Proposed Contract Between

South Umpqua School District 19

and

Douglas County Bargaining Council, OEA/NEA

~~2014-2017~~
2017-2020

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Article 1 - Status of Agreement

A. Pursuant to state law., Douglas County School District #19, hereinafter referred to as "Board," "District," or "Administration," and the Douglas County Bargaining Council-OEA/NEA, hereinafter referred to as "Council," hereby agree upon a Collective Bargaining Agreement. The purpose of this contract is to set forth the intent and terms thereof agreed to by the Board and the Council.

B. Pursuant to State law, the Board acknowledges the Council as the exclusive bargaining representative on employment relations for a bargaining unit containing all licensed teaching personnel contracted to the District. Specifically excluded from the bargaining unit are supervisory, administrative, confidential and central office employees, classified, substitute and temporary employees.

C. The term "teacher," and “employee” when used in this Agreement, shall refer to all employees represented by the Council in the bargaining unit as determined in paragraph "B" above.

D. The Council acknowledges the Board as the duly-elected representative of the people and agrees to negotiate only with the Board through the negotiation agent or agents officially designated by the Board to act on its behalf.

Article 2 - Rules of Interpretation and Application

A. This document sets forth the total and complete agreement upon employment relations reached by the parties pursuant to collective bargaining; all negotiations and bargaining are merged herein.

B. This Agreement shall not be modified in whole or in part except by an instrument in writing duly executed by both parties.

C. If any provision of this Agreement or the application thereof to any employee, group of employees, or the Board is held by a court of competent jurisdiction to be contrary to the law, then such provision or application shall not be deemed valid and subsisting, but all other provisions or applications shall continue in full force and effect. The parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for a provision declared unlawful under this section.

D. The provisions of this Agreement take precedence over contrary provisions of individual teacher contracts.

E. Any notices, filings, or other contacts between the Council and the District required or allowed in this Agreement shall be with the Superintendent, on behalf of the Board, and the Chairperson of the Council, or designee(s), on behalf of the Council. The Council shall notify the Superintendent in writing within ten (10) days of the election as to the names of all officers of the Council. In the event of a vacancy in officials of the Council, the Council will notify the Superintendent in writing of the name(s) of the officer(s) within ten (10) days after the vacancy is filled.

F. The Council may represent the teacher at any meeting that could lead to discipline or effect future employment status.

Article 3 - Definition of Rights of the Board

A. Except as expressly limited by the specific provisions of this Agreement, the Board is the ultimate determiner of policy and retains unto itself jurisdiction and authority over all facets of District operations and programs, as well as all rights and authority vested in it by existing and future laws, regulations, and policies.

B. Without limiting the generality of the foregoing, it is agreed that the Board reserves the following specific rights subject only to the express terms of this Agreement:

1. To the executive management and administrative control of the school district and its properties and facilities, and the on-the-job activities of its employees;

2. To hire all employees and, subject to the provisions of the law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;

   a. **ORS 342.835 Probationary Teacher**
   (1) The district board of any fair dismissal district may discharge or remove any probationary teacher in the employ of the district at any time during a probationary period for any cause considered in good faith sufficient by the board. The probationary teacher shall be given a written copy of the reasons for the dismissal, and upon request, shall be provided a hearing thereon by the board, at which time the probationary teacher shall have the opportunity to be heard either in person or by a representative of the teacher's choice.

   (2) For any cause it may deem in good faith sufficient, the district board may refuse to renew the contract of any probationary teacher. However, the teacher shall be entitled to notice of the intended action by March 15, and upon request, shall be provided a hearing before the district board. Upon request of the probationary teacher, the board shall provide the probationary teacher a written copy of the reasons for the nonrenewal, which shall provide the basis for the hearing.

   (3) If an appeal is taken from any hearing, the appeal shall be to the circuit court for the county in which the headquarters of the school district is located and shall be limited to the following:

      (a) The procedures of the hearing;
      (b) Whether the written copy of the reasons for dismissal required by this section was supplied; and
      (c) In the case of nonrenewal, whether notice of nonrenewal was timely given.

3. To establish and enforce pupil conduct and discipline rules, regulations, and policies;

4. To establish the grading systems and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students;

5. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature with input from staff at the appropriate instructional level;

6. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and non-teaching activities, and terms and conditions of employment;

7. To determine location of the schools and other facilities of the school system, including the right to establish new facilities and to relocate or close old facilities;

8. To determine the financial policies of the District including the general accounting procedures, inventory of supplies and equipment procedures, and public relations;

9. To enforce the rules and regulations now in effect and to establish new rules and regulations from time to time not in conflict with this Agreement;

10. To create, combine, modify, or eliminate any teaching position;

11. To establish and revise the school calendar in consultation with all interested parties including but not limited to students, parents, employees in the bargaining unit, classified employees, and the District patrons;

12. To evaluate all programs and personnel, and to conduct tests and employ other means of evaluation.

C. Nothing in this Agreement shall limit in any way the District's contracting or subcontracting of work or shall require the District to continue in existence any of its present programs in their present form and/or location or on any other basis. The exercise of the powers, rights, authority, duties, and responsibilities of the Board, as well as the authority to adopt policies, rules, regulations, and practices and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

D. Irrespective of the District's rights as provided in Section C herein, the District agrees that no member of the bargaining unit will be terminated as the direct result of the District's installation and use of distance learning technologies.

Article 4 - Definition of Rights of the Council

A. Upon timely request, the Board shall allow the Council access to all readily available, nonconfidential, public information necessary for its functioning as exclusive bargaining representative.

B. Whenever any representative of the Council or any teacher is required by the Board to participate during working hours in negotiations, grievance proceedings, or other proceedings under this contract, he/she shall suffer no loss of pay.

C. The Council and its representatives shall have the right to use school buildings at all reasonable hours after the end of the school day for meetings with teachers, scheduling such use with the approval of the principal of the school, provided that such use shall not interrupt or interfere with normal school operations or interfere with employee's professional duties, and pay for any additional costs incurred by the District for such use. Representatives of the Council and its affiliates shall be permitted to discuss matters pertaining to the Council's business with District personnel before the student day, at lunch and after students leave, in the faculty room with the teacher when the teacher does not have student responsibility provided this does not interrupt or interfere with normal operations or interfere with employee's professional duties. The Council representative may meet with a teacher during his/her preparation period at the discretion of the building principal. The representative shall notify the principal's office of his/her presence in the building.

D. The Council shall have in each school building the reasonable use of such bulletin boards as may be in each faculty lounge. All materials placed by the Council on the school bulletin boards shall be dated and labeled to identify their origination from the Council. Materials so placed shall not defame any person nor be detrimental to employer/employee relations.

E. The Council shall have the right to the reasonable use of interschool courier services and teacher boxes, except as prohibited by law.

F. The Council may suggest items for the agenda of any faculty meeting. Such items shall pertain only to the educational operations of the school and shall not include Council business. A Council representative shall be allowed to make brief announcements at the end of a faculty or professional meeting.

G. The Council shall be granted an aggregate of ten (10) days noncumulative paid leave per school year for the purposes of negotiations and grievance processing preparation. A Council representative may attend to official duties of elected positions within the URBC or OEA/OACE if they have a direct connection to the Council and District's collective bargaining relationship. The Council chairperson or designee shall notify the building principal and Superintendent in writing five (5) work days in advance of the date a Council member for approval to be on leave for Council business. The requirement of five (5) days' notice may be waived upon mutual agreement of the District and the Council. The Council shall reimburse the District for the cost of a substitute teacher.

