

**Morrow County School District**  
**and**  
**Morrow County Education Association**



**July 1, 2016 to June 30, 2019**

***Morrow County School District does not discriminate on the basis of race, religion, color, national origin, disability, marital status, genetic testing, age or sex in providing employment, education or access to education services, activities and programs in accordance with Title VI, Title IX and other civil rights and discrimination issues; Section 504 of the Rehabilitation Act of 1973 as amended; and the Americans with Disabilities Act of 1990.***

**PREFACE**

**CONTRACT BETWEEN MORROW COUNTY EDUCATION ASSOCIATION**

**AND**

**THE MORROW COUNTY SCHOOL DISTRICT**

This Agreement is entered into by and between the Morrow County Education Association, hereinafter called the "Association", affiliated with the Oregon Education Association, and the National Education Association and the Morrow County School District No. 1-R, Morrow County, hereinafter called the "District".

Whereas, the District has a statutory obligation to negotiate under the laws as requested by the Association, as the representatives of the members of the bargaining unit, and

Whereas, the parties in consideration thereof, the following are all hereby agreed as pertinent parts of this contract:

**TERM OF AGREEMENT**

This Addendum to the Agreement shall be effective upon the date of ratification, and shall be binding upon the District, the Association, and their members, and shall expire June 30, 2019.

Executed this 11<sup>th</sup> day of April, 2016, at Morrow County, Oregon, by the undersigned officers by authority of and on behalf of the Morrow County District Board and the Morrow County Education Association.

FOR THE ASSOCIATION:

FOR THE DISTRICT:

\_\_\_\_\_  
President, MCEA

\_\_\_\_\_  
Chairman, Board of Directors

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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## **ARTICLE 1**

### **RECOGNITION**

- A. The District recognizes the Association as the sole and exclusive bargaining representative for licensed employees employed or to be employed one-half time or more by the District for the duration of this contract. Supervisors, confidential employees, and licensed substitute employees are excluded from the bargaining unit.

The term licensed substitute employee means a licensed employee who is replacing a regular employee and who works less than forty-five (45) consecutive workdays in one school year in the same teaching position. A licensed employee who has worked forty-five (45) consecutive days or more in the same position in one school year is a temporary employee. Temporary employees are part of the bargaining unit.

- B. The term employee when used hereinafter in the Agreement shall refer to all licensed employees represented by the Association in the bargaining unit as defined above.
- C. The District agrees not to negotiate with or recognize any licensed employee organization other than the duly elected representative for the duration of this Agreement. Contacts between the District and the Association will be between the Superintendent for the District and the President for the Association.

## **ARTICLE 2**

### **NONDISCRIMINATION**

The Association and the District agree that they shall not discriminate against any employee covered by this agreement because of race, color, religion, national origin, gender, age, sexual orientation, marital status, disability, genetics or membership or non-membership in the Association.

## **ARTICLE 3**

### **MANAGEMENT RIGHTS**

- A. It is recognized that the Board has and will continue to retain the rights and responsibilities to operate and manage the District and its programs, facilities, properties and the District related activities of its employees, and the exercise of discretion related thereto, except as limited by this Agreement and applicable state law. Nothing in this Agreement shall require the Board to continue in existence any of its present programs, in its present form and/or location or on any other basis.

The duties, powers, rights, authority, and responsibilities of the Board specifically include, but are not limited to:

1. The executive management and administrative control of the school system and its properties and facilities;
2. The hiring of all employees and the right to determine their qualifications and the conditions of their continued employment or their discipline, dismissal, demotion, promotion or transfer;
3. The right of assignment and direction of work of all of its personnel, determination of the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days;
4. The right to establish the school calendar;
5. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein;
6. Adopt reasonable rules and regulations;
7. Determine the qualifications of employees;
8. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, building or other facilities;
9. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies;
10. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations;
11. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization;
12. Determine the policy affecting the selection or testing of applicants new to the District for employment providing such selection shall be based upon lawful criteria and determine the policy affecting the training of employees.

The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the District shall be limited only by the specific, written terms of this Agreement and then only to the extent that such terms are in conformance with the Constitution and the laws of the state of Oregon.

- B. Nothing in this contract shall restrict the District's right to contract or subcontract out bargaining unit work provided:
1. Said contracting or subcontracting is not the direct cause of employees being displaced from their work;
  2. Said contracting or subcontracting is not the direct cause of employees suffering any reduction in pay;
  3. Should said contracting or subcontracting be the direct cause of employees either being displaced from their work or suffering a reduction in pay, the District, upon the Association making a timely demand, shall have an obligation to bargain over the impact of subcontracting, but not the decision to subcontract. Such bargaining
  4. shall be pursuant to the expedited process as outlined in ORS 243.698.

#### **ARTICLE 4**

#### **ASSOCIATION RIGHTS AND PRIVILEGES**

- A. The Association may have the use of a bulletin board in each faculty lounge for use within legal bounds of such a privilege.

- B. Upon request, the Association's building representative shall be allowed to make brief announcements and reports at faculty meetings.
- C. The District shall place on the agenda of each regular Board meeting an opportunity for an Association representative to comment or make suggestions on matters discussed. The Association shall have the opportunity to ask that items be placed on the Board agenda if said items are made known to the Superintendent's office at least one (1) week prior to the regularly scheduled Board meeting.
- D. The Association has the right to have placed in the Superintendent's "Opening of School" letter to all licensed staff, a letter prepared by the Association informing employees that the Association is recognized as the exclusive negotiating representative for all licensed employees in Morrow County School District covered under this contract and while the contract is in force.
- E. The District agrees to grant five (5) leave days per year to the Association (not to each individual representative of the Association). The Association shall reimburse the district the cost of a substitute if one is hired.
- F. The rights granted to the Association will not be granted or extended to another competing employee organization except as provided by law, with the exception of items A & B above while this contract is in force.

## **ARTICLE 5**

### **RIGHTS OF PROFESSIONAL EMPLOYEES**

- A. Employees shall have the right to organize, join and assist the Association to participate in professional negotiations with the Board through the Association and to engage in other activities individually or in concert for the purpose of establishing, maintaining, protecting or improving conditions of professional service. None of the above shall be accomplished on school time.

- B. The District and the Association agree all employees have the unqualified right to file a grievance and that neither the Association nor the District may take any action against a staff member as a result of their having exercised, or declined to exercise, that right.
- C. Grading of Students  

Employees shall maintain the right and responsibility to determine grades and related evaluation of students. No grade will be altered without first reviewing with the employee the procedure used in such grading or evaluation. The District will make every effort to contact an employee no longer employed by the District before a grade is altered or changed. If and when a grade is changed by an administrator, the administration will initial and document said change and accept full responsibility for said change.
- D. Criticism by supervisor, administrator, or the Board of an employee and his/her instructional methodology shall be made in confidence and not in the presence of students, other employees, or parents.
- E. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- F. In accordance with Oregon law, employees may request and have in attendance a representative of the Association at any investigatory meeting which might reasonably be expected to lead to disciplinary action.

In the event a disciplinary action is to be taken, the employee shall be advised of the right to representation in writing at least twenty-four (24) hours in advance of the meeting at which the disciplinary action is to be presented to the employee.

## **ARTICLE 6**

### **MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE**

- A. A definition of responsibilities: A definition of the duties and responsibilities of all licensed employees, administrators, supervisors and other personnel pertaining to student discipline shall be reduced to writing by the Superintendent and presented to each employee at the start of each school year.

- B. Special assistance and disruptive students: It is expected that all employees will make every attempt to handle problems involving students; however, when, in the employee's judgment, the student is, by his/her behavior seriously disrupting the instructional program to the detriment of other students, the employee may exclude the student from the classroom and refer him/her to the principal. In this event, the principal shall confer with the employee and other concerned parties and attempt to arrive at a mutually acceptable solution to the problem.

If the building principal, the employee, the parents and the student together fail to solve the problem, the Superintendent shall be consulted. His/her decision, based on a review of all facts, shall be final.

- C. Any student who poses a threat of imminent harm to a bargaining unit member or other student(s) may be removed from the classroom. The bargaining unit member will have an opportunity to consult with the principal within 24 hours.
- D. School principals will meet with the bargaining unit members at the beginning of each school year to discuss building disciplinary standards and procedures and school district policies relating to threats of violence, assaults, or other dangerous student behaviors.

