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PREAMBLE

This Agreement is entered into this 1st day of July, 2013 by and between School District 16R, Umatilla County, Oregon, hereinafter called the "District" and the Pendleton Association of Teachers, affiliated with the OEA/NEA, hereinafter called the "Association."

ARTICLE 1 - RECOGNITION

- 1.1 The Board recognizes the Association as the sole and exclusive bargaining representatives for all licensed teaching personnel. Specifically excluded from the bargaining unit are, substitute teachers, supervisors, and any other person who is engaged at least (50% percent) of his/her time on the job in direct administration and/or supervision of professional personnel.
- 1.2 The Board is recognized as the duly elected representative of the people and the Association agrees to negotiate with the Board only through the negotiation agent or agents officially designated by the Board to act on its behalf.

ARTICLE 2 - MANAGEMENT PREROGATIVES

- 2.1 The District School Board, hereinafter called the "Board" has and will continue to retain the rights and responsibilities to operate and manage the school system and its programs, facilities, properties, and school-related activities of its employees.
- 2.2 The Association hereby recognizes the prerogative of the Board to operate and manage its affairs as directed by the Oregon Revised Statutes. As the employer in this contract, the Board retains all the function rights, powers or authority not specifically abridged, delegated, or modified by this Agreement.
- 2.3 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 its present form and/or location or on any other basis.

ARTICLE 3 - NONDISCRIMINATION

- 3.1 The Association and the District will abide by state and federal statutes and guidelines pertaining to non-discriminatory practice and conduct.

ARTICLE 4 - PAYROLL DEDUCTIONS

- 4.1 The District agrees to deduct from the salaries of its regular teachers, as requested by the teachers:
- A. NEA, OEA, PAT dues
 - B. Premium for insurance programs approved by the Association and the District.
 - C. Contributions to United Way, Pendleton High School Scholarship Fund, Pendleton Foundation, Education Foundation of Pendleton, and OEA Foundation.
It is understood that a minimum of five (5) members must enroll for contribution.
 - D. Tax-sheltered Annuities, Credit Union, Deferred Income Plans
- 4.2 The District shall deduct an amount equal to the dues of the Association (NEA, OEA, PAT) from the pay of each licensed employee who is not a member of the Association as a fair share fee commensurate with the cost to the Association of collective bargaining and contract administration.
- A. Provided the District acts in accordance with the above, the Association shall indemnify and hold the District harmless against any and all claims, suits, orders or judgments brought against the District as a result of any District Action taken pursuant to the provisions of this section.
- 4.3 Deductions shall be made timely and payment made on or before the appropriate date to the particular institution, except in the event of a computer failure and provided no due date shall be prior to the tenth of any month.

ARTICLE 5 - COMPENSATION

- 5.1 The compensation increase for the 2013-2014 school year will be 2% above the 2012-2013 salary schedule. (See Appendix 'A') During the school years 2014-2015 and 2015-2016 each salary on Appendix 'A' will be increased by an amount equal to the annual percent of increase in the CPI-National All Urban Consumers (CPI-U), as reported annually for the month of December of the preceding year. The minimum increase shall be limited to two percent (2%) and the maximum increase limited to five percent (5%).
- 5.2 The extra-duty schedule for teachers is attached to this Agreement as Appendix 'B' and by this reference is incorporated herein.

5.3 Initial Salary Schedule Placement

When hired, teachers shall be awarded full credit for prior teaching experience requiring licensure. For teachers new to the District, initial placement on the District salary schedule requires an Oregon TSPC license. College units presented to advance horizontally on the salary schedule must have been completed after the date of receiving a bachelor's degree. This article is not retroactive.

5.4 Salary Schedule Advancement

If a teacher completes the necessary credits for advancement to a higher education level on the compensation schedule, an adjustment in placement on the schedule, to be effective in the subsequent school year, will be made only if the teacher notifies the District in writing by February 1st. Proper verification of having successfully completed the additional work must be presented by September 10th. A TSPC licensed teacher may advance on the salary schedule after meeting any of the following criteria:

- A. By completing the upper division or graduate level course work approved in advance by the District and relevant to the teacher's TSPC endorsement, teaching assignment, or district established need.
 - B. Upon completion of a district pre-approved professional growth or training activity for which in-district established credit is granted by the District. Such activity may include training and/or classes provided by the private sector.
 - C. By completion of accredited college class work at a college acceptable to TSPC and for additional TSPC endorsement(s) and/or licensure.
 - D. Approval or denial of proposed training will occur within ten (10) working days of submittal.
- 5.5 The Association and the District mutually agree to the following process in cases involving the denial of credits for movement across the salary schedule. The district human resources administrator will be responsible for approving credits. If the teacher is unhappy with that decision, he/she may appeal to a committee composed of the superintendent, a teacher appointed by the superintendent, and a teacher appointed by the Pendleton Association of Teachers. The decision of the committee will be final.

