultation with the teacher except when such consultation with the teacher is not practicable because of the absence of one or both parties. If the teacher does not agree with such change, the decision may be appealed directly to the superintendent, whose decision shall be final and binding. Subsequent to such grade change, the teacher shall be notified through appropriate channels.

Requests for changes in grades must be initiated within one calendar year.

J. Evaluation

The District will administer teacher evaluation procedures in accordance with the Teacher Evaluation Handbook and ORS 342.850. Teachers may request additional evaluations.

The purpose of the SB 290 evaluation system is to aid the teacher in making continuing professional growth and to determine the teacher’s performance of their teaching responsibilities.

Teachers will be informed of the Teacher’s evaluation policy and procedures at the beginning of the school year.

Copies of Teacher’s evaluation policy and all relevant forms shall be made available to all teachers.

Teachers will be given copies of their evaluation report at the time of the evaluation report conference. If the District chooses to use peer assistance, pursuant to ORS 342.850 (2)(E), it will be voluntary on the part of the teachers selected.

Pursuant to ORS 342.850 (2)(a), the District shall develop an evaluation process in consultation with teachers selected by the Council/Association.
Article 7 — Teacher Workday

A. Length of Day

1. The teacher workday shall be seven and three-quarters hours (7 ¾) continuous work period as established by District or building administrator, prior to the first student contact day. Individual teachers and their principals may agree to alter these workday hours. Full-time teachers shall be on duty and available for work on the school site or site otherwise designated by their principal or immediate supervisor for such above period of time on days teachers are to report to work.

2. Such workdays shall include a minimum one-half hour duty-free lunch period. The lunch period will be scheduled as closely as reasonably possible between 11:00 a.m. and 1:00 p.m. Teachers may leave the building and school site without requesting permission during their scheduled duty-free lunch period. The workday for regular teachers employed less than full time shall be based as nearly as reasonably possible, as determined by the District, on an equivalent portion of the normal workday for full-time teachers. Teachers working less than two-thirds time of a full-time teacher may be provided with a duty-free lunch period; however, this shall be in addition to their regular assigned duty time.

3. All job sharing is to be on the basis of split days and each employee is to work a four (4) hour day, including the student lunch break, where applicable. In addition, both employees shall attend all in-service days, all open houses, parent conferences, IEP reviews and work half-days on all non-student contact days.

B. By agreement between the teacher and the building principal, exceptions to the normal teacher workday will be permitted where the change will result in a mutual benefit for the operation of the school and for the teacher. The Agreement will remain in effect only as long as both parties feel this to be beneficial and that it is a satisfactory arrangement.

C. If an emergency situation arises, the Board has the right to alter the starting and closing time.

D. Job Sharing

1. Job sharing refers to two qualified employees voluntarily sharing the responsibility and benefits of one full-time position. The responsibility for determining whether a position is to be shared shall rest with the building principal and be authorized by the superintendent or their designee.

2. Job sharing may be granted annually upon mutual agreement of the two employees, the building principal and the superintendent. A new plan must be submitted each year. If two employees wish to job share for the following school year, they shall jointly submit a plan to the District personnel office by April 1. The plan submitted must specify the specific curriculum and other responsibilities of each of the job sharing participants.

3. All job sharing is to be on the basis of split days and each employee is to work a four (4) hour day, including the lunch break, where applicable. In addition, both employees shall attend all in-service days, all open houses, parent conferences, IEP reviews and work
half-days on all non-student contact days.

4. Job sharing participants shall be compensated on the same basis as one-half time employees with the exception of insurance contributions. The District will pay one-half (%) of each participant’s insurance contributions, subject to the specifications in the fringe benefit portion of this Agreement. Job share teachers shall receive their individual hourly rates when substituting for each other. Leave provisions shall be in proportion to the part-time assignment.

5. Contract status will be maintained in a manner consistent with state statute. Full-time employees who wish to job share must secure a one-half (%) time unpaid leave of absence if it is their desire to return to a full-time position. The teacher may return by notifying the District in writing by April 15 prior to the school year he/she wishes to return to full-time teaching. The return will be to a position that is similar and available and is to begin with the fall term.

E. Teacher Mentoring Program
A first year teacher, new to the profession, will be assigned a mentor and the mentor will be provided a work group stipend if the District determines funding is available. A second-year teacher, new to the profession, may at the discretion of the District be assigned a ½ time mentor. Mentor will be provided a work group stipend, if the District determines funding is available.

F. Professional Development Planning Committee

1. The Association members will select representatives to fill at least four of the positions – one from each building – on a district professional development planning committee.

2. The committee will be responsible for planning all district-wide-in-service days, including Friday afternoons, and grading days as appropriate.
Article 8 — Extra-duty: Supervision/Activities

A. Extra-duty supervision/activities includes, but is not limited to, ticket-taking, chaperones, score-checking and sports event supervision.

B. At the beginning of the school year, each building principal will establish a list of extra-duty activities for the upcoming year and provide the list to the school staff. Additions may be made by the principal during the school year as deemed appropriate within the definition under Section A, above.

C. Extra-duty supervision/activity assignments may be solicited on a District-wide volunteer basis (i.e., no compensation).