H. The Council shall have the right to use school office equipment, for Council business dealing with South Umpqua teachers at reasonable times, when not otherwise in use and not during the teacher workday. The Council shall pay for the cost of all materials and supplies incidental to such use, and for any repairs necessitated as a result thereof. All Council use of District equipment provided for in this section will be subject to all applicable Board policies and laws.

Article 5 - Fair Share

This provision shall be voted on separately and shall reflect the opinion of the majority of the teachers in the bargaining unit and shall be certified to the Board by the Council.

A. The District will deduct from the pay of each teacher in the bargaining unit who is not a Council member a fair share fee for the cost to the Council of collective bargaining and contract administration.

B. Beginning with the October paycheck of employees affected by this article and continuing for nine (9) successive months thereafter, the District will deduct and forward to the Council one-tenth (1/10) of the total dues of the Council, OEA, and NEA as authorized on a form mutually acceptable to the District and the Council.

C. Any employee who has not requested payroll deduction for his/her "fair share" contribution to the Council or who has not certified to the District that he/she has paid his/her "fair share" directly to the Council shall be subject to the provisions of this article. Such request for payroll deduction or certification of direct payment of "fair share" shall be made not later than October 15.

D. If any employee in the bargaining unit objects to the payment of "fair share" based on bona fide religious tenets or teachings of a church or religious body of which the employee is a member, such employee shall pay the fair share amount to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the Council. The employee affected by this provision will pay at the fair share rate on the same basis as other employees in the bargaining unit. The employee shall furnish written proof to the District that this arrangement has been made with the Council.

E. The Council agrees to hold the District harmless against any and all claims, suits, orders, or judgments brought against the District as a result of complying with this article. Mathematical errors will be corrected by either party.

Article 6 - Definition of Rights of Employees in the Bargaining Unit

A. **Discipline of Employees**. No member of the bargaining unit shall be reduced in basic salary, suspended without pay, or reprimanded in writing, without just cause. This article shall not apply to matters regarding the extension, non-extension or dismissal of contract teachers or the renewal, nonrenewal or dismissal of probationary teachers. This article also does not apply to retention, non-retention or dismissal of extra-duty positions.

The employee will have the right to appeal only the procedure through the grievance procedure of this Agreement.

B. An employee shall be entitled to have present a representative member of the Council during any meeting which is related to discipline or which might reasonably be expected to lead to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representative member of the Council is present. However, the securing of a representative member of the Council shall not unreasonably delay any proceedings.

C. Employees, supervisors, and administrators agree that any criticism regarding one another shall be made in confidence and never in the presence of students, parents of students, other employees (except a building representative), or at public gatherings. All critiques made shall be confidential.

D. Any teacher will be able to review the contents of his/her own personnel file during administration office hours. A teacher may file a written rebuttal to anything placed therein. Such rebuttal, once filed, shall be a permanent part of this file.

1. A teacher will have the right to indicate those documents or other materials in the teacher's file which the teacher believes to be obsolete or otherwise inappropriate for retention. Said documents will be reviewed by the Superintendent and, at the discretion of the Superintendent, may be destroyed, subject to the provisions of the law.

2. No written disciplinary or evaluation document will be placed in a teacher's personnel file unless the teacher has had an opportunity to review the document. The teacher will acknowledge that he or she has had the opportunity to review such documents by affixing the teacher's signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. If a teacher refuses to affix a signature to the document, an administrator may sign and date the document in place of the employee. A citation will be included stating the employee refused to sign the document. Refusal to sign is not considered insubordination.

E. Teachers will determine grades of students; no grades will be changed without first consulting with the teacher.

Article 7 - Layoff

A. In conducting a layoff under this article, the District will first determine the program(s) or area(s) scheduled for reduction or elimination.

1. After such determination, the District will make every reasonable effort to transfer teachers in such program(s) or area(s) to other vacant positions for which they are qualified and properly licensed.

2. The District will make every reasonable effort to combine positions in a manner which allows teachers to remain qualified so long as the combined positions meet the curriculum needs of the District.

B. Seniority shall be defined as the employee's total length of continuous service in the District as a licensed teacher. Seniority will be computed and accrue from the teacher's date of employment in a bargaining unit position, and shall continue to accrue during paid leaves. In case two or more teachers have the same date of employment with this District, the tie will be resolved by drawing lots with District and representative member of the Council present.

C. Whenever the Board determines that a layoff is necessary, it will notify the Council.

D. In the event the Board, in its discretion, determines that a layoff is necessary, then it will determine the teachers to be retained by means of the following criteria:

1. A determination of whether the teachers to be retained hold the proper licensure to fill the remaining position(s);

2. A determination of the seniority of the teachers to be retained.

3. If the District desires to retain a teacher with less seniority than a teacher being released, the District shall determine that the teacher being retained has more competence than the teacher with more seniority who is being released.

"Competence" means the ability to teach a subject or grade level based on recent teaching experience related to that subject or grade level within the last five 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.

E. **Recall**

If, within 27 months of a layoff, a vacancy occurs within the District for which a laid-off teacher is qualified as per paragraph G below, the recall procedure outlined below will be followed.

1. At the time of layoff, the District shall provide for laid-off teachers to express in writing a desire to return to the District. The District shall also receive the teacher's address for recall notification. In the event of a recall, the District shall notify the teacher who has expressed a desire to return to the District of the recall by certified mail, return receipt, sent to the last address given by the teacher to the District office. The teacher will have fifteen (15) calendar days from the date of mailing to notify the District of intent to return. The teacher must thereafter report on the starting date specified by the District providing that this will not be less than fourteen (14) days from the date the notice of recall was received, or lose all recall rights.

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, 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. A teacher will not receive increment credit for the time spent on layoff nor will such time count toward the fulfillment of time requirements for acquiring permanent status. Employee benefits do not accrue during the time of layoff.

3. Teachers covered by this article will receive information regarding their rights under COBRA in regards to insurance benefits.

4. Teachers covered by this article will be given consideration for substitute teaching; such will not affect teacher recall rights.

F. In determining which teacher or teachers to recall, the Board will utilize the criteria set forth in paragraph C above. Any teacher who does not accept a recall will lose all further recall rights and will be deemed to have resigned from District employment. Any teacher not recalled pursuant to this article within twenty-seven (27) months of layoff will be deemed to have resigned from District employment.

Article 8 - Grievance Procedure

Grievance Procedure for Contract Dispute: The purpose of this procedure is to provide an orderly method for resolving grievances regarding the interpretation, application, or alleged violation of the provisions of this Agreement. A determined effort shall be made to settle any differences at the lowest possible level in the Grievance Procedure.

Section 1. Definitions

A. "Grievance" shall mean a complaint regarding the interpretation, application, or alleged violation of the express terms of this collective bargaining agreement.

B. "Grievant" is the person or persons who has the grievance and is presenting the claim, also referred to as the claimant, or the Council making the claim pursuant to "J" or "K" below.

C. The "Party in Interest" is either the person or persons making the claim or the person or persons against whom the claim 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 had direct administrative and supervisory responsibility over the grievant in the area of grievance.

G. "Days" the term "days" when used in this article shall, except where otherwise indicated, mean the grievant's working days.

H. "Persons Officially Involved" means the Superintendent, his/her representative and/or consultants, the grievant, his/her representatives and/or consultants, and witnesses.