**ARTICLE 7**  
**EMPLOYEE EVALUATION**

- A. The evaluation process shall be in accordance with the District's evaluation policy.
- B. At the beginning of the school year a copy of the District's evaluation procedure will be provided to all employees via the District's website. Hard copies will be made available upon employee request.
- C. Observations of work performance shall be conducted openly and with full knowledge of the employee.
- D. In preparation for a formal observation, a pre-observation conference, which includes but is not limited to establishment of performance goals based on performance standards, and post-observation conference will be held with the employee.
- E. Copies of all written reports concerning a classroom employee which are placed in the personnel file shall be signed by the employee and a copy shall be given to the employee.
- F. Before changes are made to the evaluation policy, the District will meet and consult with representatives of the Association.

## **ARTICLE 8**

### **MAINTENANCE OF STANDARDS**

Conditions of employment, including teaching hours, extra compensation for duties outside regular teaching hours, relief periods, leaves and other teaching conditions shall be maintained as specifically as required by the expressed terms of the Agreement. The parties affirm hereby their understanding and agreement that the bargaining unit members shall not suffer a loss of compensation unless otherwise mandated by this Agreement.

## **ARTICLE 9**

### **PERSONAL LIFE**

The personal life of an employee is not the appropriate concern of the Board unless it can be shown to be impairing the effectiveness of the employee in his or her work assignments. Employees do recognize that an Oregon licensed teacher must meet the standards of Teacher Standards & Practices Commission and OAR 584-20-0000-0035 – the Competent and Ethical Educator.

## **ARTICLE 10**

### **ACADEMIC FREEDOM**

The Board and employees will strive to provide a teaching and learning environment which is free from unreasonable censorship and free from restraint upon inquiry and learning. Along with said freedom is the responsibility to see that what is taught follows the District approved course of study.

## ARTICLE 11

### VACANCIES, PROMOTIONS & TRANSFERS

- A. Vacancies are classified as three levels.
1. Level I - In-district building level vacancy. Level I vacancies are only posted in the building which they occur.
  2. Level II - In-district vacancy. Level II vacancies are posted in-district only.
  3. Level III - MCSD vacancy. Level III vacancies are posted both in and out of district.
    - a) All vacancies shall be posted as they occur and will be posted in a place accessible to bargaining unit members and sent via electronic notification from the district office. It is the discretion of the administration to post vacancies at any of the three levels.
    - b) The district shall continue to receive applications/letters of interest for vacancies for a minimum of seven (7) calendar days after it provided notice of said vacancies.

B. Applications for Vacancies

1. Employees interested in filling vacancies as provided herein shall have the responsibility to contact the personnel office and apply for the position prior to the closing date for applications. In-district applicants shall apply with letter of interest outlining their interest and experience.
2. Employees who have indicated their interest in a vacancy as provided herein and who meet the minimum qualifications for the vacancy shall be provided an interview for same.

C. Involuntary Transfer

1. When an employee is involuntarily transferred, he/she will have the opportunity to make known to the appropriate administrators his/her wishes regarding a new assignment.
2. Notice of an involuntary transfer will be given to the employee as soon as possible.
3. If an employee is involuntarily transferred during the school year (when students are in school), the District will provide one (1) day for relocation and preparation. If the transfer is to a different school within the District during the school year, then one (1) additional day may be granted if needed, at the discretion of the administration.

## ARTICLE 12

### EMPLOYEE HOURS AND CONDITIONS

#### A. Employee Hours

Regular building hours for teachers shall be eight and one half (8½) hours. On the last student day of the week and the day preceding a school vacation period, teachers may leave one-quarter hour after dismissal of students. Teachers shall request permission from their administrator when deviation from these hours is necessary. Modification to the workday for PLCs or similar workgroups may be made at the building level by a two-thirds (2/3) majority vote of teachers.

#### B. Employee Loads

1. No secondary employee shall be assigned more than six (6) different preparations per term unless an employee volunteers to do so.
2. All secondary employees will have one (1) regular class period for the specific purpose of preparing for teaching assignments.
3. All elementary employees shall be provided with an unassigned thirty (30) minutes continuous preparation time within the student contact day. The specific organization of that time shall be mutually agreed to by the building administrator and the teaching staff at each level. If a situation exists where the individual employee prefers an alternate preparation time, it may be mutually agreed to by the employee and the building administrator, but not during assigned time in school with pupils.
4. If an employee is assigned by the administration to cover classes or duties for an absent employee, the assigned employee will receive the hourly extended contract rate for each full class period covered. The administrator may make other mutually acceptable arrangements with the employee to replace the time spent covering an absent employee's classes or duties.

#### C. All licensed personnel will have a duty-free continuous 30 minute lunch break within the normal school day.

#### D. An employee engaged in negotiations on behalf of the Association with any representatives of the District or participating in but not preparing for any professional grievance negotiation during the school day shall be released from regular duty without loss of salary.

## ARTICLE 13

### SUBSTITUTE EMPLOYEES

- A. It is the responsibility of the employee to electronically file their leave in the online system. This must be completed prior to the absence by using the timeline designated by building administration. If it is not possible to do so, it is the responsibility of the employee to contact the principal or the head secretary.
- B. Whenever an employee is absent from school, for whatever purpose, every reasonable effort shall be made by the administration to hire a qualified substitute.
- C. A master list of substitutes shall be completed in the Superintendent's office and will be sent out electronically to each school secretary.

## ARTICLE 14

### TRAVEL REIMBURSEMENT

Employees who are required to use their own automobiles in the performance of their duties and teachers who are assigned to travel to more than one (1) school per day will be reimbursed for all such travel at the current IRS rate.

The District shall arrange for and maintain appropriate liability insurance to cover all damages, losses and expenses incurred by an employee against who, any action shall be brought for any act or omission arising out of the authorized use of his/her automobile in the performance of school duties.

## ARTICLE 15

### SCHOOL CALENDAR AND SCHOOL WORKYEAR

- A. The school calendar will be established by the District after consulting with employees.
- B. If the last day of school prior to the Christmas vacation falls on December 23<sup>rd</sup> or December 24<sup>th</sup>, dismissal time will be 1:30pm.
- C. For the 2016-17 school year, and for each additional year in the life of this contract, for which the four (4) day student week is continued, there will be 150 student contact days; **six (6)** eight (8) hour employee in-service days; **seven (7)** eight (8) hour employee work days; four (4) paid holidays; **four (4)** additional four (4) hour Fridays (2 work days and 2 in-service days); **16** hours total for conferences and 2 hours for Open House to be added by the building principal.
- D. There will be parent/teacher conference time following each first and third nine week grading period, or as determined by staff and administration at the building level, with emphasis directed at maximizing parent participation.

- E. It is understood that teacher presence is highly valued at student/parent activities. Teachers' participation in their building's student/parent events is strongly encouraged.
- F. For purposes of accounting leave: A day will be considered eight (8) hours and a half-day four (4) hours.
- G. In the event that there is a snow day on a work day – the district will set aside a makeup day within the calendar. For each full snow day, staff will be expected to work half of that time. (Example – 1 snow day; staff work 4 hours on the set aside day; 2 snow days; staff work 8 hours on the set aside day).
- H. Beginning with the 2016/17 school year, inclement weather will no longer be counted as instructional time. All inclement weather student days must be made-up. The district will earmark four (4) student make-up days in the district calendar to be used if needed.

## **ARTICLE 16**

### **EMPLOYEE ASSIGNMENT**

- A. Employees will not be assigned, except temporarily and for good cause, outside the scope of their teaching licenses and/or their major or minor fields of study.
- B. All employees will be given notice of their specific assignment, class, subject, building and room for the forthcoming year by the last working day of the current school year. If an assignment is changed by the District after the notification, the employee will be notified of that change as soon as possible.
- C. When making assignments, every effort will be made not to impose an unreasonable amount of interschool travel.

## ARTICLE 17

### SITE COUNCILS

- A. The District shall establish building site councils (known as 21<sup>st</sup> Century Schools Councils under the law) as mandated by Section 14, Chapter 693 of Oregon Laws, 1991. The duties of any such site councils shall be those defined by law, District policy or this Agreement.
- B. The parties recognize that site councils include representatives from the classified employees, administration, the District's patrons, as well as from the licensed staff. However, the parties hereby agree that the representatives of the licensed staff shall be determined in accordance with ORS 336.745 (3). Further, a "direct election" as provided therein shall be conducted no later than September 15 of each school year.
- C. Each site council may determine its meeting schedule.
- D. Bargaining unit members who serve on the site councils shall be eligible to receive a stipend of \$30 for each time the council meets to conduct business outside of the workday as defined in Article XXI, Section A of the Agreement. However, in no event shall the total compensation as provided herein exceed \$240 per year for each bargaining unit member. Further, bargaining unit members must attend the site council meetings to be eligible to receive the stipend provided herein. The total cost to the District of any stipend as provided herein shall not exceed \$1,200 per site council per year.
- E. The decisions of each site council shall be in compliance with the law, District policy, administrative regulation and this Agreement.