- 5.6 In the event of a situation beyond the control of the District, which requires the closing of one or more of all the schools, the school year may be extended to compensate for the number of days lost in such school or schools, at the discretion of the District, with no additional pay in excess of the teacher's yearly contracted salary.
- 5.7 All eligible employees covered under this agreement shall pay an amount equal to six percent (6%) of their gross salary to the Public Employee's Retirement System.
- 5.8 Longevity:
- A. An annual stipend will be added to a teacher's base salary following ten (10) years of service to the District. This stipend will be increased after fifteen (15) years, twenty (20), twenty-five (25) years of service, and thirty (30) years of service. The values of these stipends will be listed on the compensation schedule for teachers (Appendix A). Any such payment shall be prorated in accordance with full-time equivalency per Appendix A. Payments will be made in June of the respective years.
 - B. Longevity Bonus: Any teacher who reaches the final vertical step, over the term of the contract, of columns five (5), six (6), and seven (7) of the salary schedule will receive a one-time payment of \$666 to be included in their final balance of contract check. A teacher can only receive this bonus payment once during the term of the contract. Any such payment shall be prorated in accordance with full-time equivalency per Appendix A. Payments will be made in June of the respective years.
 - C. During the school years 2014-2015 and 2015-2016 each annual stipend and longevity bonus will be increased by an amount equal to the annual percent of increase in the CPI National All Urban Consumers (CPI-U), as reported annually for the month of December of the preceding year. The minimum increase shall be limited to two percent (2%) and the maximum increase limited to five percent (5%).
- 5.9 Curriculum Writing: The District and Association agree it is important to keep interruptions to classroom activities to a minimum. When it is necessary for teachers to work on curriculum development activities or writing projects it is preferred these activities be scheduled during periods when schools are not in session. Compensation for teachers working on writing or curriculum projects during periods when schools are not in session, shall be equal to current hourly rate for substitute teachers as set by the State of Oregon.
- 5.10 Special Education Stipend: In addition to their regular salary compensation, full-time special education teachers will be paid an annual \$1,500 stipend. Part-time special education teachers shall receive a prorated portion of the stipend. Special education teachers will have one additional contract day (at their per diem rate) to work on training and in-service annually in the month of August.
- 5.11 A total of \$3,000 will be set aside annually to pay teachers for an elementary academic enrichment program. Teachers will be paid an hourly wage at the high substitute rate. The program must take place outside of the regular school day and must receive pre-approval by the Building Administrator and the District Office. Funds will be prorated to buildings that are approved based on enrollment.

- 5.12 Salaries for employees scheduled to work 187 days, approximately ten (10) months of the year, shall be divided into twelve (12) equal payments paid on a September through August year. Employees may arrange one of the following methods of payment:
- A. Direct Deposit to an approved banking institution.
 - B. Mailing
 - C. Personal "Pick-Up"

ARTICLE 6 - ASSOCIATION RIGHTS

- 6.1 Inter-school mail facilities may be used for distribution of Association communications so long as such communications are labeled as Association materials and contain the name of the authorizing Association official. Provided the District acts in accordance with the above, the Association shall hold the District harmless against any suits brought against the District as a result of the Association's use of such facilities.
- 6.2 School facilities and equipment may be used for Association meetings at reasonable times during non-duty hours provided that such meetings and equipment use shall not interfere with the normal school operations. The Association shall pay the reasonable costs of all materials and supplies incidental to such use and for any repairs to equipment necessitated as a result thereof.
- 6.3 Upon request, the District shall furnish to the Association information reasonably available for its use as exclusive bargaining representative. The District will also distribute copies of all Board meeting minutes to attendance units and the Association president immediately after their preparation. In addition, materials made available to the news media and the general public shall be provided the Association president prior to the meeting or at the meeting, if not available before that time.
- 6.4 The District will grant the Association and its members a total of twenty (20) days leave for Association business, including, but not limited to, the Oregon Education Association Representative Assembly. Said leave shall be under the exclusive control of the Pendleton Association of Teachers subject to availability of substitutes. The Association will pay for the cost of the substitute.
- 6.5 Association representatives may be excused with advance approval from the building administrator to attend meetings held before or after school as long as the meetings do not interfere with student contact time or assigned duties.