D. The pay for extra-duty supervision/activities shall be $16.00 per hour with a minimum of two hours for any activity. If the activity lasts over two (2) hours, it would be at a pay rate of $16.00 an hour.

   Example:  
   
   1 1/2 hours’ work would equal $32.00 (minimum activity pay)  
   2 1/2 hours’ work would equal $40.00 (exceeds two hours)

Any fractional part over the two-hour minimum dollar amount would be computed to the nearest half-hour.
Article 9 — Non-teaching Duties

A. Pupil Transportation

1. Compensation

Teachers shall not be required to drive students to activities which take place away from the school building. A teacher may do so voluntarily, however, with the advance approval of their principal or immediate supervisor. They shall be compensated for the use of their automobile at the current IRS tax deduction rate per mile or at a rate determined by the Board, whichever is higher.

2. Insurance

For the term of this Agreement, the Board shall arrange for and maintain appropriate insurance to cover damages, losses and expenses incurred by a teacher against whom any action shall be brought for any act or omission, short of negligence on the part of the teacher, arising out of the authorized use of their own automobile in the performance of school duties.

B. Reimbursement for Travel Expenses

1. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance at the current IRS tax deduction rate per mile or at a rate determined by the Board, whichever is higher. The same allowance shall be given for use of personal automobiles for field trips or other business of the District. The Board shall provide liability insurance protection for employees when their personal automobiles are used as provided in this section.

2. Travel expenses for District-approved attendance for school purposes, such as conferences and workshops, will be reimbursed by the District subject to availability of funds. The teacher will submit, for approval, a statement of purpose and anticipated expenses to his/her building principal at least five (5) days prior to the trip.

   a. Lodging, if required by the location and scheduling of the meeting, will be reimbursed at the actual cost, to a maximum of $250.00 per night.

   b. Meals will be reimbursed at the actual amounts, to the following maximum rates: $15.00 for breakfast, $15.00 for lunch and $30.00 for dinner.

   c. Mileage will be reimbursed at the current IRS tax deduction rate per mile or at a rate determined by the Board, whichever is higher.

   d. Registration, when required, will be reimbursed by the District.

3. Teachers requesting reimbursement of approved expenses must do so within thirty (30) days of the trip. Documentation of expenses by receipt will be required.
Article 10 — Teacher-Administration Liaison

A. Liaison Committee

The Council/Association may select a liaison committee for each school building which may meet with the building principal throughout the school year to review and discuss local school problems and practices, and to provide input in the revision or development of building policies. Said committee shall consist of a maximum of three (3) teachers on any committee. Said meetings shall be arranged by the principal or Association representative. The committee shall be responsible for providing an agenda for each meeting. However, items not on the agenda can be discussed.

B. Meetings with the superintendent

Upon request, the Council/Association representative shall meet with the superintendent during the school year to review and discuss current school problems and practices and the Administration of this Agreement. Said meetings shall be initiated by the Council/Association representative or the superintendent.

C. Complaint Procedure

1. Complaint procedures will be followed as defined in Board Policy KL and administrative regulation KL-AR. When a written complaint regarding the performance of an employee is made to an administrator and the District chooses to investigate the complaint, the substance of the complaint shall be discussed with the employee within ten (10) working days in a non-public setting. The employee has the right to Weingarten/ERB representation at all discussions with the administrator.

   If either of the parties are unavailable, the ten (10) working days shall begin upon the availability of both parties.

2. During the discussion of the complaint, the employee will be presented with the written complaint, signed by the administrator and/or complainant. The complaint shall include the name of the person(s) making the complaint and all other available information, including the nature of the complaint and the requested remedy, if any.

3. Any complaint which the Administration chooses not to discuss with the employee or which is not discussed within the required time shall not be considered in the employee’s evaluation and shall not be used against the employee in any subsequent action by the District.
Article 11— Sick Leave

A. Teachers who are absent because of personal illness or injury shall receive compensation in accordance with FMLA/OFLA and with the following provisions.

For purposes of this article, any absence due to pregnancy, whether because of miscarriage or other complications or because of a reasonable amount of time needed to prepare for and recover from a normal childbirth, shall be considered a personal illness:

1. As per ORS 332.507, all teachers shall be granted ten (10) days sick leave during each school year. Such sick leave shall be credited to said teachers on the first school day of the fall semester. In case of teachers who begin service after the beginning of the school year, sick leave shall be credited on the first day of active teaching service and shall consist of one (1) day for each payroll month remaining in the school year.

2. Sick leave days may be accumulated by probationary and contract teachers only if not used. Total sick leave which can be accumulated by any teacher under this Agreement for sick leave shall be unlimited.

B. Family Illness

Employees may use sick leave for the illness of a member of the employee’s immediate family. “Immediate family” shall be interpreted to mean spouse, domestic partner, children, parents, siblings, mother-in-law, father-in-law, aunts, uncles, grandchildren and grandparents.

C. Bereavement Leave

All licensed employees shall receive up to three (3) days paid leave per occurrence in case of the death of the licensed teacher’s spouse, domestic partner, children, parents or siblings, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, aunts, uncles, or persons who have been living in the home of the employee.