I. "Council Grievance Committee" an advisory committee of the Council.

J. If, in the judgment of the Council, a grievance affects a group of teachers or the Council, the Council may represent the group. A class grievance involving more than one supervisor and grievances involving the Administration above the building level may be filed by the Council at Level Three.

K. Matters dealing with alleged violations of Council rights under this contract grievance shall be initiated at Level Three.

Section 2. General Procedures

A. These procedures shall be processed within the specific lengths of time.

B. All parties should attempt to complete the procedures by the end of the school year. The parties shall make a good faith effort to shorten the number of days provided. Time limits may be extended by mutual agreement.

C. All parties in interest have a right to consultants or representatives of their own choosing at each level of these grievance procedures.

D. There shall be no restraint, interference, discrimination, or reprisal exerted on any employee choosing to use these procedures 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 length of time shall be deemed to be acceptance of the decision rendered at that level. Failure at any level of this procedure to communicate the decision in writing on a grievance within the specified length of time shall be deemed a rejection of the grievance and shall permit the grievant to proceed to the next level.

F. All documents, communications, and records of a grievance will be filed in the school district office separately from the personnel file.

G. All parties will avoid interruption of classroom and/or any other school-sponsored activities.

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

I. All parties in interest will process grievances at times which do not interfere with assigned duties.

J. Attendance at Levels One, Two, Three and Four shall be restricted to parties in interest, persons officially involved, and witnesses.

K. No probationary teacher, as defined in ORS 342.815, may use the grievance procedure in any way to appeal discharge or a decision of the Board not to renew his/her contract, as such dismissal or non-renewal will be governed by the Fair Dismissal Law (ORS 342.835).

L. No permanent teacher, as defined in ORS 342.815, may use the grievance procedure to dispute any action by the Board which is applicable to the Fair Dismissal Law (ORS 342.865-342.915).

M. The Council will be responsible for all costs it unilaterally incurs during Level One, Two, Three and Four of grievance processing unless otherwise agreed to by the parties in interest. The Board will likewise be responsible only for its costs unless otherwise mutually agreed.

N. The filing or pendency of any grievance under the provisions of this article shall in no way operate or impede, delay, or interfere with the right of the Board to take the action complained of, subject, however, to the final decision on the grievance.

O. Nothing contained in this article or elsewhere in this Agreement shall be construed to prevent any individual teacher from presenting and processing a grievance and having it adjusted without intervention or representation by the Council, except that no grievance may be submitted to arbitration without the consent of the Council, and further provided that the adjustment is not inconsistent with the terms of this Agreement and that the Council has been given an opportunity to be present at such adjustment and to state its views.

P. The sole contractual remedy available to any teacher for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder will be pursuant to the grievance procedure.

Q. In the course of investigation of any grievance, representatives of the Council will immediately upon arrival check in with the administrator of the building being visited and identify the person being contacted and that a grievance is being investigated.

Section 3. Levels of Grievance

Level One The grievant shall first discuss the grievance within fifteen (15) days from the time of discovery of the cause of the claim with his/her principal or immediate supervisor with the objective of resolving the matter informally.

Level Two If the grievant is not satisfied with the disposition of the grievance at Level One, the grievant, within seven (7) days, shall file a written grievance with the principal or immediate supervisor. The written grievance shall include a statement as to the occurrence or action complained of, the contract provision allegedly breached, and a statement of the remedy sought. The grievant may also notify the Council Grievance Committee. The principal or immediate supervisor shall communicate his/her decision in writing to the grievant within seven (7) days of receipt of the grievance.

Level Three After receipt of the decision rendered by the immediate supervisor, the grievant may appeal in writing to the Administration (Superintendent) within seven (7) days. This appeal shall set forth the reasons the grievant considers the decision unacceptable, in addition to the writing requirements stated in Level Two. Appeals to the Administration shall be heard within ten (10) days of receipt of the appeal. Five (5) days' prior written notice of the time and place of the administrative hearing shall be given to the grievant, his/her representative, and 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. The Administration shall communicate its decision in writing to the grievant within seven (7) days of termination of the hearing.

Level Four

a. If the grievant is not satisfied with the disposition of the grievance at Level Three, the grievant may, with the written consent of the Council, within seven (7) days following receipt of the Administration's written decision, submit the grievance to arbitration. Arbitration will be conducted in accordance with the rules of the American Arbitration Association in effect at that time.

b. Within five (5) school days after such written notice of submission to arbitration, the Superintendent and the Council will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the five (5) day period, a request for a list of arbitrators will be made to the Employment Relations Board (ERB) by either party. Only arbitrators residing in Oregon shall be selected.

c. The arbitrator so selected will confer with the representatives of the Administration and the Council and hold hearings promptly and will issue his/her findings not later than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, from the date the final statements and proofs are submitted to him/her. The arbitrator's findings will be in writing and will set forth his/her findings of fact, reasoning, conclusions, and orders on the issues submitted. The decision of the arbitrator shall be final and binding upon the parties and shall be the last remedy provided by this contract.

d. 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 District and the Council. All other costs will be borne by the party incurring them.

e. The arbitrator's authority is limited to the interpretation and the application of this contract and, during this step of the grievance procedure, the arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.

Section 4. Work Stoppage

A. As a result of any grievance dispute, the Council and its members, as individuals or as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppage, slowdown, picketing, or any other restriction of work. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established by the Council or by any other labor organization when called upon to cross such picket line in the line of duty. Disciplinary action, including discharge, may be taken by the District against any employee or employees engaged in a violation of this section. Such disciplinary action may be undertaken selectively at the option of the District and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the District.

B. In the event of a grievance dispute which results in a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Council will immediately upon notification attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth in Part A, above, shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance provisions of this Agreement.

C. There will be no lockout of employees in the unit by the District as a consequence of any dispute arising under this contract during the period of this Agreement.

D. Paragraphs A-C, above, refer only to disputes arising as a result of grievances or alleged grievances.

Article 9 - Evaluation

A. At the beginning of each school year, each teacher shall be given notice of the criteria to be used for teacher evaluation.

B. All formal evaluations of teachers shall be done in writing.

C. Each teacher shall be given a copy of his/her written evaluation within a reasonable period after its completion.

D. A teacher may attach written comments to the evaluation for inclusion in his/her personnel file.

E. A teacher may request that an additional evaluation be conducted.

Article 10 - Vacancies and Transfers

A. **Vacancies**: Whenever a vacancy in professional positions arises, the Superintendent, or designee, will notify the Council. The notification will indicate the date on which the vacancy should be filled. As much time between notification and filling of the vacancy will be allowed as reasonably possible. The notification will include salary, qualifications, and any other pertinent factors deemed important by the Superintendent, or designee, and shall be posted on the District's website and/or at each school office via email.

B. **Transfer**:

1. **Voluntary Transfer**: A teacher's request for transfer to a different class, building, or position shall be in writing, filed with the Superintendent. It shall state the school, grade, or position sought, and the applicant's qualifications. The Administration will act upon the request and will notify the applicant of the decision. Factors will be considered including availability of the position requested.

2. Involuntary transfers shall be instituted under the following circumstances:

   a. Involuntary transfers predicated upon District manpower requirements, shift in student loads, or changes in course or curriculum offerings, and may be based on licensure, seniority or grade level experience.