## ARTICLE 18

### PERSONNEL FILES

- A. All official records of licensed personnel employed by the District shall be kept in the District office under an adequate protection at all times. Such records may be inspected only by the individual concerned, the School Board in executive session, the Superintendent, or persons acting for and under the Superintendent's direction, or by others authorized in writing by the Superintendent and/or the individual concerned. The Superintendent or designee will notify the employee via e-mail, phone or mail if authorization to access the personnel file is requested.
- B. The personnel records so filed shall include, but not necessarily be limited to the following items:
  - a) Annual performance evaluation reports (required state form and District forms, if any);
  - b) Academic transcripts;
  - c) Completed application for employment;
  - d) Medical report information;
  - e) Employment contracts;
  - f) Records of additional academic work and related growth experience bearing on salary adjustments;
  - g) Copies of commendations, complaints and suggestions relative to professional performance;
  - h) Teacher certification information;
  - i) Any replies, comments and explanations the individual wishes to append to such data and reports over his/her signature.
2. There shall be one (1) official personnel file.
3. Supervisors may maintain working files to assist them in their supervisory functions.
4. Removal of personnel files for examination by authorized parties is to be done only by an authorized central office staff member.
5. The employee concerned will receive a copy of any non-confidential documents contained therein upon request.
6. Evidence not previously recorded in the employee's personnel file prior to the formal notification of the demotion, discipline, or other involuntary change in the employment status shall not be used by the Board as a basis for its action.
7. At least once every year, an employee will have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate for retention. Said documents will be reviewed

by an appropriate member of the administration and if the administrator agrees and if such removal is otherwise legal, they will be destroyed.

8. By appointment, an employee may review his/her personnel file. Said review shall be made in the presence of designated staff in the District's administrative office.

C.

1. No material which is adversely critical to a bargaining unit member's conduct, performance or ability to perform will be placed in his/her personnel file unless the bargaining unit member has had an opportunity to review the material. The bargaining unit member will acknowledge that he/she has had an opportunity to review such material by affixing 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. The bargaining unit member will also have the right to submit a written rebuttal to such material which will be attached to the file copy.
2. Records pertaining to disciplinary actions which are reduced or eliminated through the grievance procedure will be amended in, or eliminated from, the personnel file as indicated by the results of the grievance process.

## **ARTICLE 19**

### **PROFESSIONAL COMPENSATION**

- A. Salary Schedules
  - 1. The basic salaries of employees covered by this Agreement shall be set forth in Appendix A. A step increase will be granted to those who are eligible.
  - 2. Appendices B -- F are included for extended responsibility and extra pay, respectively.
- B. Effective with this Agreement, beginning with the 2014-15 school year, employees entering the District shall be given full credit for full-time, contracted and licensed past experience in other districts. Current employees, who did not receive full credit for past service, will be grandfathered in and moved to the step they would be on if not limited to 8 years of experience. Returning PERS retirees and any out of state retirees are restricted to receiving credit for a maximum of 8 years of prior full-time, contracted and licensed service and will be placed on the 9<sup>th</sup> step of the salary schedule in the column corresponding to their training and education. If a retiree is rehired for subsequent years, he/she will be placed once again at the 9<sup>th</sup> step and will not advance on the salary schedule. Morrow County School District retirees may request to work the remainder of the current school year (if retiring mid-year) or one additional year if retiring effective June 30th at their full salary. After that year, they would have to reapply for the position and interview annually. If selected, at that point, the employee would be placed on the 9<sup>th</sup> step of the salary schedule in the column corresponding to their training and education.
- C. For movement on the salary schedule: Hours earned toward advancement on this salary schedule shall be upper division or graduate hours; in-district credit as approved by the principal, and the superintendent or designee; or, lower division credit that relates to district goals.
- D. Any employee who intends to advance horizontally on the salary schedule must notify the clerk by March 15<sup>th</sup> preceding the year in which the advance will occur.
- E. When an employee has earned the right to a higher salary by reason of increased professional training, the change shall be made at the start of the school year. Certificate of earned credits for this purpose shall be by transcript or by certificate of completion and filed in the Superintendent's office by November 1<sup>st</sup>. The district will not accept online grades.
- F. All placements on the salary schedule are based on a BA degree and a legal Oregon Teaching License. For purposes of this schedule, the columns and their degree designation assume that the teaching license was earned at the time of the granting of the degree and that hours granted beyond the degree are also hours beyond the earning qualifications for teaching.
- G. If a regular pay date during the school term falls on a day when school is not in session, employees shall receive pay on the last day of the school session. Each employee shall receive 2 of his/her summer paychecks on the last work day that school is in session, one of which will be paper and the 3<sup>rd</sup> either by mail or direct deposit within 5 business days. Unused personal leave will be included, or cost of third personal day used will be

deducted from the employees final check of the school year (10 month pay employees – last working day; 12 month pay employees – 3<sup>rd</sup> and final check of the school year.)

- H. Any balance in the Board's contractual salary, due to an employee not returning to the District, shall be paid on the last workday of the school term unless otherwise provided by the written consent of the teacher.
- I. Each employee shall be paid on the basis of twelve (12) or ten (10) equal payments, whichever the employee should select.
- J. The District and the Association recognizes that teachers offering Early College Credit (e.g Eastern Promise & CTE Dual Credit) incur an additional workload. Teachers who teach these classes are expected to participate in PLC meetings, common scoring sessions, and curriculum development as appropriate. Teachers will be offered a flat compensation of \$100 per credit for the course(s) being offered. Compensation is for each course offered, not the number of times the course is offered. Compensation will be received with the employee's last check of the school year. Staff administering a challenge test are not eligible for this compensation. Non instructed courses will not be compensated.

## **ARTICLE 20**

### **DUES AND PAYROLL DEDUCTIONS**

- A. Any employee who is a member of the Association or who has applied for membership may sign and deliver personally or through the Association to the Superintendent an assignment authorizing deductions of membership dues in the United Teaching Profession (i.e., MCEA, OEA-NEA). Such authorization shall continue in effect from year to year, unless revoked in writing as hereinafter provided. Pursuant to such authorization, the District shall deduct and remit monthly one-tenth of such dues from the regular salary check of the employee each month for ten (10) months, beginning in October and ending in July of each year. (Deductions for employees who join the Association after the commencement of the school year shall be appropriately prorated so that payments will be completed by the following July.)
- B. Withdrawing the payroll deduction for such dues may be accomplished by writing letters to the Oregon Education Association and the withdrawal must be in accordance with OEA rules and regulations.
- C. Upon appropriate written request from the employee, the District shall deduct from the salary of any employee and make appropriate remittance for the following approved deductions: Credit Union, Cancer Insurance, Tax Sheltered Annuity, Morrow County Education Association Scholarship Fund (\$5.00 minimum contribution).
- D. In addition, the District shall perform the same service for Association members for any insurance plans offered for Association members within the mechanical limits of the District's accounting system.

- E. Nothing in this article is to be construed as limiting the District from performing the same services for non-Association members.
- F.
  - 1. The District recognizes the right of the Association to try and collect, from each of the bargaining unit members, their fair share of Association costs of collective bargaining and contract administration.
  - 2. The District is under no obligation to collect or deduct dues from any bargaining unit member, but does agree to deduct Association dues from the monthly paychecks of those members who make the request in writing.

## **ARTICLE 21 INSURANCE**

- A. The District shall provide each regular licensed employee and his/her family with insurance benefits. The Association and the District shall pick the insurance carrier and coverage given the constraints in Section B herein. The district and the association will explore comparable coverage in the state pool, without increasing out-of-pocket expense, and within the cap.
- B. The District's contribution towards the total cost of premiums for insurance coverage as provided in this contract shall be:
  - 1. From October 1, 2016 to the September 30, 2017 the District's obligation toward the premium cost shall not exceed \$1275 per employee per month. Additionally money will be added to an "insurance pool" based on the number of opt-out VEBA participants (See "F" below).