In addition, licensed teachers may use additional time allowed by state and federal law per occurrence to attend memorial services in the event of the death the licensed teacher’s spouse, domestic partner, children, parents or siblings, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, aunts, uncles or other persons who have been living in the home of the employee.

D. Injury on Duty

When an employee is injured while performing their job duties and qualifies for Workers’ Compensation benefits, the employee may:

1. Elect to receive only Workers’ Compensation benefits and not use any of their accumulated sick leave; or

2. Elect to receive Workers’ Compensation benefits and use their accumulated sick leave to make up the difference between the amount of the Workers’ Compensation benefits
received and their normal salary or hourly wage. Accumulated sick leave may be used in this manner until depleted, at which time the employee will be eligible to receive only Worker’s Compensation benefits, if any remain available.

Example: If an employee normally earns $70 per day, and they receive $50 per day in benefits, they may elect to receive $20 per day from accumulated sick leave until accumulated sick leave is depleted or Workers’ Compensation benefits terminate.

E. Use of Sick Leave for Retirement

The Board has elected, under ORS 238.350, to provide this benefit for the District employees, unless prohibited by law.

F. Association Administered Voluntary Pooling of Personal Illness Leave

The District will recognize a Board approved plan for pooling paid leave days of members in the Association. The approved plan will be administered by the Association, provided:

1) The plan shall be voluntarily signed and assented to in writing by a majority of the members of the Association.
2) Any paid leave days contributed to the pool shall not be withdrawable therefrom. (Once paid leaves are contributed to the pool they shall not be restored to the said contributor.)
3) The Board shall be defended and held fully harmless from any claims whatsoever arising directly or indirectly from honoring such pooling plan.
4) The pooled days shall only be available to employees who would otherwise qualify for paid leave but have exhausted their sick days or rights thereof.
5) The District shall be required to honor an award of pooled day only on requests signed by the Personal Illness Leave Officer, appointed by the Executive Council/Association.
6) Under no circumstances can more than one hundred (100) sick leave days be distributed from the pool in any one-year, unless mutually agreed upon by the District and the association.
7) Days given to the sick leave bank cannot exceed a maximum of five (5), during any one-year period by an individual and will be capped at 2 days for incentive leave contributors. Days given to the sick leave bank shall not affect a member’s eligibility for incentive leave.
Article 12 — Paid Leaves of Absence

Types of Leaves

Teachers shall be entitled to the following temporary leaves of absence with full pay each school year:

A. Personal

Two (2) days leave will initially be granted for each employee upon hire through January 31st for personal, legal, business, household or family matters which require absence during work hours. If initial regular employment occurs after January 31st, one (1) day leave will be granted. If personal leave days remain unused, an additional day will be added each year up to a maximum accumulation of five (5) days.

Personal leave days may be used only when a substitute is available (except in emergencies). Notice to the teacher’s principal or other immediate superior for personal leave shall be made at least five (5) days before taking such leave (except in the case of emergencies).

B. Legal

An employee shall be granted leave with pay for service upon a jury. The employee shall promptly remit to the District all sums received as a fee or compensation for jury service (not including mileage allowance, meal reimbursement and parking fees).

Leave with pay will be granted for an appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or official direction from proper authority of the tribunal, except that no such leave shall be granted for an appearance before any such tribunal in a case to which the employee is a party unless the District is also a party. Leave shall also be granted when the District or its insurer require or request the teacher’s appearance.

C. Incentive Leave

If a member of the Association does not use any sick leave days in a contract year they are eligible for 2 incentive days that can accumulate up to 5 days, to be used at the member’s discretion. Exceptions to allowances/qualifying for “Incentive leave” are:

- Any professional days exceeding five days which are the option/choice of staff, not directed attendance by the district for staff members (OEA meetings, State meetings [staff as board members], presenter days);
- Any disciplinary action charged to the staff member with days off from work (paid or unpaid);
- Any bereavement days beyond the expressed limits of the contract;
- Any personal leave days where the staff member used the leave for sick leave purposes.

To use an incentive day a member must apply for the day in advance and its use is conditional on the availability of substitutes.
Article 13 — Unpaid Leaves of Absence

A. Professional Study

A leave of absence of up to one (1) year may be granted to any teacher, upon application, for the purpose of engaging in study at an accredited college or university reasonably related to their professional responsibilities. Any approved leave for professional study in which the teacher takes another instructional position with another district shall revoke the leave of absence (substitutes excluded). Such application shall be made to the District no less than sixty (60) days prior to the proposed leave date.

B. Military

A military leave of absence shall be granted to any teacher who shall be drafted or shall enlist in lieu of being drafted. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as they would have been had they taught in the District during such period.

C. Oregon Education Association

A leave of absence of up to one (1) year may be granted to any teacher, upon application, for the purpose of service as a full-time officer of the OEA. Such application shall be made to the District no less than sixty (60) days prior to the proposed leave date. Upon return from such leave, such teacher shall be placed at the same position on the salary schedule as they would have been had they taught in the system during such period.

D. Parental and Family Leave

Parental and family leave will be administered as per statute. Up to one (1) year of unpaid parental leave (inclusive of the statutory parental leave) may be granted upon written request to the Board.