      Individuals involuntarily transferred under this provision shall have the right of refusal to transfer back to the building from which they were involuntarily transferred. Positions that come open shall be offered to any teacher with the proper licensure involuntarily transferred from that building in order of seniority. The right of refusal to transfer back to the building from which they were involuntarily transferred will expire in one year.

   b. The District may involuntarily transfer employees for disciplinary reasons when it deems necessary.

3. The rights set forth in Article 10 shall not be applicable to Article 7 - Layoff. Article 10 does not apply to layoffs, reductions in force or bumping rights.

Article 11 - Complaint Procedures

A. A complaint is a negative remark or criticism made against an employee by a student, parent, or patron. It is the intent of this Agreement to provide a procedure which will handle such complaints expeditiously and fairly. If a complaint is not signed by the complainant, it shall be dropped without prejudice except in mandatory reporting and harassment/bullying complaints.

B. If a complaint is made against a teacher to the administration, such complaint shall be processed only under the following circumstances Except as specified in F below.

1. If, in the principal's judgment, such complaint is sufficiently relevant to the teacher's performance to indicate the need for a conference;

2. If the administrator intends to take further disciplinary action based on the complaint;

3. If the principal intends to make a reference in the evaluation report of the complaint.

C. Pursuant to Section A above, a conference will be held with the teacher and the complainant within five (5) working days after the written, signed complaint is received by the administrator. At the conference, the teacher shall be presented with a copy of the complaint.

D. Any such complaint which the administration chooses not to discuss with the teacher or which is not discussed within the required time shall not be considered in the teacher's evaluation and shall not be used against the teacher in any subsequent actions by the District.

E. The teacher shall have the right to attach a written statement to any complaint.

F. For complaints alleging child abuse or sexual misconduct, letter C above will not apply. Letter C will be held in abeyance while an outside police or DHS investigation is ongoing and the District is required by law enforcement not to notify the teacher.

Article 12 - Personal and Academic Freedom

A. The Board recognizes that the personal life of employees covered by this contract is not an appropriate concern of the Board, except as the employee's personal life may directly affect work performance or other position-connected relationships.

B. Teachers shall enjoy freedom in classroom presentations and discussions. Controversial materials that are presented and discussed shall be relevant to the course content in accordance with the curriculum program of the District. The Board retains the right to establish the curriculum program.

Article 13 - Maintenance of Classroom Control and Discipline

A. A definition of the duties and responsibilities of all administrators, coordinators, supervisors, and other personnel pertaining to student discipline, shall be reduced to writing by the Superintendent and published in the District's Student Code of Conduct.

B. A copy of the building disciplinary procedure shall also be provided to each teacher. Teachers may periodically review and recommend to the principal changes regarding building student disciplinary procedures.

C. The parties agree to follow discipline procedures in each building handbook. Alleged violations of "C" may only be grieved to the Superintendent level.

Article 14 - Leaves of Absence

A. **General Rule**: Any leave provision in this article, not specifically described herein as "with pay," or leave under OFLA/FMLA which allows for wage replacement by using accrued paid leave, shall be taken without pay and shall be charged to the teacher by a deduction of 1/190 of gross yearly salary for each day, or portion thereof, absent.

B. SICK LEAVE

1. The District shall comply with state laws regarding sick leave. Teachers who are absent because of personal illness, injury or non-emergency medical appointments shall receive compensation in accordance with the following provisions:

2. Each licensed employee shall be granted ten (10) days of sick leave per year and shall be credited those days at the beginning of each contract year. Each teacher shall accrue one (1) sick day per month for the first ten (10) months of the contract year. Should an employee leave before the end of the year, the employee shall only be credited for those days earned. If an employee leaves before the end of the year and has used more days than they have earned and had no carryover days to use, the extra sick days used and paid for will be subtracted from the employee's final paycheck. Not more than four (4) days of sick leave per year may be used for personal and immediate family non-emergency medical appointments, which cannot be scheduled outside of the work day. A physician's note must accompany the leave slip for these non-emergency medical appointments. Immediate family shall be defined as spouse and children residing at home.

3. Each teacher will receive a written statement of his/her use and accumulation of sick leave with the September paycheck.

4 Accumulation of unused sick leave shall be unlimited.

5. **Transfer and Forfeiture:**

   a. **Transfer**: In accordance with ORS 332.507, a teacher shall be permitted to take up to seventy-five (75) days' sick leave accumulated in other Oregon districts. The accumulation shall not exceed that carried by the most recent employing district. However, the transfer of sick leave from another Oregon district shall not be effective until the teacher has completed thirty (30) working days in this District. Such teacher is responsible for securing and completing the necessary documentation.

   b. **Forfeiture**: All sick leave rights which have accrued to employees under the terms of this Agreement, except the right to use one-half of accumulated sick leave days for computation of retirement benefits as provided in ORS 237.153, will be forfeited upon termination of employment with the District.

6. **Verification:**

   a. A teacher claiming paid sick leave warrants that he/she was in fact personally ill or injured on the days claimed, or at a medical appointment.

   b. When requested by the Administration, any teacher claiming more than three (3) consecutive school days of paid sick leave shall furnish a medical practitioner's certificate that the illness or injury prevents the teacher from teaching. A teacher may be required to submit to a medical examination, at the Board's expense, and with a doctor of the Board's choosing, prior to being allowed to return to work.

7. **Sick Leave Bank:**

a. The District shall assist the Council in the operation of a sick leave bank as provided herein. The purpose of the sick leave bank shall be to extend to those employee's additional paid leave hours should a serious illness or injury that is OFL/FMLA qualifying exhaust the bargaining unit member's accumulated sick leave.

b. Upon thirty (30) days' written notice from the Council, the District shall establish a separate sick leave account in the name of the Council or its administrative designee

c. At the beginning of each school year, the Council shall advise members of the bargaining unit as follows:

1) That each member of the bargaining unit may donate up to one (1) day of said teacher's accumulated sick leave to the Council's sick leave bank. Further, at the beginning of each year thereafter, each member of the bargaining unit may contribute up to one (1) full day of sick leave to a total limit of sick leave days in the sick leave bank not to exceed the number of members in the bargaining unit.

2) That such donations are completely voluntary.

3) That the Council or its administrative designee shall administer all disbursements from said sick leave bank.

d. Bargaining unit members shall confirm their desire to donate to the sick leave bank no later than ten (10) workdays after the beginning of each school year. Such confirmation shall be in writing and personally signed by the donating bargaining unit member on a form to be provided by the Council. The original of said form shall be forwarded by the Council to the District. A copy shall be provided by the Council to the donating bargaining unit member and copy may be retained by the Council.

e. The Council or its administrative designee of the sick leave bank shall develop policies governing the operation of the sick leave bank. The parties agree that the sick leave bank shall not be operative until such time as said policies have been adopted by the Council or its administrative designee and a copy of said policies have been forwarded to the District and each member of the bargaining unit.

f. The District shall transfer accumulated sick leave to the Council's sick leave account in accordance with the authorized donor confirmations that are received within the annual enrollment period as provided herein.

g. The Council or its administrative designee shall administer disbursements from the Council's sick leave bank account. Each time such a disbursement is to be made, the Council shall advise the District, in writing, the exact number of days of sick leave and to whom said sick leave days are to be transferred. At no time shall the total number of sick leave days to be transferred exceed the total number of such days recorded in the Council's sick leave bank account.

h. The Council does hereby indemnify and will defend the District against all claims, charges, damages, legal fees and costs incurred as a result of its maintenance of the Council's sick leave bank as provided herein. If there is a claim made against the District as a result of the application of any of the provisions of this section, the Council agrees that it will pay any and all fees, costs and other expenses of the attorney, attorneys or law firm selected by the District to represent it. The Council further agrees that it will pay any and all amounts awarded against the District, including but not limited to damages, fees, fines and court costs.