For staff members who elect Health Plan H – 100% of the difference between the cost of the insurance for Plan H and the \$1275 cap will be put into a Health Savings Account (HSA).
  - 2. For new licensed staff hired for the 2012-13 school year and beyond, the district will pro-rate the district's contribution for the total cost of health insurance premiums as provided in this contract, based on the assignment FTE of the employee in a regular teaching position. (i.e., .75 FTE will receive 75% of benefits; .50 FTE will receive 50% of benefits, etc.).
- C. Insurance benefits, as provided, shall be effective for the entire term of the Agreement. In the event that no new Agreement has been realized by June 30, 2019, the parties stipulate that the benefits provided and the Board's contribution towards the costs of premiums for benefits shall remain in effect at the "status quo" until such time as a successor Agreement is ratified.
- D. The District will provide insurance for repair or replacement of personal items which are used as teaching aids and which are itemized and listed on the District's insurance policy with a \$25.00 deductible. This will be a part of the District's insurance program.

- E. The District maintains the right to determine the method of premium payment for all insurance agreed upon at the most reasonable cost to the District provided that the method chosen does not reduce the insurance benefit to the individual employee.
- F. Subject to the rules and regulations of the insurance carrier, OEGB, and the IRS, active employees who maintain and provide proof of another medical benefit plan may opt-out of District sponsored health insurance coverage. Employees who opt-out of health insurance coverage, and who are otherwise eligible for a District contribution towards insurance premiums, may receive 50% (\$637.50) of the employee's maximum District insurance contribution as a contribution toward a District Sponsored Health Reimbursement Arrangement (HRA) VEBA, as long as such contribution would not create disadvantageous tax consequences for the District or the employee.

Of the remaining \$637.50 one hundred percent (100%) or \$637.50 will go into an insurance pool and will be divided among the remaining active employees enrolled in OEGB plans. Opt-out decisions must be made at annual enrollment and the "pool" will be based upon opt-outs at annual enrollment.

Eligible employees who do not maintain and provide proof annually of another employer-sponsored group medical plan will not be permitted to opt-out of District sponsored group insurance coverage.

Around April 1<sup>st</sup> of each year the parties agree to a limited re-opener to discuss salary and the insurance cap for the following year.

## ARTICLE 22

### RETIREMENT OPTIONS

When an employee meets the requirements outlined below and receives retirement benefits under PERS, the District shall offer the following retirement options:

**Application:** An employee desiring to receive any of the benefits outlined in this Article shall notify the Superintendent in writing at least sixty days prior to the anticipated date of retirement.

**Option #1:** As of July 1, 2003, an employee must have completed twenty (20) years of teaching, of which ten (10) years must have been in service to the School District.

The District shall pay the amount of the District cap toward the monthly premiums for the employee's present insurance programs at the time of retirement for seven (7) years or until employee qualifies for the federal Social Security Medicare coverage, whichever is earlier.

In the event of the employee's death prior to both the end of the seven year period and coverage under Medicare, the District, if the spouse of the teacher is, at the time of the employees death not covered by Medicare, shall pay monthly premiums incident to covering such spouse until such time as the seven year period would have expired or the employee's spouse becomes covered by Medicare, whichever occurs first.

The District agrees to allow a retired employee to buy group health / medical insurance beyond the seven years described above, until Medicare benefits start, under the following conditions:

1. Such coverage is available under the current insurance carrier.
2. There is no cost to the District beyond the clerical costs.

Option #1 is available only to those employees who have met the qualifications as explained above as of July 1, 2003.

**Option #2:** Those employees who do not meet the qualifications for Option #1 above, but have been with the District at least 10 years or more shall, upon proper application as outlined above, receive a monthly amount equal to 1/35<sup>th</sup> of the seven year premium amount, as outlined in Option #1 above for each year of service prior to July 1, 2002. These employees shall also have the option to participate in a prospective matching program, with the District contributing up to \$50 per month each into a TSA or a qualifying retirement plan of the employees choosing and the employee contributing an equivalent amount through payroll deduction, as long as at least 30 certified employees choose a particular company and the employee is otherwise eligible to participate. The requirement for at least 30 certified employees using a particular company shall not apply if there are less than 4 companies being used by certified employees at the time. Employees may contribute more than \$50 per month, however the District will only match up to \$50 per month.

Option #3: Those employees who were hired prior to July 1, 2002, but have less than 10 years with the District as of July 1, 2002 shall have the opportunity to participate in a matching program, with the District and the employee contributing up to \$35 per month each into a TSA or qualifying retirement plan of their choosing, as long as at least 30 certified employees choose a particular company and the employee is otherwise eligible to participate. The requirement for at least 30 certified employees using a particular company shall not apply if there are less than 4 companies being used by certified employees at the time. Employees may contribute more than \$35 per month, however the District will only match up to \$35 per month.

Option #4: Those employees who are hired after July 1, 2002, shall have the opportunity to participate in a matching program, with the District and the employee contributing up to \$20 per month each into a TSA account or qualifying retirement plan of their choosing, as long as at least 30 certified employees choose the company and the employee is otherwise eligible to participate. The requirement for at least 30 certified employees using a particular company shall not apply if there are less than 4 companies being used by certified employees at the time. Employees may contribute more than \$20 per month, however the District will only match up to \$20 per month.

## ARTICLE 23

### SICK LEAVE

A. **Sick Leave:** Employees who are absent because of personal illness shall receive compensation in accordance with ORS 332.507 and the following provisions:

1. All employees shall be granted eighty (80) hours sick leave during each school year. Such sick leave shall be credited to said employees on the first employee duty day of the fall term.
2. Accumulation of unused sick leave shall be unlimited. Unused accumulated sick leave will be applied to retirement in accordance with Pers guidelines.
3. An employee who has accumulated sick leave during employment in another school district, shall, upon proper verification, be allowed sick leave days in accordance with ORS 332.507
4. Pursuant to ORS 659A.029, sick leave shall be granted for the period that an employee is unable to teach because of pregnancy or childbirth.
5. Employees will be permitted to donate sick leave to a sick leave bank administered by the MCEA Executive Committee in compliance with this article. Records for the sick leave bank will be kept by the District Office.
  - a. The sick leave bank is set up for the purpose of allowing current licensed employees to donate sick leave to specific current licensed eligible employees of the District.
  - b. Eligibility: 1. To be eligible a current employee must be absent from work because of an injury or illness to the employee that prevents the employee from working. 2. To be eligible a current employee must not be receiving any of the following: Other District paid leave; workers compensation benefits; PERS; Social Security or PERS disability benefits; or long term disability insurance benefits. 3. To be eligible a current employee must be otherwise eligible to receive sick leave. 4. Employees will not be denied the ability to participate in the sick leave bank as either a donor or receiver based on membership or non-membership in the Association. 5. To be eligible a current employee must apply to and be approved by the MCEA Executive Committee or designee, upon said written approval to the District Office the following will happen:
  - c. The District office will send out a request for a donation of one sick leave day from each licensed employee. An approved employee may receive up to 30 days of sick leave on the first request, and should it be approved by the MCEA, an additional up to 30 days on the second request within a twelve (12) month period. If more than needed days are donated in any one request, the MCEA Executive Committee and the District Office will devise a random selection to pick the requested days and the rest shall be returned to the individuals.
  - d. The sick leave bank does not create any obligation on the part of the District or the MCEA to provide sick leave to any employee who has exhausted their accrued sick leave.
  - e. The District will begin to request days after the days currently on the books, (145) have been used.

B. Injury on duty: The absence of an employee because of illness or accident for which he/she receives compensation from the State Accident Insurance Fund shall be considered as sick leave. SAIF compensation from the time lost (but not disability

settlements) shall be deducted from sick leave compensation paid to the employee by the District. However, the amount of sick leave time charged against the employee's sick leave account shall be only that portion of each day for which he/she is actually compensated by the District. Such payments shall be discontinued when the employee's accumulated sick leave is exhausted.

## ARTICLE 24

### PAID LEAVES OF ABSENCE

#### A. Personal Leave \*

1. Each licensed employee will be granted twenty-four (24) hours non-cumulative personal leave per year. The first sixteen (16) hours of the leave will be at no cost to the employee. The licensed employee will provide a minimum of two (2) days notice, if possible, before taking such leave. The third day of leave will be at the cost to the employee equal to the District's cost of an appropriate substitute. In the event that the teacher is on approved OFLA/FMLA/ADA/Workers Comp leave, the cost of the 3<sup>rd</sup> day will be borne by the district. The Board agrees to reimburse employees who do not take the first and second day of leave an amount equal to a substitute teacher's pay for each unused day.
2. Good Cause: Other leaves of absence with pay may be granted by the Board for good reason.