E. Return From Leave

1. Benefits

All benefits to which a teacher was entitled at the time their leave of absence commenced, including seniority, unused accumulated sick leave, shall be restored to them upon their return, and they shall be assigned to the same or comparable position which they held at the time said leave commenced.

2. Intent to Return

Notice of intent to return to the District at the beginning of the next school year shall be made in writing prior to March 15 of return from the leave.

Notice of intent to return to the District from unpaid leaves during the school year shall be made in writing thirty (30) days prior to the return from leave.
F. Extensions and Renewals

All extensions or renewals of leaves shall be applied for and granted in writing. Such extensions or renewals shall be at the sole discretion of the Board.

G. Crisis Leave

In the event of personal crisis (family illness, death, act of God, etc.) a teacher may elect, with approval of the Board or its representative, to take unpaid leave for an indeterminate time.

H. Unpaid Leave

A leave of absence of up to one (1) year may be granted to any teacher, upon written application. Such application shall be made to the Board no less than sixty (60) days prior to the proposed leave date. Upon return of absence of six months or greater, the employee must complete three continuous years of employment with the district before requesting a new leave of absence.
Article 14 — Maintenance of Classroom Control and Discipline

It is expressly understood that the Board reserves the sole prerogative to establish and adopt maintenance of classroom control and discipline policy.

The Council/Association, upon request to the Board, may annually make a presentation and report on recommended changes to the District’s procedure. Such presentation shall be made no later than April 1 to provide recommendations for the procedure for the following school year.

Compliance and enforcement of the policy may only be grieved through Level II of the grievance procedure. Appeals of the decision made at this level may only be heard by the Board. The decision of the Board will be final and binding on the parties and not subject to review by any administrative agency.
Article 15 — Dues and Payroll Deductions

A. Association Dues

1. Dues Deduction Authorization
   Prior to the first dues deduction of the school year, and then for any employee who becomes a member of the Association after the start of the school year, the Association by certified list shall notify the District of licensed teachers who have elected to have dues deducted from their paychecks and shall identify the dues to be deducted from each. The Association shall also notify the District when a licensed teacher should no longer have dues deducted. The District shall enact dues deduction changes on the pay period following a notification. The District may request verification of dues deduction from the Association in the event of potential discrepancies.

2. Processing OEA/NEA Dues Deductions
   Dues deductions shall be made monthly in an amount equal to one-eleventh (1/11) of annual dues, commencing with the month of October and continuing through the August pay period. Deductions for employees who join the Association after the beginning of the school year shall be prorated on a twelve-month proration schedule.

3. Remittance of Dues Checks
   a. Data to OEA
      Within ten (10) days after each pay period, the District shall send the Association an Excel-compatible register of the NEA/OEA/Sutherlin EA dues, including voluntary Association contributions, deducted from each member’s paycheck.
   b. Payment to OEA
      Within ten (10) days after each pay period, the District shall send to OEA, in a single payment, the combined NEA and OEA dues, including voluntary Association contributions, deducted for the month.
   c. Payment to Sutherlin EA
      Sutherlin EA dues payments will be deducted and paid separately from OEA/NEA dues and shall be remitted to the Sutherlin EA Treasurer or Association’s banking institution.

4. Indemnification
   The Association agrees to indemnify, defend, and hold the District harmless from employee or former-employee claims, actions, suits, orders, or judgments against the district concerning the dues deductions procedures outlined in this agreement. The Association’s obligations to indemnify, defend, and hold harmless are contingent upon the District: 1) giving the Association at least two-week’s notice, in writing, of any claim; 2) and fully cooperating with the Association and its designated counsel in the defense of the claim. The Association’s obligation does not extend to criminal allegations or District conduct that would constitute an Unfair Labor Practice. In the event the District properly invokes this paragraph, the Association will provide the attorney to defend against the claim. In the event the District wishes to use its own attorney, the District will pay the fees and costs of said attorney.

B. Withdrawing the payroll deduction for such dues may be accomplished by writing a letter to the office of the Council/Association and to the office of the superintendent and delivered prior to the thirtieth day of September of each year.

C. Employee Information

1. Employee List
   By October 1 of each year, the District shall provide to the OEA Membership Specialist an Excel-
compatible database of each employee in the bargaining unit (both active members and non-members) that includes the employee ID, date of birth, first date of service, FTE, classification or title, PERS classification, worksite, position on the salary schedule, residential address, and residential phone number. Whenever a new employee is hired into the bargaining unit, the District shall provide the above information within thirty (30) days of hire.

2. **Change in Employment Status**
   The District shall promptly notify the OEA Membership Specialist whenever an employee in the bargaining unit is placed on an unpaid leave of absence, retires, is laid off, resigns, or changes their name.

D. As per ORS 652.610, upon appropriate written request of the teacher, the District shall deduct from the salary of any teacher and make appropriate remittance for the following approved deductions:

   1. Credit Union;
   2. Presently-existing insurance or annuity plans.

E. As per ORS 652.610, the District, upon appropriate authorization of the teacher, shall deduct from the salary of any teacher and make proper remittance for any other plans or programs jointly approved by the Board.