C. **Personal Leave**:

1. ~~For the 2014-2015 school year, each teacher will be credited with three personal leave days, which may be accumulated to a maximum of six (6) days. Beginning the 2015-2016 school year and thereafter,~~ Each teacher shall be credited with two (2) days per year of personal leave, which may be accumulated to a maximum of six (6) such days. Employees may elect to receive $100 for each unused personal leave day left at the end of the year. Any days for which an employee receives $100 will then be considered used and ineligible for rollover. Payment shall occur in the last pay period of the school year. Personal leave shall be requested at least one (1) day in advance. The principal shall not deny the request unless a competent substitute is not available or extenuating circumstances require the teacher's presence. The principal shall state the reason for a denial of personal leave.

D. **Bereavement Leave:**

1. Each bargaining unit member shall be allowed three (3) days Bereavement Leave per year with pay.

2. Bereavement Leave is allowed in accordance with state and federal laws.

E. **Jury Duty and Subpoena for Court Appearance**

1. Leave of absence may be authorized for jury duty or under subpoena as a disinterested witness. Teachers may secure support from the District office in seeking relief from jury duty when it interferes seriously with professional obligations to the teaching assignment. Fees received for services performed during working hours while on jury or court duty shall be reported to the business office and deducted from regular pay. This leave is not applicable in a case in which the teacher or Council are on a case against the District. Nor does it apply when a member is party in a private legal matter.

2. The teacher must, unless excused by the principal, report for work promptly after his/her required appearance has terminated.

F. **Military Leave**: This leave shall be in accordance with applicable Oregon and federal law.

G. **Paid Leave by Application to the Administration**: Any teacher may apply to the Administration's discretion for additional paid leave.

H. **Unpaid Leaves of Excused Absence:**

1. **Unpaid Leaves**: Any teacher may apply to the Administration's discretion for the unpaid leaves of excused absence. Such leave shall not exceed one (1) year. Benefits shall not continue to accrue during any unpaid excused absence, unless the Board shall otherwise order. Decisions made by the administration regarding requests for additional unpaid leave are not subject to the grievance procedure.

2. **Parental Leave**: The District shall comply with all state and federal leave laws regarding parental leave. Benefits shall not continue to accrue during such unpaid leave, unless the Board shall otherwise order.

3. **Worker's Compensation**:

   a. Any absence from work while temporarily disabled by reason of a compensable on the job accident, injury or illness shall be paid in accordance with applicable state and federal laws.

   b. The teacher must notify the District immediately if the teacher's absence is due to an on the job accident, injury or illness. Any collection of regular wage or salary while at the same time failing to disclose the receipt of temporary disability benefits can be considered prima facia evidence of grounds for dismissal by the Administration.

4. A teacher on unpaid leave of absence is required to notify the Superintendent of the teacher's intention to return to work at least twenty (20) days prior to the end of a leave which expires before the end of a school year in which such leave is taken, or by April 1, for a leave which expires at the end of a school year, unless an exception is granted. Failure to provide such notice may terminate the teacher's employment rights at the Administration's discretion.

5. Teachers on unpaid leaves of absence may continue their health insurance coverage at their own expense, subject to the carrier's approval.

Article 15 - Length of Year, Hours, and Conditions

A. **Work Year**:

1. The school work year for teachers shall not exceed one-hundred, ninety (190) days, of which seven (7) days shall be paid holidays; up to one-hundred seventy-six (176) days shall be in-classroom teaching days and seven (7) days shall be for in-service. Extended contracts shall be paid at 1/190th of the teacher's basic salary per day except that teachers newly hired by the District may be required to attend one extra in-service day at the beginning of the school year without additional pay beyond the one-hundred, ninety (190) day contract. This shall not apply to stipends for combination of practicum experience and training for which graduate or District credit is granted.

2. For schools on quarterly grading periods, four (4)~~Three (3)~~ in-service days shall be the day following the completion of the preceding ~~q~~quarter period.

~~3. A fourth in-service day shall be the last day of the school year.~~

3. For schools on trimester grading periods, three (3) inservice days shall be the day following the completion of the preceding trimester. A fourth inservice day shall be scheduled by the Superintendent during the school year and used as a professional development day, with content to be determined annually by the district.

4. For quarterly in-service days at the end of each quarter~~s~~, time shall be spent preparing grade reports or lesson planning. Building principals may have the option during these days of scheduling staff meetings that will not exceed one hour in length.

B. **Teaching Hours**: Teachers will report to work one-half (½) hour before class time and remain at school until professional obligations have been fulfilled.

C. **School Closure**: In the event school is closed due to weather or related emergencies, the entire teaching staff shall not be required to be in attendance and the day may be made up at the Board's discretion.

D. **Working Conditions**: Any teacher covering for a teacher who is absent because of an assigned responsibility for a sport or activity or for an absent teacher that the District has not replaced with a substitute will also be compensated per period of such coverage at a rate equal to one-eighth (1/8) of the minimum salary for substitute teachers as computed by the Department of Education pursuant to state laws.

E. **Sign-in Sheets**: A "sign-in" and "sign-out" sheet will, at the discretion of the principal, be provided at the principal's office or such other location as designated by the principal. Teachers shall sign in and sign out, if required, by the building principal.

F. **Leaving School Premises**: Permission to leave school premises during school hours must be obtained in advance from the building principal. Such permission shall not be arbitrarily denied.

Article 16 - Compensation for Employees in the Bargaining Unit

A. 1. The basic salaries of full-time licensed teachers on contract to the District shall be in accordance with the salary schedule which is attached to this Agreement as Appendix "A." Licensed teachers on contract to the District who are designated as anything other than full-time shall be placed on the salary schedule in the same manner as all other licensed teachers in the bargaining unit. Their salary, sick and personal leave, and other benefits are to accrue in proportion to their percentage of time worked when compared to a full-time teacher.

2. As provided by ORS 238.200, the District shall continue to "pick-up," assume and pay a six percent (6%) employee contribution to the Public Employees Retirement System. Such "pick-up" or payment of employee member monthly contributions to the system shall continue for the life of this Agreement and shall also be applicable to employees who first begin to participate in the system on and after July 1, 1982, to the termination of this Agreement.

The full amount of required employee contributions "picked-up" or paid by South Umpqua School District is on behalf of employees pursuant to this Agreement and shall be considered as "salary" within the meaning of ORS 238.005(21) for the purpose of computing an employee member's "final average salary" within the meaning of ORS 238.005(12) but shall not be considered as "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to ORS 238.200. Such "picked-up" or paid employee contributions shall be credited to employee accounts pursuant to ORS 238.200(2) and shall be considered to be employee contributions for the purposes of ORS 238.200 to 238.220.

B. 1. Fringe benefits for licensed teachers on contract to the District shall be in accordance with the provisions provided in Appendix "B" to this Agreement.

2. The District will award each full-time licensed teacher on contract to the District a complimentary pass to all authorized school district extracurricular and athletic activities which are within its jurisdiction.

C. **Pay Periods**:

1. Salaries for the school calendar year will be paid to teachers in twelve (12) ~~twenty-four (24)~~ equal payments, due and payable on the 10th ~~and 25th~~ of each month. If the 10th ~~or 25th~~ falls during a holiday or break period, payday shall be the last working day prior to the holiday or break period (i.e. Thanksgiving, Christmas, or spring break). Checks for June, July and August will be paid when their final reports are completed at the close of the school year.