#### B. Bereavement

Up to 32 hours bereavement leave, per event, will be granted upon the death of a member of the immediate family or death of a person who, because of close association, is perceived as a family member.

Definition of "Family Member" means spouse ("spouse" means individuals in a marriage including "common law" marriage and same-sex marriage), custodial parent, noncustodial parent, adoptive parent, stepparent or foster parent, biological parent, child of the employee (biological, adopted, foster or step child, a legal ward or child of the employee standing in loco parentis) or a person with whom the employee is or was in a relationship of "in loco parentis", grandparent, grandchild, parents-in-law or the parents of the employee's registered domestic partner.

In the event of a death involving other than those mentioned above, only the superintendent may approve the request for leave.

#### C. Paid Oregon Sick Time \*

In accordance with the Oregon Sick Time statute, the district agrees to pay up to forty (40) hours per year of paid sick time. This leave may be used in the case of mental or physical illness, injury or health condition, need for medical diagnosis, treatment of a mental or physical illness, injury or health condition, or need for preventative medical care for self or for care of family member for reasons listed above. Paid sick time may also be used for the death of a family member, bereavement, or participation in a legal or civil proceeding related to domestic violence, harassment, sexual assault, or stalking. This paid sick time will be front-loaded to the employee at the beginning of each year. The employee may carry up to forty (40) hours of unused sick time from one year to the subsequent year.

#### D. Abnormal Situations

In the event school is closed due to inclement weather and students are not asked to report, teachers shall not be required to report to work nor shall they suffer a loss of pay. The District shall, however, have the right to make up such days without additional compensation.

In situations where an employee cannot report to work because of flood, storm, or other acts of God, he/she will be paid if he/she has made every reasonable effort to anticipate such emergency and to make the necessary arrangements to be available for work. In these cases the employee will notify the District as soon as possible of his/her absence.

#### E. Jury Duty and Court Appearances

1. Employees called to jury duty will be paid their regular salary. Payments received for jury service shall be forwarded to the District Office.
2. Employees under subpoena to testify as a witness before a court, or other bona fide judicial body will be paid their regular salary. Payments received for service as a witness will be forwarded to the District Office.

\*Proration of Leave: Leave marked with an "\*" in this article will be prorated for those employees who by contract or by unpaid leave work less than a full year for the District. This proration will not be retroactive. It will only impact leave available during the shortened contract or at the onset of unpaid leave.

## ARTICLE 25

### UNPAID LEAVES OF ABSENCE

- A. Professional Study: After four (4) years of successful teaching in the Morrow County School District, an employee may apply for an unpaid leave of absence for schooling. Such leave request will be granted, provided it satisfies the following criteria:
1. Requests must be submitted in writing to the Superintendent by April 15.
  2. Requests must contain the specific reason for the leave.
  3. Requests must show some benefit to the school system.
  4. Requests must stipulate the amount of leave time needed.
  5. Requests must provide an expected date of return and, if the leave granted is for one (1) year, then notice of intent to return will be given to the Board no later than April 15<sup>th</sup> during the year in which leave is granted.
  6. An employee on leave for schooling would retain his or her position the following year, and would receive a normal increment as though he/she had been teaching. Failure to attend school once a leave is granted for that purpose would cause the District commitments in this paragraph to be null and void.
  7. If an emergency situation prevented an employee from fulfilling the requested leave for schooling, the employee will be able to retain the same or substantially the same position the following year but would not receive a pay increment.
- B. Travel: After four (4) years of successful teaching in the Morrow County School District, an employee may apply for an unpaid leave of absence for travel and such leave may be granted at the discretion of the Board subject to the following criteria being met:
1. Request for leave must be submitted in writing to the Superintendent by April 15.
  2. Request must contain reason for the leave.
  3. Request must show how travel would benefit the students and school system.
  4. Request must stipulate amount of leave time needed.
  5. Request must provide an expected date of return and if the leave granted is for a full year, then notice of intent to return will be given to the Board no later than April 15 during the year in which the leave is granted.
  6. Report must be given to Board upon return.
  7. An employee on approved travel leave would retain his or her position the following year, and would receive a normal increment as though he/she had

been teaching. Failure to use the leave for the specified purpose would cause the District commitments in this paragraph to be null and void.

8. If an emergency situation prevents an employee from fulfilling the requested leave for travel, the employee would be able to retain the same or substantially the same position the following year but will not receive a pay increment.
- C. A leave of absence of up to two (2) years shall be granted to any employee, upon application, for the purpose of serving as an officer of the Association or on its staff.
- D. Maternity or Adoption: Maternity or adoption leave of up to ten months shall be granted licensed employees upon request. Readiness of re-employment shall be discretionary with the licensed employee involved, but shall not extend beyond one contract year. At the onset of the leave the employee involved shall give the principal a realistic estimate of time of return.
- E. Child Care: A leave of absence may be granted to any employee for the purpose of childcare.
- F. Return from Leave: Benefits – All benefits to which an employee was entitled at the time of the leave, including seniority and unused accumulated sick leave, shall be restored to the employee upon his/her return, and the employee shall be assigned to the same or substantially the same position if possible, which the employee held at the time said leave commenced.
- G. Extension & Renewals: All extensions or renewals of leaves shall be applied for and granted in writing.
- H. Employees wishing leave for Association work should make application by June 30. Said employees wishing to return to the District shall give such notification by April 1.
- I. Benefits During Unpaid Leave: When the unpaid leave is granted, the employee will be given the opportunity of continuing to receive District provided benefits (hospital-medical insurance, dental and vision insurance). The employee will remit to the District Office said payments as directed by district staff to cover the costs of maintaining the employee's benefits. It is understood that, if illness occurs during an unpaid leave, no sick leave pay will be provided by the District.

## ARTICLE 26

### PROFESSIONAL & EDUCATIONAL DEVELOPMENT

#### **Tuition Reimbursement**

During the fiscal year (July 1<sup>st</sup> through June 30<sup>th</sup>), 25% of the current licensed staff will be reimbursed up to a maximum of nine (9) quarter hours for approved course work as outlined:

- Three (3) quarter credit hours earned: no commitment to the district.
- Four – five (4-5) quarter credit hours earned: employee agrees to continue to work for the district for a minimum of one (1) additional year.
- Six - eight (6-8) quarter credit hours earned: employee agrees to continue to work for the district for a minimum of two (2) additional years.
- Nine (9) quarter credit hours earned: employee agrees to continue to work for the district for a minimum of three (3) additional years.

If the employee resigns prior to fulfilling the agreement, repayment of tuition reimbursement to the district will be taken out of employees last checks.

*Exception: If an employee is involuntarily terminated, no money will be owed for any Tuition Reimbursements made by the District. Special circumstances may warrant the Superintendent to waive a portion or all of the money received by a teacher under the Tuition Reimbursement in this article. Layoff situations are exempted from this provision. Staff on leave must return to work before any payment is made.*

Rate of payment will not exceed the actual tuition at an Oregon state college rate for up to 9 credits. Any non-state college course taken will be paid at the average rate of tuition only of the 6 Oregon state colleges. All credits must be received and reimbursement applied for in the same fiscal year. Any payment for coursework made between June 1<sup>st</sup> and June 30<sup>th</sup> for summer term will be recognized as being in the new fiscal year.

Reimbursement will be on a first-come, first served basis, with all applications made no later than May 15<sup>th</sup> of each year for credits earned that school year. If more than 25% of staff apply for reimbursement in any given year, those not funded under the “first-come, first-served” scenario, will be guaranteed payment the subsequent year, not to exceed 9 credits of payment. By May 15<sup>th</sup> of each year the District & the Association will determine the amount of money left in the tuition reimbursement pool, and, if there are remaining funds, will equitably distribute the remaining money to those employees with approved, but unreimbursed tuition requests.

The District will reimburse for tuition under the following guidelines:

- 1) Upper division or graduate level coursework required by Teacher Standards & Practices Commission for full Oregon licensure and/or to be considered highly qualified (HQ) under NCLB legislation; Verification required for approval; or
- 2) Coursework taken as part of a master’s program in the education field; or
- 3) Upper division and/or graduate level credit that is germane to the teaching assignment and/or in line with school and/or district goals; or
- 4) Upper division or graduate level coursework that is at the discretion of the district and taken for the upgrading of a license (i.e., adding additional endorsements, administrative licensure, etc); or
- 5) The teacher must obtain written approval from the superintendent, assistant superintendent or human resources director, on the district approval form, prior to the

start of the any coursework for undergraduate/lower division or graduate credit not met by 1-4 above (i.e., lower division language classes, computer courses, etc.)