F. The District and Council/Association shall correct by refund or adjustment of the next payment, as appropriate, any errors in payment of Council/Association deductions within thirty (30) days after notification of the error by the other party.
Article 16 — Insurance

A. Effective on the insurance anniversary date, for each eligible full-time employee in the bargaining unit, the District will contribute up to the amount listed below, per month, towards the total premium for health insurance plan package(s) mutually identified by the parties for the employees and their eligible dependents. The actual health insurance coverage shall be provided by a carrier authorized to do so pursuant to Oregon state laws and regulations.

<table>
<thead>
<tr>
<th>Insurance Year</th>
<th>Monthly District Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019-2020</td>
<td>Monthly district insurance contribution is capped at $1303.00.</td>
</tr>
<tr>
<td>2020-2021</td>
<td>Monthly district contribution is capped at $1333.00.</td>
</tr>
</tbody>
</table>

Opt-out Option:

a. Licensed teachers who are eligible to receive a district contribution toward insurance may choose to “opt out” of the district insurance program and in lieu of the insurance contribution receive a monthly salary stipend of $400 subject to all applicable tax. In order to “opt out” licensed teachers must provide proof of other medical coverage. Employees will only be allowed one opportunity annually during open enrollment to “opt out”. The “opt out” decision must be made annually and once made cannot be revoked unless the other medical coverage is lost.

If the premium costs go over the cap, then the District Insurance Committee will be convened to examine changes in carrier or coverage and then make recommendations to the parties.

B. Licensed teachers newly hired by the Board shall be eligible for District-paid insurance coverage upon acceptance of written application by the insurance carriers on the first day of the month following the month work commenced.

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

D. Fringe benefits for a regular part-time teacher shall be prorated for the portion of the school day or school year for which the teacher is employed.

E. Retired licensed teachers may purchase the above insurance at their own expense, pursuant to the rules of the insurance carrier.
Article 17 — Professional Compensation

A. Salary Schedule

The salary schedules for full-time teachers are in Appendix A and by this reference are incorporated herein.

1. Effective July 1, 2019 the district agrees to increase the base step on the 2019-2020 salary schedule by 1.5%. A step increase is granted to those that are eligible. See appendix A.

2. Effective July 1, 2020 the district agrees to increase the base step on the 2020-2021 salary schedule by 2.0%. A step increase is granted to those that are eligible. See appendix A.

B. Employees shall pay the employee contribution to PERS.

C. Teachers who are eligible for a step increase, may advance one (1) step for each year of satisfactory teaching experience, pursuant to Article VI, A. 4.

D. Extended Contracts

Teachers on extended contracts will be paid 1/190th of their salary for each day of extended duties.

E. Additional Days / Decreased Days

Notwithstanding the provision of Article XXII — School Calendar, the District, in 2019-2020, at its option, may elect to increase the teacher work year from 190 days to 191 days. If the District elects to do so, teachers will be paid at the per diem rate for the additional day of work.

1. Notwithstanding the provision of Article XXII — School Calendar, the District, in 2020-2021 at its option, may elect to increase the teacher work year from 190 to 191 days. If the district elects to do so, teachers will be paid at the per diem for the additional day of work.

F. Experience Credit

1. Salary Table

   a. The salary table is shown at the end of this Agreement. The columns will be labeled:

      | Column I | Column II | Column III | Column IV |
      |----------|-----------|------------|-----------|
      |          | BA        | BA + 45 graduate hours | MA+ 30 graduate hours |
b. The steps within each column shall represent a year of teaching experience credit; i.e., Step 0 equals no experience credit. Step 1 equals one year of experience credit, Step 2 equals two years’ experience credit, etc.

c. Additional graduate hours, including any degrees, as indicated in Section 1, a. (above), shall be in the applicant’s field of study or are of direct benefit to the District.

d. Current employees (as of July 1, 1998) shall maintain their current placement (column and step) in the salary schedule. However, any future column advancements must meet the criteria in sections a, b and c, above, and Section I, below. Future step advancement will be made pursuant to Article VI, Section A, 4.

e. For the purpose of this section, graduate hours means 480- OR 500-level courses.

2. Initial Placement

Initial placement on the salary schedule shall be based on:

a. Number of years of experience as a licensed school teacher; and

b. Additional graduate hours, including any degrees, as indicated in Section 1, a. (above), shall be in the applicant’s field of study or are of direct benefit to the District.

c. For the purpose of this section, graduate hours mean 480- OR 500-level courses.

The superintendent shall verify the years of experience and graduate hours regarding initial salary schedule placement. Years of experience will be capped at ten (10) years. A statement regarding graduate hours, degrees and experience for initial placement shall be signed by the employee and superintendent and placed in the employee’s personnel file.

G. Pay Date

Teachers will be paid on the tenth (10th) of each month or the last working day before the tenth (10th) of each month while school is in session. Only emergency draws will be allowed, upon approval of the superintendent.

H. Balance of Salary

Any balance in the Board’s contractual salary due to a teacher shall be paid on the teacher’s last working day of the school year, providing all contractual responsibilities and check-out procedures have been completed by the teacher.
I. Salary Schedule Changes

When a faculty member has earned the right to a higher salary bracket by reason of increased professional training, credentials or earned credits (transcript or certificate of completion) shall be filed in the superintendent’s office not later than October 15. If credentials are filed by October 15, pay will be retroactive to the September pay date. If credentials are not filed by October 15, then no horizontal advancement shall be made until the beginning of the next school year.