2. Payments for extra-duty (see Appendix C) will be included in regular payroll checks starting the first pay period following the commencement of the extra duty season.

D. **Advance on Salary**:
Teachers will be permitted to request one (1) advance on their salary during the school year for emergency purposes only. The request for emergency advance on the salary will be made and approved by the Superintendent or designee.

Any advances shall be subject to withholdings and taxes.

E. **Payroll Deductions**:

1. Federal and state income taxes and social security taxes will be deducted each pay day by the District.

2. When any teacher requests, by signed authorization specifying amounts, the District will deduct from the monthly salary of that teacher for savings bonds, credit union, Council dues, insurance and annuity programs, and other deductions as authorized limited as follows: The District agrees to notify members of a deduction group whose enrollment has fallen to three (3) or fewer participants. If enrollment does not increase by the end of the working school year, the District agrees to delete from the payroll voluntary deduction list those deductions which have three (3) or fewer participants. The deduction list will be limited to a maximum of fourteen (14) deductions. Should there be an opening on the deduction list, the District agrees to add a new deduction to that list provided that the Council has a minimum of ten (10) employees enrolled in that deduction at the time the deduction is added to the list.

3. Within the limits of the present payroll system, payroll checks shall show itemization of payroll deductions.

4. The Council, as an organization, agrees to hold the District and its agents harmless against any and all claims, suits, orders, or judgments brought against it or its agents as a result of the above dues deduction provision. Mathematical errors will be corrected by either party.

F. Early retirement benefits as described in Policy GCBF shall remain in effect for licensed staff hired by the District on or before September 1, 1990.

Article 17 - Teacher Qualifications, Salary Schedule Placement and Advancement

A. **Professional Education Qualifications**

1. Teachers with vocational education licensure will be placed within the bachelor's column unless the Superintendent determines that their experience is equivalent to a higher level of placement.

B. **Salary Schedule Placement and Advancement**:

1. One (1) vertical step on the salary schedule will be credited to the teacher for each year of service in the District, contingent upon the requirements for advancement.

2. One (1) vertical step will be credited to the teacher for each year of previous school teaching experience in an accredited school not in this District.

3. **Yearly Increment**: Salary increments shall be one level vertically per year of teaching experience in this District after recommendation by the principal with his/her certification that performance has been evaluated and found to be proficient, up to maximum salary at the end of the training level.

4. **Training Increment**:

   a. A written declaration of intent to move horizontally on the salary schedule is the responsibility of the teacher and must be filed with the Superintendent no later than the April 15 prior to the school year in which the advancement is expected to take place. If all necessary documentation is received and advancement is verified prior to August 31, advancement on the salary schedule will commence in September. Documentation includes, but is not limited to, official transcripts, licensure, or letters of verification of degree attainment. If documentation is not received by August 31, advancement shall begin the first day of the month following receipt and verification of all necessary advancement documentation.

   b. It shall be the responsibility of the Superintendent to place, advance, or deny advancement of teachers on the salary schedule. A teacher seeking placement or advancement on the salary schedule is responsible for submitting all documentation in the form of licensure, official transcripts, and verification of experience as required by the Board.

C. **Accountability**: Teacher contracts will be fulfilled according to the terms. The Council will assist in every effort to secure total performance of teaching contracts by all of its members.

Article 18 - Additional Duties

A. **Compensation for Coaching & Additional Responsibilities**: Compensation for responsibilities assigned to teachers and not covered in the salary schedule shall be in accordance with the schedule which is attached to this Agreement as Appendix "C."

B. 1. Extra-duty assignments shall be considered supplementary to a teacher's basic contract and compensation.

2. Compensation for extra-duty assignments shall be paid only during the term of said assignments. Compensation shall commence when the extra-duty assignment begins and the full stipend shall be paid, as part of the regular payroll. Employees may request, when signing their extra-duty contracts, to have this additional compensation paid in one of three ways:

a. Each month during the extra-duty assignment

~~b. Each month during the school year (after the commencement of the sport or activity)~~

~~c. Once at the end of the season~~

C. Extra-duty assignments as provided in Appendix C shall be subject to the following provisions:

1. The District shall have no obligation to continue such assignments, compensation or activities beyond the term of the extra-duty contract.

2. The District shall establish procedures whereby applications for extra-duty assignments are received on a periodic basis. Normally, assignments to extra-duty responsibilities shall be made from qualified applicants for same. Qualifications shall be that as determined by the District.

3. Bargaining unit members who have not voluntarily applied for extra-duty positions may only be so assigned in urgent situations or when the District has no qualified applicants for such positions. The District will make every reasonable effort to secure qualified volunteers before teachers are assigned as provided herein.

4. All extra-duty positions, including special duties, shall receive the same percentage increase as the base step of the licensed salary schedule.

D. **Transportation**: If a teacher uses his/her own automobile for District purposes, he/she shall be compensated at the IRS rate in effect at the time of use of the automobile. Reimbursement shall occur only upon submission by the teacher of a true statement of date, occasion, identity of the Administration official making the request, and beginning and ending mileage reading.

E <u>All out of state travel must have prior board approval. Such approvals will be predicated on an acceptable plan for travel arrangements, parental involvement, chaperones, supervisor, student orientation and support of the building administrator.</u>

Article 19 - Strikes and Lockouts

A. The Council and its members will not initiate, cause, or participate or join in any strike, work stoppage, slowdown, picketing, or other restriction of work during the term of this Agreement.

B. There will be no lockout of employees in the unit by the District as a consequence of any dispute arising during the period of this Agreement.

Article 20 - Funding

A. If the District closes its schools because of a lack of funds, no member of the bargaining unit shall be entitled to any salary or fringe benefits provided in this Agreement while the schools are closed.

B. This Agreement does not guarantee any level of employment.

Article 21 ~~22~~ - Tuition Reimbursement

A. The District will pay only tuition costs to full-time licensed teachers on contract to the District for upper division or graduate level courses. The reimbursement will be at the rates described in Article 22, Section C. The courses for which the reimbursement is paid must meet one of the following requirements:

1. Courses a teacher is required or requested to take by the District;

2. Courses required by the rules of the Oregon Teacher Standards and Practices Commission that would lead toward standard licensure;

3. Courses taken as part of a graduate program approved by that institution;

4. Courses taken that further the stated goals and objectives of the District;

5. Courses taken in professional development which will contribute to upgrading and updating of teacher performances;

6. Certification acquired through successful completion of the appropriate exam as determined by Teacher Standards and Practices Commission. The fee for the exam for successful candidates will be paid by the District from the allocated tuition reimbursement funds; the exam fee for unsuccessful candidates will not be reimbursed by the District.

B. In addition to the restrictions contained in Section "A" above, the following requirements must be satisfied by the teacher before reimbursement will occur:

1. The teacher must have obtained prior written approval of the District for the course(s) for which reimbursement is requested;

2. The teacher must submit an official receipt for the amount of the actual tuition paid. This receipt must be issued by the institution of higher education and cannot include housing or other incidental fees. Should the institution not provide a receipt, an alternative verification may be submitted to the District. The alternative verification of payment may include a canceled check or credit card receipt and must clearly note the actual tuition cost paid;

3. The teacher must submit a grade report or transcript indicating a "Pass" grade, or a "C" or above; and

4. The teacher must continue to teach for the District the semester following completion of the reimbursed class(es). (Layoff situations are exempted from this provision.)