In addition to the coursework restrictions provided above, the following requirements must be satisfied by the employee before reimbursement will occur:

- 1) The teacher must submit an itemized receipt for the amount of tuition paid.
- 2) The employee must submit a transcript or grade slip indicating a “pass” grade or better. No online grades will be accepted. The transcript may be unofficial.
- 3) The employee may submit for tuition reimbursement prior to receiving a transcript, but must do this on or before May 15<sup>th</sup> for credits earned that school year.

### **Workshops/Conferences/Professional Events**

The district will set aside \$15,000 for workshops, conferences and/or professional events for teachers. All requests must be approved by the principal and/or site council before being forwarded to the assistant superintendent for final approval. Teachers must select events that are germane to their teaching assignment or are in accordance with school and/or district goals. Licensed staff that do not receive prior approval may attend one event with the district paying no more than \$150.

## **ARTICLE 27 NEGOTIATION PROCEDURE**

- A. This contract between the Association and the District supersedes the previous collective bargaining Agreement.
- B. This contract shall continue as written unless changed in negotiations. Either the District or the Association may notify the other of its wish to open negotiations under law. Such notification and request to open negotiations shall be made prior to October 1, prior to the June 30 ending of the current Agreement.
- C. The parties shall be obligated to provide each other information as required by ORS 243.672 (1) (e) and ORS 243.673 (2) (b), respectively.
- D. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing by both parties.
- E. The District shall print copies of the final Agreement; one copy shall be placed in each of the District schools. Incoming teachers to the District shall be given a complete copy of the final Agreement. The District shall send one of the printed copies to the Association.
- F. Around April 1<sup>st</sup> of each year of this agreement, the parties agree to a limited re-opener to discuss the financial package, including salary, insurance and/or other health related benefits, for the following year. Each side may also bring forward two (2) additional, non-financial issues for consideration.

## **ARTICLE 28**

### **GRIEVANCE PROCEDURE**

#### Purpose

The purpose of this procedure is to provide an orderly method for resolving grievances as herein defined. A determined effort shall be made by the Board, the administration, the grievant and the Association to settle grievances at the lowest possible level in this procedure.

#### A. Definition

##### 1. Grievance

A claim by an employee or a group of employees of an alleged violation of a specific provision of this Agreement.

##### 2. Aggrieved

The employee, or group of employees, or the Association making the grievance. If the aggrieved is a group of employees of the Association, all members of the bargaining unit known at the time the grievance is initiated or appealed to be included in the group shall be specifically identified.

##### 3. Party in Interest

The employee, or employees making the grievance and any person who might be required to take action or against whom action might be taken in order to resolve said grievance.

##### 4. Days

Working school days, including weekdays during summer break. Weekend or vacation days are thus excluded. The number of days indicated at each level should be considered as a maximum and every effort be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. During the summer break, the time limits may be extended at the request of either party.

##### 5. Representative

A member of the Association, an official representative of the Association, or any other employee requested by the aggrieved to represent him/her during the grievance procedure.

## B. Time Limits

1. The time limits herein shall be binding on all parties unless waived or extended by written mutual agreement. The grievant and the District may, by written mutual agreement, extend or modify the time limits herein as is appropriate. Both parties agree to act in good faith in extending or modifying time limits.
2. If a grievant fails to initiate his/her grievance within the time specified herein, the grievance shall be deemed waived.
3. If a grievant fails to process his/her grievance according to the time limits set herein, the grievance shall be resolved in accordance with the response of the administration at the preceding step.
4. If the District fails to adhere to the time limits set herein, the grievance automatically advances to the next step.

## C. Grievance Process

### Step 1:

The grievant shall discuss the grievance informally with his/her supervisor within ten (10) days from the occurrence of the grievance or ten (10) days from the grievant's first knowledge of the grievance.

The supervisor will have five (5) days to respond to the informal grievance.

If the grievance remains unresolved, the grievant shall submit a written grievance to the principal within ten (10) days from the receipt of the informal response, but in no case more than twenty-five (25) days from the occurrence of the grievance or grievant's first knowledge of the grievance.

The grievance statement shall contain:

- 1) A statement of the grievance and relevant facts;
- 2) The management action or inaction which violated the Agreement;
- 3) The specific provisions of the Agreement alleged violated; and
- 4) Specifically how the management actions or inactions violated the specific contract language cited;
- 5) The remedies sought by the grievant which would resolve the grievance.

The principal shall respond in writing to the grievant within ten (10) days; a copy of his/her response shall also go to the Association.

### Step 2:

If the grievance remains unresolved, the grievant shall submit the grievance statement to the Superintendent within ten (10) days from receipt of the supervisor's response.

The Superintendent shall give a written response to the grievant within ten (10) days after receipt of the grievance statement; or

Step 3:

If the grievance remains unresolved, the grievant shall submit the grievance statement to the Board of Education within ten (10) days from receipt of the Superintendent's response. The Board shall give a written response to the grievant within twenty (20) days after receipt of the grievance statement; or

Step 4:

Grievances not settled in Step 3 of the grievance procedure may be appealed to arbitration provided written notice of a request for arbitration is made to the Superintendent within ten (10) days of receipt of the Board's answer in Step 3. When a timely request has been made for arbitration, the parties to this Agreement or their designated representatives shall attempt to select an impartial arbitrator. Failing to do so, they shall, within ten (10) days of the request for arbitration, jointly request the Oregon State Conciliation Service in Salem, Oregon, to submit a list of seven arbitrators who maintain an office in Oregon or Washington. As soon as the list has been received, the parties or their designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list, and the seventh and remaining name shall act as the arbitrator. The arbitrator shall schedule a hearing and, after hearing such evidence as the parties desire to submit to support or deny the grievance statement, shall render a written decision and opinion within thirty (30) calendar days following the close of the hearing. The arbitration hearing shall be held in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator shall be without power or authority to make any decision or to impose any obligation on the Association or the District which is violative of the terms of this Agreement or to effectively amend the terms of this Agreement. A decision of the arbitrator shall, within the scope of his/her authority, shall be binding on both parties.

#### D. Miscellaneous

1. The costs for the services of the arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses and the cost of any hearing room will be borne equally by the Board and the aggrieved. All other costs will be borne by the party incurring them.

#### 2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

#### 3. Representation

The grievant may have a representative(s) at any or all stages of the procedure.

4. Separate Grievance File

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

5. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

6. Meetings and Hearings

All meetings and hearings under this procedure shall be closed unless the aggrieved requests them to be open.

7. The aggrieved persons will be required to exhaust the grievance procedure set forth in this article, including arbitration, before seeking alternative remedies, provided that by doing so they will not be deemed to have waived or otherwise prejudiced any constitutional, statutory, or other legal rights that they may have.

## **ARTICLE 29**

### **COMPLAINT PROCEDURE**

A. Complaint Procedure

If a complaint is made against an employee to the administration and the complaint does not involve allegations of conduct which may be criminal or may amount to physical abuse or sexual harassment or abuse, the parties will first attempt to resolve the complaint at an informal level. If the complaint involved an allegation of conduct, which may be criminal or may amount to physical abuse or sexual harassment or abuse, then the complaint procedure will be utilizing beginning with Section B below.

Complaints found by the administration to be without merit, shall not become a part of the employee's personnel file. If the complaint remains unresolved, said complaint shall be processed as follows:

1. If the administration intends to make a record in the evaluation report of a complaint received concerning the employee; or
2. If the administration intends to place a record of such complaint in the employee's personnel file; or

3. If in the administrator's judgment, such complaint is sufficiently relevant to the employee's performance as to indicate the desirability of a conference, then:
  - B. Pursuant to A above, a conference shall be held with the employee with five (5) working days (as defined in Article III) after the complaint is made to the administration. Excluded from this time requirement are situations where conduct is being investigated by law enforcement officials. Once the District is notified that a law enforcement investigation is completed, the District will follow this complaint procedure and will hold a conference with the teacher within five (5) working days after notification. At the conference, the employee will be given notice of the complaint. Said notice shall be prepared in writing by either the complainant or a District administrator and shall include all available information, including person(s) making the complaint, nature of complaint, and requested remedy, if any.
  - C. Any such complaint except as noted above 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 and shall not be placed in the personnel file.
  - D. The employee will have the right to attach rebuttals or explanations to any written documents placed in the personnel file.
  - E. The employee shall have a right to be represented at any meetings or conferences regarding such complaint.