J. Salary Payments

1. Each teacher shall be paid on the basis of twelve (12) equal payments.

2. A regular part-time teacher shall be paid at the daily rate (1/190th) of pay, computed at the salary schedule rate for the teacher’s applicable experience, prorated for the portion of the school day or school year for which the teacher was employed.

   One Hundred and thirty-five (135) days of service shall be counted as one (1) year of service.

K. Extra-Duty Salary Schedule

1. Extra-duty salaries for licensed teachers are indexed (see Appendix B) by each extra-duty salary figure being a designated percentage of the base from the salary schedule, Appendix A.

2. All licensed personnel will be placed at the appropriate level on the extra-duty schedule, with the following restrictions:

   a. The salary for each extra-duty position will be determined by the number of years the teacher can verify as experience in this duty.

   b. Teachers who have earned in-District experience in coaching a specific sport will be credited up to three (3) years’ experience when assigned to a higher category position in this same sport.

   c. Teachers who have experience in coaching a specific sport outside the District will be credited up to three (3) years’ experience in that same sport.

3. Extra-duty assignments shall be considered supplementary to a teacher’s basic contract, compensation and benefits. The District shall have no obligation to continue such assignments, compensation or activities beyond the term of the extra-duty contract.

L. All known extra-duty assignments for licensed teachers shall be confirmed in writing prior to the beginning of the academic year. Upon request, the District will notify the Council/Association of those positions it does not intend to staff the next academic year. Nothing in this provision shall limit the District’s right to add or cancel any extra-duty program. The District’s cancellation of an extra-duty assignment is not subject to the grievance procedure or the provisions of Article VI.
Article 18 — Council/Association Rights and Privileges

A. Information

Upon request, the Board agrees to provide the Council/Association with available information necessary for its functioning as exclusive bargaining representative. The Council/Association will reimburse the District for reasonable costs incurred in complying with this section.

B. Released Time for Meetings

Whenever any representative of the Council/Association or any teacher participates during working hours in meetings mutually agreed upon by the Board and Council/Association, they shall suffer no loss in pay.

Two (2) paid new teacher orientation days will be held prior to in-service week for teachers just beginning employment with the District, the Association shall be granted one hour of work time to meet with the new teacher(s).

For any licensed teacher hired after the start of the school year, the District shall notify the Association, within one week of the first day of work, of the name and worksite of the new hire. The Association shall be granted one hour of work time to meet with the new licensed teacher.

C. Use of School Buildings

The Council/Association and its representatives shall have the right of access to the school buildings for any purpose, pursuant to Board policy for non-profit agencies, providing there is no interference with the regular school program and prior approval is received from the building principal.

D. Use of School Equipment

The Council/Association shall be able to use school facilities and equipment, including computers, copy machines, calculating machines and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use, the same as for any other community group. The Council/Association shall pay for the reasonable cost of all materials and supplies incidental to such use and for any repairs necessitated as a result thereof.

E. Bulletin Boards

The Council/Association shall have, in each school building, the use of a bulletin board in each faculty lounge. The Council/Association shall also be assigned space on the bulletin board in central office for Council/Association notices.

F. Mail Facilities and Mailboxes

The Council/Association shall have the right to use the intra-school mail facilities and faculty mailboxes, as it deems necessary, subject to postal regulations.
G. Right to Speak at Meetings

Upon request, a Council/Association representative may be allowed to speak after any faculty meeting. Topics for discussion shall be presented to the building principal two (2) days prior to said meeting for agenda purposes.

H. School Board Meetings

The Council/Association shall have the opportunity to suggest items for the agenda, providing said suggestions are made to the superintendent at least one (1) week prior to the regularly scheduled Board meetings. The Council/Association shall have the right to speak at said meetings.

I. Addresses of Employees

If available, the District office will provide to the Council/Association chairperson, upon request, the names and addresses of all new faculty members prior to the beginning of the inservice sessions at the beginning of the new school year.

J. The above rights and privileges shall be used by the Council/Association only for purposes related solely to the affairs and employees of this District and bargaining unit, and none other.

K. The President of the Sutherlin Education Association or their designee will, upon their request, and as needed, be relieved for up to ten (10) days per school year or portion thereof from their regular duties for the purpose of furthering the collective bargaining relationship between the parties. The Council/Association will reimburse the District for the cost of a substitute for all time released.
Article 19 — Tuition Reimbursement

A. The District will pay tuition to full-time licensed teachers on contract to the District for upper division or graduate level college or university courses:

1. Which relate to that teacher’s classroom assignment, extended responsibility assignment and its relationship toward educating students within the classroom or in extra-duty activities.

2. For which that teacher has received an “A” or “B” grade or a “Pass” grade in a non-graded class.

B. Payment will be made at the completion of the course work and upon verification of a transcript of credit or grade slip and a receipt for payment of fees. The maximum quarter hours allowed will be eighteen (18) per teacher per each three (3) years of employment with the District beginning with July 1, 1981. However, no teacher may use more than nine (9) credit hours in any one (1) school year. Part-time teachers shall be eligible for reimbursed credit hours on a pro-rata basis proportionate to their hours of employment. Regular part-time teachers may accumulate at least 3 credit hours per year, up to a maximum of 9 credit hours in three (3) years. The three-year period for each teacher begins with the first year for which they qualify for tuition reimbursement funds from the District as specified in A above. Tuition reimbursement will be based on the University of Oregon rates and will be for tuition only.