C. During the fiscal year, teachers will be reimbursed to a maximum of nine (9) quarter hours ~~at $335 per credit~~ or a maximum of six (6) semester ~~credit~~ hours(one semester hour equals 1.5 quarter hours). ~~at $503 for approved coursework~~. Reimbursement will be at the current University of Oregon Resident Graduate credit rate for the corresponding academic year or the teacher's actual tuition costs, whichever is less. ~~On or about June 1~~ Prior to June 30 of each year the District will determine the amount of money left in the fund (Section D below), and, if there are remaining funds, equitably distribute the remaining funds to those teachers with approved but unreimbursed tuition requests.

D. The District's maximum liability for providing tuition reimbursement pursuant to "A" above is $25,000 per year for the duration of this Agreement. This financial obligation to the District shall be divided as follows:

1. Summer Term - $17,000

2. Fall Term - $3,000

3. Winter Term - $3,000

4. Spring Term - $2,000

~~A~~ E.. Procedures to apply for tuition reimbursement and to receive payment:

1. Summer Term timelines: Applications for summer term tuition reimbursement must be received by the District no sooner than the first working day in March and no later than noon of Friday the second week in May. Payment of reimbursement will be made upon the District receiving verified grades and receipts, or notification of completion of courses, no later that the first work day of October.

2. Fall Term timelines: Applications for fall term tuition reimbursement must be received by the District no sooner than the first work day in August and no later than noon the second Friday of September. Payment of reimbursements will be made upon the District receiving verified grades and receipts, or notification of completion of courses, no later than the first work day in February.

3. Winter Term timelines: Applications for winter term tuition reimbursement must be received by the District no sooner than the first work day in December and no later than noon of the second Friday in January. Payment of reimbursements will be made upon the District receiving verified grades and receipts, or notification of completion of courses, no later than the first work day in May.

4. Spring Term timelines: Applications for spring term tuition reimbursement must be received by the District no sooner than the first work day in February and no later than noon of the second Friday in March. Payment of reimbursements will be made upon the District receiving verified grades and receipts, or notification of completion of courses, no later than the third Friday in June (prior to the end of the District's fiscal year on June 30).

~~E~~.F. Funds not expended during any one academic quarter, as per the allocation in Section D, will be carried over to the next term. After spring term expenditures have been made, the remaining funds will be distributed as per Section C, above.

~~F~~G. Tuition reimbursement funds not spent under the terms of Sections B, C, and E, above, may, during the same fiscal year, be otherwise utilized to support noncredited professional development activities of the District's licensed staff. Requests for use of funds in this section must be submitted in writing to the District.

~~G~~.H Any teacher hired on or after July 1, 2017 who chooses to participate in the District's tuition reimbursement program and either resigns or is terminated within two calendar years of receiving such reimbursement, shall be required to repay the District the full amount of any tuition reimbursement received in the previous two calendar years. The District may withhold from the employee's final payroll any amount owed the District under this section.

~~H~~I.. An Education Assistance Program may be made available by the District to individuals who are completing a college training program to obtain certification or licensure in a subject or specialty area wherein the District has had difficulty attracting and/or retaining employees. Employees participating in this program will be subject to the terms and conditions of the individual

agreements created between themselves and the District which may differ from the conditions lined out elsewhere in this article. Tuition dollars provided to individuals participating in this program shall be considered separate from the monies in Section D of this article and may exceed the limits set forth in Section C.

Article ~~23~~ 22 - Miscellaneous

A. **Publication 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. Each party is entitled to make such distribution or publication of all or any part of this Agreement as deemed desirable.

B. **Definitions**: Except as specifically stated otherwise, "Administration" includes at least the Board, and the following Board designated supervisory employees:

1. Superintendent;

2. Principals;

3. Vice-principals;

4. Directors.

Article ~~24~~ 23 - Duration and Termination

A. This Agreement shall be effective upon the date of execution. It will continue in effect until June 30, 2020. This Agreement, together with all terms, conditions, and effects thereof, shall expire on the date indicated.

B. Either party wishing to initiate the negotiations of a successor agreement shall notify the other party, in writing, no later than November 1, 2019.

C. The parties acknowledge that this Agreement concludes all collective bargaining on this contract and that no provision may be opened for bargaining except by mutual consent.

~~D. This Agreement is signed this 9th day of July, 2014.~~

In Witness whereof:

For the Council:

_____
President

_____
Negotiation Chair

_____
Douglas County Bargaining Council Chair

For the Board:

_____
Chair

_____
Superintendent

This entire agreement includes:
Contract, pages 1-~~35~~34
Appendix A – Salary Schedule, ~~1~~4 pages
Appendix B – Fringe Benefits, 1 page
Appendix C – Extra Duty Schedules, ~~3~~4 pages

Appendix A
Salary Schedule

A. The ~~2014-2015~~ 2017-2018 Licensed Salary Schedule represents a 1% COLA. Thirty credits beyond the Bachelors column or Masters column reflects 30 quarter hours or 20 semester hours.

~~2014-2015~~ 2017-2018 SALARY SCHEDULE

Years of Experience	Bachelors	Bachelors +30	Masters	Masters +30
1	$34,516	$36,413	$38,415	$40,623
2	$35,479	$37,432	$39,492	$41,764
3	$36,473	$38,479	$40,596	$42,931
4	$37,496	$39,556	$41,734	$44,131
5	$38,546	$40,665	$42,901	$45,367
6	$39,624	$41,804	$44,103	$46,639
7	$40,733	$42,972	$45,337	$47,945
8	$41,875	$44,177	$46,607	$49,288
9	$43,046	$45,416	$47,913	$50,667
10	$44,252	$46,685	$49,253	$52,087
11	$45,490	$47,993	$50,632	$53,545
12	$46,764	$49,336	$52,051	$55,043
13	$48,075	$50,721	$53,509	$56,584
14	$49,421	$52,138	$55,007	$58,170
15		$53,599	$56,547	$59,798
16			$58,131	$61,472
17				$63,193

B. The ~~2015-2016~~ 2018-2019Licensed Salary Schedule represents a 1% COLA.

Experience	Bachelors	Bachelors +30	Masters	Masters +30
1	34,861	36,777	38,800	41,029
2	35,834	37,806	39,887	42,181
3	36,838	38,864	41,002	43,360
4	37,871	39,951	42,152	44,572
5	38,931	41,071	43,330	45,821
6	40,021	42,222	44,544	47,105
7	41,141	43,402	45,790	48,424
8	42,293	44,619	47,074	49,781
9	43,477	45,870	48,393	51,173
10	44,695	47,152	49,745	52,608
11	45,945	48,473	51,139	54,081
12	47,232	49,830	52,572	55,593
13	48,556	51,228	54,044	57,150
14	49,916	52,660	55,557	58,752
15	-	54,135	57,112	60,396
16	-	-	58,712	62,086
17	-	-	-	63,825

C. The ~~2016-2017~~2019-2020 Licensed Salary Schedule represents a ~~2%~~ 1% COLA.

Years of Experience	Bachelors	Bachelors +30	Masters	Masters +30
1	35,210	37,144	39,187	41,440
2	36,192	38,184	40,286	42,603
3	37,206	39,252	41,412	43,794
4	38,250	40,351	42,573	45,018
5	39,320	41,482	43,763	46,279
6	40,421	42,644	44,989	47,576
7	41,552	43,836	46,248	48,908
8	42,716	45,065	47,544	50,279
9	43,911	46,329	48,876	51,685
10	45,142	47,624	50,243	53,134
11	46,405	48,958	51,650	54,621
12	47,704	50,328	53,098	56,149
13	49,041	51,741	54,584	57,722
14	50,415	53,186	56,112	59,339
15		54,676	57,683	61,000
16			59,299	62,707
17				64,463

Full time special education teachers shall receive an annual stipend per school year for IEP meetings and planning beyond the normal work day. Less than full time special education teachers shall be paid a pro-rata share of the annual stipend. Placement on the stipend scale is based on years of experience in special education only. The scale is as follows:

Experience	Stipend
0-3 Years	$1,000
4-6 Years	$1,500
7-10 Years	$2,000
11-15 Years	$2,500
16+ Years	$3,000

D. For the ~~2017-2018~~ 2020-2021school year, should a subsequent agreement not be agreed and ratified, status quo will be full steps based on the ~~2016-2017~~2019-2020 salary schedule.