## **ARTICLE 30**

### **REDUCTION IN FORCE**

- A.
  1. In the event the Board determined that a layoff is necessary due to the District's inability to levy a tax sufficient to provide funds to continue its program at its anticipated level, or resulting from the District's elimination or adjustment of classes due to administrative decision, the following will apply; layoffs shall be for non-personal reasons. The Association and employees shall be notified at least forty-five (45) days prior to the effective date of the layoff. In the event of school closure due to lack of funds, however, the notice shall be given as soon as practicable. Notice will include all positions and names of teachers who are being considered for layoff, and the reasons for the proposed action.

In accordance with other necessary legal requirements, the District will lay off teachers as provided herein.
  2. The Board shall determine the programs/positions to be reduced or eliminated.
  3. The Association agrees that there will be no obligation on the part of the District to bargain over the decisions that may lead to an increased workload on the remaining bargaining unit members as a result of the layoff. However, should

the Association believe that there is a more than de minimis impact on the workload of those bargaining until members who are retained by the District subsequent to a layoff and if it makes a timely demand to bargain said matter, the parties shall negotiate the terms of said impact. Nevertheless, it expressly agrees that such a demand to bargain or subsequent negotiations that may result shall not in any way impede the layoff of bargaining unit members or reduction in force as provided herein.

#### B. Procedure for Layoff

1. Seniority shall be defined as the employees' total length of continuous service in the District as a licensed teacher. Seniority will be computed and accrued from a teacher's first day of actual service with the District inclusive of approved leaves. Ties shall be broken by drawing lots.
2. The District will retain or lay off employees based on certification, seniority and competence. Specifically, the District will retain the properly certified employee with the most seniority unless the District determines that the employee does not meet the criteria for competence established in this Article.

For purposes of this Article, "competence" shall be defined as the ability to teach a subject area or grade level based on recent teaching experience related to that subject or grade level within the last seven years, or educational attainments, or both, but not based solely on being licensed to teach. The district may consider a teacher's willingness to undergo additional training or pursue additional education in deciding upon questions of competence. Competence based on educational attainments or training shall be established when an employee has, within the last seven years, successfully completed nine quarter units acceptable to meet the requirements for an endorsement in the curricular area of the potential assignment. A meeting to create a plan for a teacher to reach or maintain competence in an endorsement or curricular area may be requested by a teacher at any time. The teacher and their supervisor will identify what experiences will be needed to maintain competence in the specific endorsement or curricular area. They will insure they have included all necessary work to maintain licensure in this area. This plan will be reviewed and subject to approval by the Superintendent. After approval it will be the teacher's responsibility to complete the plan to maintain the competence.

For purposed of determining whether or not an employee's recent teaching experience is related to a particular grade level, the experience will be considered applicable if it falls within the grouping of grade levels as follows:

Kindergarten through 4<sup>th</sup> grade  
3<sup>rd</sup> grade through 6<sup>th</sup> grade  
5<sup>th</sup> grade through 9<sup>th</sup> grade  
7<sup>th</sup> grade through 12<sup>th</sup> grade

#### C. Recall

If, within twenty-seven (27) months of layoff, a vacancy occurs within the District for which a laid-off teacher is certified, recall shall be in reverse order of layoff unless the District determines that recall out of reverse order is necessary based on competence.

1. At the time of layoff, the District shall receive the laid-off teacher's address for recall notification. In the event of a recall, the District shall notify the teacher(s) of the recall by certified mail, return receipt requested, sent to the last address given by the teacher to the District office. The teacher will have ten (10) calendar days from the date as certified received, to notify the District of intent to return. The teacher must, thereafter, return to work within thirty (30) days from the date the recall notice was received, or if employed elsewhere, at a time mutually agreed upon by the District and the employee. Failure of the teacher to respond within the ten (10) calendar days of the certified notice herein specified shall terminate the teacher's employment as a voluntary resignation.
2. All benefits to which a teacher was entitled at the time of layoff, including unused accumulated sick leave, will be restored to the teacher upon the teacher's return to active employment provided those benefits are still in effect, and the teacher will be placed on the proper step of the salary schedule for the teacher's current position according to the teacher's experience and education.

D. Benefits

1. The District shall continue to pay insurance benefits on behalf of the teacher for a period of sixty (60) days. Such coverage may be continued for the balance of the layoff provided the employee pays the premium and such practice is with the approval of the insurance carrier.
  2. The Board shall have no obligation to provide these insurance benefits to a laid-off teacher who commences employment as a teacher or in another related education capacity with a school district or other public agency.
- E. At the time the District announces its intent to implement the provisions of the article, upon request it agrees to provide at no cost to the Association, a complete list of all certified employees, including each employee's date of hire, total teaching experience, and areas of certification.
- F. By inclusion of this article in the Agreement, the parties understand and agree that nothing in this labor contract guarantees continuous employment.
- G. No teaching position in the District shall be considered "vacant" for purposes of ORS 342.845 (5), if filling the position with a non-extended administrator would cause another employee to be laid off or if there is a licensed and qualified employee on the recall list who would otherwise be entitled to be recalled to that position.

## **ARTICLE 31**

### **EMPLOYEE DISCIPLINE (JUST CAUSE)**

- A. Rules and regulations governing employee conduct shall be reasonable, and enforcement of teacher discipline shall be fair and exercised for just cause.
- B. Expressly excluded from this article are matters pertaining to assignment and retention in extended responsibility assignments.
- C. This article shall not apply to the dismissal of probationary employees, the non-renewal of probationary employees' contracts for the first three years of employment, or the first notice of non-extension of contract employees, such matters will be covered by the Fair Dismissal Law and are not grievable under this contract.
- D. Appeal of District actions for employees covered under this article shall be limited exclusively to the contract grievance procedure.

## **ARTICLE 32**

### **DUE PROCESS**

- A. No member of the bargaining unit shall be reduced in basic compensation, suspended without pay, non-renewed or dismissed without due process. Basic compensation shall be defined as reduction in teaching salary excluding extra duty and volunteers.
- B. For purposes of this Article, due process shall be defined as:
  - 1. Written notice and explanation of charges, allegations or conduct at issue.
  - 2. An opportunity to respond to the supervisor before the action being considered is taken.
- C. The employee will have the right to appeal only the procedure through the grievance procedure of this Agreement.

## **ARTICLE 33**

### **SEPARABILITY**

Separability: If any provision of this Agreement or any applications of this Agreement is contrary to law, the law shall prevail.

## **ARTICLE 34**

### **COMPLIANCE WITH MASTER AGREEMENT**

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

## **ARTICLE 35**

### **FUNDING OF THE AGREEMENT**

If the District closes its schools because of a lack of funds, no member of the bargaining unit shall be entitled to any wage, salary or fringe benefits provided in this Agreement while the schools are closed. However, if schools are closed for 7 or less days the district's contribution to employee health insurance benefits will not be altered. If it is necessary to close schools for more than 7 days, the district's monthly contribution will be pro-rated based on the number of days worked in the month. The district will notify the Association before announcing the closure.

**SALARY**  
**APPENDIX A**

Salary for 2016-17 will be steps and columns to all who qualify, plus longevity if it is earned.

Longevity will be based on years of service in Morrow County School District will be paid on the first pay period of the school year.

Starting at the beginning of the 10<sup>th</sup> year through the 14<sup>th</sup> year will be \$274

Starting at the beginning of the 15<sup>th</sup> year through the 19<sup>th</sup> year will be \$437

Starting at the beginning of the 20<sup>th</sup> year through the 24<sup>th</sup> year will be \$601

Starting at the beginning of the 25<sup>th</sup> year through the 29<sup>th</sup> year will be \$764

Starting at the 30<sup>th</sup> year longevity pay will be \$929 for each year thereafter.

**EXTENDED DAYS SCHEDULE  
APPENDIX B**

General supervision and/or ticket selling at all sporting events, dances, concerts, drama productions, committee, club class activities, or any other school function outside regular working hours or extending past regular working hours will be paid at the rate of \$15 per hour. Building administrators shall first seek volunteers for these assignments before assigning teachers on an involuntary basis to perform general supervision. No teacher shall be compelled to perform general supervision in excess of eight hours per month. Employees with extended contracts must submit their extended contract calendar to building administration.