C. Teachers new to the District may be required to reimburse the District for money paid under this provision if they do not complete the school year. Such reimbursement will be withheld from their terminating salary.

D. The maximum amount available for tuition reimbursement shall be $25,000.00 per year.

E. The Board’s responsibility to provide the designated amount shall be for classes completed between July 1 and June 30 of each year upon proper verification in accordance with paragraph B of this article.

F. Licensed teachers who receive any tuition reimbursement from the District and resign from the district within two calendar years of receiving such reimbursement, shall be required to repay the District the full amount of the tuition reimbursement received. The District may withhold from the employee’s final payroll the full reimbursement amount.
Article 20 — Vacancies & Transfers

A. Vacancy

When a newly created or vacated bargaining unit position is officially opened by the District for recruitment, notice of such will be given to the Council/Association. The vacancy shall be posted on a bulletin board in each building for a period of at least five (5) days and e-mailed out. For a bargaining unit position which opens in the summer (from the time school is out to the beginning of inservice), notice will be sent to all licensed staff who have signed up to receive vacancy notices by May 1 of that year. A vacant bargaining unit position is defined as a position without an incumbent, which the District intends to fill.

B. Transfer — Voluntary

Any teacher desiring a transfer to another building, grade, subject and/or activity assignment shall make his or her request in writing to the personnel office as early as possible. Qualified teachers shall be interviewed. The final decision, when filling positions, rests with the District.

C. Transfer — Involuntary

An involuntary transfer is movement from a current classroom to another classroom.

1. If a teacher is involuntarily transferred requiring a change in location that teacher will be paid per diem for one day to relocate.

2. Notice of involuntary transfer shall be given to the teacher at the earliest possible date, and when possible within thirty calendar days prior to the effective transfer date.
Article 21 — School Calendar

A. Work Year

The school work year for employees shall not exceed 190 (one hundred ninety) days (see also Article XVIII, Section E), of which four (4) shall be paid holidays and they are Labor Day, Veterans’ Day, Thanksgiving Day and Memorial Day. Student contact days shall not exceed 178 days. Workdays (such as in-service days, record days and parent conference days) and student instructional days shall be scheduled by the District.

B. Teacher input is encouraged and solicited by the Administration and Board in developing a school calendar. Further, however, at least ten (10) days before the superintendent presents a recommended calendar to the Board for approval, they will first send a copy to the Council/Association chairperson and give the Council/Association an opportunity to meet, present and discuss any changes with them.

C. In the event of a situation beyond the control of the Board which requires a closing of one (1) or more or all of the schools, the school year may be extended to compensate for the number of days lost in such school or schools, at the discretion of the District, with no additional pay in excess of the teachers’ earlier contracted salary. This provision is intended to cover school closures due to inclement weather and similar situations. It is not intended to cover situations such as closures due to financial problems.
Article 22 — Nondiscrimination

The Council/Association and the District affirm their adherence to the principles of free choice and agree that they shall not discriminate against any employee covered by this Agreement because of age, race, religion, sex, national origin, handicap, membership or non-membership in the Council/Association.
Article 23 — Layoff/Recall

A. The Board reserves the right to determine when a layoff is needed. In the event a layoff is mandated, the Board will notify the Council/Association prior to employee notification. Upon request, and prior to the layoff, the Board will discuss and receive input regarding the layoff from the Council/Association.

B. Pursuant to ORS 342.934, as noted by definitions below, in determining teachers to be retained when a school district reduces its staff under this section, the school district shall:

Definitions:
Layoff/“Reduction in Staff” — Reduction of teacher staff due to funding or administrative decision. [ORS 342.934]

Recall — Procedure for recalling teachers to employment in the district who have been released because of a prospective or actual reduction in staff. [ORS 342.934(6)]

Seniority — Defined as the employees total length of continuous service in the District as a licensed bargaining unit position. Seniority will be computed based upon hire date. Seniority shall continue to accrue during leaves and authorized leaves of absence and shall not be considered to “break” continuity of employment. Lots will be drawn prior to the hire date, with the higher number designating the first layoff to the lowest being the last to be laid off. Hire date is the first working day; lots will be drawn for RIF purposes if needed on that day. 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. [ORS 342.934(3)(b)].

License / Licensure — Issued by Oregon Teacher Standards and Practices Commission authorizing service in public schools. Licensure is process of acquiring a valid license issued by Oregon Teacher Standards and Practices Commission

Endorsement — The subject matter or specialty education field in which the individual is licensed to teach. [Teacher Standards and Practices Commission]

Program — Grade level (s) and/or department distinctions as determined and established by the District building/grade level alignments, of which assigned staff meet license/licensure requirements.

1. Determine whether teachers to be retained hold proper licenses at the time of layoff to fill the remaining positions, as defined in ORS 342.934(3)(a).

2. Determine seniority of teacher to be retained, 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, as defined in ORS 342.934(3)(b).