Appendix B
Fringe Benefits

A. For the ~~2014-2015~~2017-2018 school year, subject to the provisions of Article 20 of this agreement, the District agrees to provide up to ~~$940~~ $1,000per month towards the premiums for medical, dental, vision, and life plans for each eligible bargaining unit member.

In addition to section A of Appendix B:

1. A long term disability plan will be available for each eligible bargaining unit member with the employee bearing the cost of that policy.

2. The District agrees to maintain a Section 125 plan provided there is no additional cost to the District for doing so.

3. For the ~~2015-2016~~ 2018-2019 school year, the District agrees to provide up to ~~$965~~ $1025 per month towards the premiums for medical, dental, vision, and the life plans for each eligible bargaining unit member.

4. For the ~~2016-2017~~ 2019-2020school year, the District agrees to provide up to ~~$985~~ $1050 per month towards the premiums for medical, dental, vision and the life plans for each eligible bargaining unit member.

B. In conjunction with the District Section 125 plan, effective with the October 1, ~~2011~~ 2017and the October 1, ~~2012~~2018 insurance year and during open enrollment thereafter, licensed staff, including new staff, eligible for District premium contribution toward medical, dental, vision, and life/AD&D insurance and who elect to opt out of insurance, may choose to receive additional pay of $300 per month. Those electing to receive additional pay will have that pay taxed in accordance with state and federal regulations.

Employees also have the option of having $300 per month applied to their spouse's out-of-pocket insurance premiums costs if their spouse works for the District. Should the spouse's out of pocket premiums be less than $300 per month, the remaining balance is considered forfeited and remains the District's to use at its discretion.

Employees who have chosen to opt out the previous insurance year may continue to do so as long as their employment causes them to be eligible for a District contribution toward their insurance premiums.

C. If, at the expiration date of this Agreement, the parties have not realized a successor labor contract, it is expressly understood and agreed to by the parties that the District's obligation toward the cost of insurance premiums for the benefits provided in Section A herein shall not exceed that which was the monthly premium rate in June of the final year of this Agreement.

D. The Board agrees to provide the above mentioned benefit programs within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the policy holder.

Appendix C
Extra Duty Schedule

A. Extra Duty positions are as follows *(let it be noted that an extra preparation period may be given in lieu of a stipend for these extra duty positions):*

	High School	Middle School
A	Head Football Coach Head Basketball Coach Head Volleyball Coach Head Baseball Coach Head Softball Coach Head Track Coach	
B	Head Soccer Coach Head Cross Country Coach Head Wrestling Coach Early College Advisor	
C	All Assistant Coaches	
D	Pep Band/Instrumental Music	Head Football Coach Head Volleyball Coach Head Wrestling Coach Head Basketball Coach Head Track Coach
E	FBLA Advisor Leadership Drama – Full Length Production FFA Advisor	All Assistant Coaches
F	Cheerleading – Per Season	
G	Annual Advisor ASB Advisor Honor Society Advisor	

B. Extra duty employees will receive their full step for the ~~2014-2015~~2017-2018, ~~2015-2016~~2018-2019 and ~~2016-2017~~2019-2020 school years.

The Extra Duty Salary Schedule for ~~2014-2015~~ 2017-2018 is as follows and represents a 1% increase.

Extra Duty Salary Schedule
~~2014-2015~~2017-2018

	Step 1	Step 2	Step 3	Step 4	Step 5
A	$3,517	$3,654	$3,804	$3,954	$4,117
B	$3,221	$3,350	$3,488	$3,629	$3,769
C	$2,928	$3,048	$3,168	$3,297	$3,430
D	$2,582	$2,746	$2,852	$2,966	$3,081
E	$2,197	$2,286	$2,375	$2,469	$2,566
F	$1,905	$1,980	$2,059	$2,141	$2,229
G	$1,757	$1,829	$1,903	$1,977	$2,057

C. ~~For the 2015-2016 and 2016-2017 school year~~. The Extra Duty Salary Schedule for ~~2015-2016~~ 2018-2019 school year is as follows and represents a 1% increase.

Extra Duty Salary Schedule
~~2015-2016~~2018-2019

	Step 1	Step 2	Step 3	Step 4	Step 5
A	$3,552	$3,691	$3,842	$3,994	$4,158
B	$3,253	$3,384	$3,522	$3,665	$3,807
C	$2,957	$3,079	$3,200	$3,330	$3,464
D	$2,607	$2,774	$2,881	$2,996	$3,111
E	$2,219	$2,308	$2,398	$2,494	$2,592
F	$1,924	$1,999	$2,080	$2,163	$2,251
G	$1,775	$1,847	$1,922	$1,996	$2,078

D. The Extra Duty Salary Schedule for ~~2016-2017~~2019-2020 school year is as follows and represents a ~~2%~~ 1% increase.

Extra Duty Salary Schedule

~~2016-2017~~2019-2020

	Step 1	Step 2	Step 3	Step 4	Step 5
A	$3,588	$3,728	$3,880	$4,034	$4,200
B	$3,286	$3,418	$3,558	$3,702	$3,845
C	$2,987	$3,109	$3,232	$3,363	$3,499
D	$2,633	$2,801	$2,910	$3,026	$3,142
E	$2,241	$2,332	$2,422	$2,519	$2,618
F	$1,943	$2,019	$2,101	$2,184	$2,274
G	$1,793	$1,866	$1,941	$2,016	$2,099

E. For each head and assistant coach of a team sport involved in state playoff competition beyond league playoffs will receive ten percent (10%) of his/her coaching salary for each additional full week of coaching necessary for state playoff competition. Compensation resulting from this provision will apply to coaches for the following sports:

1. Football
2. Volleyball
3. Soccer
4. Basketball
5. Baseball
6. Softball
7. Cross Country (If a team, not just an individual(s) qualifies)
8. Track and Field (If seven or more athletes qualify)
9. Wrestling (If five or more athletes qualify)

F. **SPECIAL PAY SCHEDULE**

PAY RATE FOR SPECIAL DUTIES	~~**2014-2017**~~ **2017-2020**
Varsity Ticket Sales-Clock-Stamper	$ 35.00
After-Game Dances	$ 30.00
Junior/Senior Prom	$ 40.00
Head Ticket Chairman	$ 45.00
Athletic Activity Coverage	$ 40.00

Extra duty salaries shall be determined in accordance with Article 18C