Extended Contracts

See administrative guidelines for a detailed listing of extended contract responsibilities.

|   |  |
|---|--|
| Music/Band  | Five (5) days extended contract  |
| Special Education                                 | Five (5) days extended contract  |
| Vocational Agriculture                            | Thirty (30) days extended contract or as recommended by the principal and approved by the Superintendent |
| CTSO Advisor (Career & Tech Student Organization) | Eight (8) days extended contract or as recommended by the principal and approved by the Superintendent   |
| Art   | Three (3) days extended contract   |
| Shop  | Three (3) days extended contract   |
| Counseling  |  |
| Heppner Jr/Sr High                                | Fifteen (15) days extended contract  |
| Riverside Jr/Sr High                              | Fifteen (15) days extended contract  |
| Irrigon Jr/Sr High                                | Fifteen (15) days extended contract  |
| Head Teacher                                      | Forty (40) days extended contract  |

Upon a request, the appropriate District agent shall meet with the involved teacher to discuss the duties in the extended contract. In the event of a dispute over said duties, the determination of the District's agent shall prevail.

2016-17 Salary Schedule – Appendix C – 4% added to 2015-16 schedule

| Step |  | BA/BS+0<br>BA/BS+15 | BA/BS+30 | BA/BS+45 | STD+0<br>MA/MS+0<br>BA+60 | STD+30<br>MA/MS+30<br>BA+95 | STD+45<br>MA/MS+45 |
|------|--|---------------------|----------|----------|---------------------------|-----------------------------|--------------------|
| 1    |  | \$36,790            | \$37,667 | \$38,609 | \$39,575                  | \$40,562                    | \$41,576           |
| 2    |  | \$37,863            | \$38,766 | \$39,735 | \$40,728                  | \$41,746                    | \$42,790           |
| 3    |  | \$38,969            | \$39,899 | \$40,897 | \$41,917                  | \$42,967                    | \$44,039           |
| 4    |  | \$40,108            | \$41,061 | \$42,090 | \$43,142                  | \$44,220                    | \$45,325           |
| 5    |  | \$41,279            | \$42,261 | \$43,320 | \$44,402                  | \$45,512                    | \$46,649           |
| 6    |  | \$42,483            | \$43,496 | \$44,584 | \$45,698                  | \$46,842                    | \$48,012           |
| 7    |  | \$43,724            | \$44,766 | \$45,886 | \$47,033                  | \$48,209                    | \$49,415           |
| 8    |  |                     | \$46,074 | \$47,225 | \$48,407                  | \$49,616                    | \$50,950           |
| 9    |  |                     | \$47,419 | \$48,603 | \$49,820                  | \$51,065                    | \$52,342           |
| 10   |  |                     |          | \$50,022 | \$51,275                  | \$52,556                    | \$53,870           |
| 11   |  |                     |          | \$51,484 | \$52,772                  | \$54,091                    | \$55,444           |
| 12   |  |                     |          | \$52,987 | \$54,313                  | \$55,671                    | \$57,063           |
| 13   |  |                     |          | \$54,536 | \$55,900                  | \$57,295                    | \$58,729           |
| 14   |  |                     |          |          | \$57,532                  | \$58,969                    | \$60,444           |
| 15   |  |                     |          |          | \$59,209                  | \$60,692                    | \$62,208           |
| 16   |  |                     |          |          | \$62,900                  | \$64,473                    | \$66,085           |

2016-17 Per Diem Schedule

| Step |  | BA/BS+0<br>BA/BS+15 | BA/BS+30 | BA/BS+45 | STD+0<br>MA/MS+0<br>BA+60 | STD+30<br>MA/MS+30<br>BA+95 | STD+45<br>MA/MS+45 |
|------|--|---------------------|----------|----------|---------------------------|-----------------------------|--------------------|
| 1    |  | \$216               | \$221    | \$226    | \$232                     | \$238                       | \$244              |
| 2    |  | \$222               | \$227    | \$233    | \$239                     | \$245                       | \$251              |
| 3    |  | \$228               | \$234    | \$240    | \$246                     | \$252                       | \$258              |
| 4    |  | \$235               | \$241    | \$247    | \$253                     | \$259                       | \$266              |
| 5    |  | \$242               | \$248    | \$254    | \$260                     | \$267                       | \$273              |
| 6    |  | \$249               | \$255    | \$261    | \$268                     | \$274                       | \$281              |
| 7    |  | \$256               | \$262    | \$269    | \$276                     | \$282                       | \$289              |
| 8    |  |                     | \$270    | \$277    | \$284                     | \$291                       | \$298              |
| 9    |  |                     | \$278    | \$285    | \$292                     | \$299                       | \$307              |
| 10   |  |                     |          | \$293    | \$300                     | \$308                       | \$316              |
| 11   |  |                     |          | \$302    | \$309                     | \$317                       | \$325              |
| 12   |  |                     |          | \$310    | \$318                     | \$326                       | \$334              |
| 13   |  |                     |          | \$319    | \$327                     | \$336                       | \$344              |
| 14   |  |                     |          |          | \$337                     | \$345                       | \$354              |
| 15   |  |                     |          |          | \$347                     | \$355                       | \$364              |
| 16   |  |                     |          |          | \$368                     | \$378                       | \$387              |

**EXTRA DUTY PAY SCHEDULE  
APPENDIX D**

- A.
- B. RTI System District-wide Coordinator
- C.
- D. SPED Coordinator  
Coordinator of Talented and Gifted  
Music – Band  
D.A.R.T. Coordinator  
ELL Site Coordinator  
RTI District Coordinator
- E.
- F. Annual, Drama (2 act play) Advisor
- G. Outdoor Education Advisors \$350/year  
ELL/ESOL Endorsement - \$1500 total payable over a 3-year period (\$500/\$500/\$500)  
Spanish Speaker - \$1500 total payable over a 3-year period (\$500/\$500/\$500). Verified by test. Teachers hired to teach Spanish are not eligible for this stipend.

**2016-17 Extra Duty Salary Schedule  
Appendix E**

| Step/Column | A    | B    | C    | D    | E    | F    |
|-------------|------|------|------|------|------|------|
| 0           | 3706 | 2900 | 2578 | 2254 | 1611 | 1370 |
| 1           | 3868 | 3061 | 2738 | 2417 | 1691 | 1449 |
| 2           | 4026 | 3223 | 2900 | 2578 | 1771 | 1531 |
| 3           | 4188 | 3383 | 3061 | 2738 | 1853 | 1611 |
| 4           | 4350 | 3544 | 3223 | 2900 | 1934 | 1691 |

**2016-17  
COACHES SALARY SCHEDULE  
Appendix F**

All 3<sup>rd</sup> assistants or C-Team coaches will be assigned to Column E

| <b>Step/Column</b> | <b>A</b>       | <b>B</b>                 | <b>C</b>               | <b>D</b>                                   | <b>E</b>    | <b>F</b>            | <b>G</b>             |
|--------------------|----------------|--------------------------|------------------------|--|-------------|---------------------|----------------------|
|                    | High School AD | High School Head Coaches | High School JV Coaches | High School 3 <sup>rd</sup> Asst or C-Team | Jr. High AD | Jr. High Head Coach | Jr. High Asst. Coach |
| 0                  | 3923           | 3686                     | 2853                   | 1901                                       | 1961        | 1300                | 981                  |
| 1                  | 4131           | 3830                     | 2972                   | 2021                                       | 2065        | 1457                | 1137                 |
| 2                  | 4364           | 4119                     | 3091                   | 2140                                       | 2182        | 1614                | 1216                 |
| 3                  | 4547           | 4360                     | 3208                   | 2257                                       | 2273        | 1771                | 1295                 |
| 4                  | 4755           | 4635                     | 3328                   | 2377                                       | 2377        | 1928                | 1373                 |

*Cheerleading coach is for two seasons – football & basketball*

**EXCESSIVE MILEAGE STIPEND**

Average mileage for league play is set at 1000 miles. Coaches whom travel over 1000 miles during regular league play will receive an excessive mileage stipend.

Sports without an OSAA designated league are in control of their travel, therefore, are not eligible for the excessive mileage stipend.

| Excessive Mileage | Stipend |
|-------------------|---------|
| 1000 - 1100 Miles | 100     |
| 1101 - 1200 Miles | 200     |
| 1201 - 1300 Miles | 300     |
| 1301 - 1400 Miles | 400     |
| 1401 – 1500 Miles | 500     |
| 1501 – 1600 Miles | 600     |
| 1601 – 1700 Miles | 700     |
| 1701 – 1800 Miles | 800     |