3. Determine competence and merit of teachers, as defined in ORS 342.934(9)(a)(b).
C. Teachers contracted on a temporary basis for a specified period of time, not to exceed 190 (one hundred ninety) days, shall not accrue layoff or recall rights as provided in this article.

D. If, within twenty-seven (27) months of layoff, a vacancy occurs within the District for which a laid-off teacher is licensed and qualified, the same criteria as used in the layoff shall be applied.

Recalled teachers will be eligible for the same benefits to which they were entitled at the time of layoff. However, benefits will not accrue during the time of layoff.

Notice of recall shall be sent via certified mail to the last address given to the District by the teacher.

After a layoff of sixty (60) days or less, the teacher shall return notification in writing of their intent to return to the District by certified mail, to be postmarked within three (3) days of receipt of the certified letter from the District.

After a layoff of more than sixty (60) days, the teacher shall return notification in writing of his/her intent to return to the District by certified mail, to be postmarked within ten (10) days of receipt of the certified letter from the District.

The teacher must, thereafter, report to work within ten (10) days or by a date specified by the District, whichever is longer. Failure to return to work or to notify the District of intent to return within these limits shall terminate the teacher’s right to recall.

E. During the term of this Agreement, no member of the bargaining unit will be laid off as a direct result of the District’s utilization of distance learning, intra-district cable, microwave or similar audio-visual technologies.
Article 24 — Summer School

If the District conducts Summer School, then District licensed employees shall have the right of first refusal for such assignment.
Article 25—Re-Employment of Retired Employees

A. Licensed teachers who retire under PERS from the Sutherlin School District and who are subsequently employed to complete their assignment will continue to be members of the bargaining unit until the end of the employee contract year. The District is under no obligation to re-employ retired employees and has the sole discretion over hiring decisions.

1. Licensed teachers shall give 60 days notice prior to effective retirement date.
2. Work days shall include any and all scheduled conference days, in-service days and student instructional days.
3. Insurance will remain at the capped amount as per contract, Article XVII.
4. The employee will drop down to the seniority equivalent of a first year teacher, but will retain their current placement on the salary schedule.
5. Subsequent continuous employed retirees’ salary will be frozen and remain the same as at the effective date of retirement.

B. Retired licensed teachers shall have the benefit of the provisions of this Agreement except as follows:

1. The termination of the employee’s limited duration assignment in completing the school year shall not be considered a discipline or dismissal and shall not grant the employee rights under Article XXIII, Layoff/Recall.
2. No PERS contributions will be made after the retirement date.
3. Retirees do not carry forward or earn incentive leave.
4. Sick leave will be awarded at one day per month; accrual is capped at a maximum of ten days total and all days will be credited when employment begins.
5. Personal leave will be awarded at one day per year, capped at a maximum of four days total. Unused personal leave at the date of retirement will be carried forward if subsequent continuous employment occurs.
Article 26 — Duration

This Agreement shall be effective July 1, 2019, upon ratification of both parties and shall continue in effect to June 30, 2021, except as modified herein.

Executed this 15 day of July, 2019.

Sutherlin School District #130

by

Board Chair

by

Chair, Sutherlin Bargaining Unit Bargaining Team

by

Superintendent

by

OEA Consultant
### Appendix A

**Sutherlin School District #130**  
**Licensed Salary Schedule**  
**2019-2021**

<table>
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# Sutherlin School District #130
## Licensed Salary Schedule
### 2020-2021

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Appendix B
Extra Duty — 2019-2021

Steps are a percent of the base salary:

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A  
Band/Choral Director - minimum of 2 concerts  
FFA Advisor  
HS Head Coaches:  
Baseball  
Basketball  
Cross Country  
Football  
Golf  
Soccer  
Softball  
Track  
Volleyball  
Wrestling  

C  
HS Yearbook Advisor  
MS Head Coaches:  
Basketball  
Cross Country  
Football  
Track  
Volleyball  
Wrestling  

E  
Athletic Liaison  
HS HOSA Advisor  
HS Leadership  
HS Assistant coach position if split between two persons will always be at E1.  
Special Olympics Head Coach — will always be paid at E1.  
Soccer  
Basketball  
Softball  
Any other sport will have to have Board approval.

B  
HS Cheerleading, 2 seasons, 2 separate contracts  
HS JV/Assistant Coaches:  
Baseball  
Basketball  
Cross Country  
Football  
Golf  
Soccer  
Softball  
Track  
Volleyball  
Wrestling  

D  
HS Drama – minimum 2 plays  
MS Assistant Coaches:  
Basketball  
Cross Country  
Football  
Track  
Volleyball  
Wrestling  

F  
MS Leadership  
MS Robotics – 5 weekends, 1 day a week after school  
HS Robotics – 5 weekends, 1 day a week after school  
Special Olympics Assistant Coach, only if more than one team and will always be paid at F1.  

OTHER  
Athletic Director (B2x)  
Curriculum Rate = Appendix “A”  
BA “0” step; 190 days/7 ¾ hrs
Appendix B1

Extra duty/extended Contracts  
2019-2020

**BASE: $41,442**

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Appendix B2

Extra duty/extended Contracts
2020-2021

**BASE: $42,270**

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