ARTICLE 7 - INSURANCE BENEFITS

7.1 Beginning September, 2013 and throughout the term of the contract, the District shall pay the cost of the employee insurance benefits “unit cost” for insurance premiums as follows:

The District’s contribution for insurance premiums for medical, dental, vision, and orthodontia coverage will be:

For Sept. 1, 2013- August 31, 2014: \$1,234.00 per month
For Sept. 1, 2014- August 31, 2015: \$1,308.00 per month
For Sept. 1, 2015- August 31, 2016: \$1,386.00 per month

The employee is responsible for the cost of the premium that exceeds the District’s contribution.

The Pendleton Association of Teachers may select coverage from an available insurance carrier offered by OEGB. Insurance will include medical, dental, vision, and orthodontia care to be selected from individual plans provided by the approved carrier. The premium is to be calculated using the unit rate.

For those employees working less than full-time the District’s contribution for insurance premiums shall be pro-rated. Employees working less than half-time are not eligible for health insurance coverage.

Regardless of the plan selected, the District’s required monthly contribution shall not exceed that expressed above.

In the event the amount paid by the District for the purchase of health insurance for each eligible employee is less than the actual cost of that insurance, then each affected employee shall pay the difference through payroll deduction.

Subject to the rules and regulations of the insurance carrier, the Oregon Educator Benefits Board (OEGB) and the Internal Revenue Service (state and federal), eligible employees who choose health insurance plans with a total monthly premium cost that is less than the District’s contribution, will receive the difference between the actual premium cost and the employee’s maximum District contribution as a contribution toward a Health Reimbursement Arrangement (HRA) for which the employee is qualified and eligible unless such contribution would create disadvantageous tax consequences for the District or the employee.

Subject to the rules and regulations of the insurance carrier, OEGB, and the IRS, eligible employees who maintain and provide proof of another medical benefit plan may opt-out of District sponsored health insurance coverage. Until December 31, 2013, employees who opt-out of health insurance coverage, and who are otherwise eligible for a District contribution toward insurance premiums, shall receive 35% of the 2012 – 2013 employee’s District insurance contribution (\$1,164.00) as a contribution toward a District sponsored Health Reimbursement Arrangement (HRA). Beginning January 1, 2014, employees who opt-out of health insurance coverage, and who are otherwise eligible for a District contribution toward insurance premiums, shall receive 35% of the current District insurance contribution, as outlined above, as a contribution toward a District sponsored Health Reimbursement Arrangement (HRA) as long as such contribution would not create disadvantageous tax consequences for the District or the employee.

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 the District sponsored group insurance coverage.

Subject to the rules and regulations of the insurance carrier, the Oregon Educator Benefits Board (OEBB) and the Internal Revenue Service (state and federal), eligible employees who choose an IRS defined high deductible health plan (HDHP) with a total monthly premium cost that is less than the District's contribution, will receive the difference between the actual premium cost and the employee's maximum District contribution as a contribution toward a Health Savings Account (HSA) the employee is qualified and eligible unless such contribution would create disadvantageous tax consequences for the District or the employee.

- 7.2 The District further will pay the premium cost for Term Life for \$50,000 for the employee only.
- 7.3 The employee will pay the premium cost for short term and/or long term disability Insurance. Participation in this program is optional.
- 7.4 The insurance benefits for the employee and all eligible dependents shall begin with the first day of contracted employment, provided the employee has met waiting time requirements established by the carrier and has completed and signed the necessary form(s).
- 7.5 The benefit program(s) identified herein shall be provided only in accordance with the underwriting rules and regulations as set forth by the carrier(s) in the policy (policies) retained by the policyholder.

In spite of any statements in this Agreement to the contrary, nothing shall change the interpretations, meanings, or intent of the provisions of the insurance contracts between the Board and the insurance carriers.

The District will not be obligated and shall not pay for any medical and/or dental expenses not covered by the insurance carrier(s). Such expenses shall be the sole obligation of the employee(s) incurring them.

- 7.6 Ending Coverage:
 - A. If an employee's employment is terminated prior to the end of his/her contract, insurance coverage shall cease as of the last day of the last month the employee is employed, except that disability income insurance is terminated on the last day of employment.
 - B. If the employee's employment is terminated at the end of his/her contract or between the end of his/her contract and the beginning of the ensuing school year, the District's payment of premiums shall continue through the month of August, except that disability income insurance shall terminate on July 31.
- 7.7 The District shall act to update any mandated coverage or changes caused by state or federal government, and may, at the District's discretion, make changes to take advantage of any liberalization made available by the insurance carriers because of experience, pooling of risks, investments gains, etc.; however, the level of benefits shall not be decreased.

- 7.8 The District does not guarantee against unilateral changes in benefits initiated solely by the insurance carriers (companies).
- 7.9 The District shall provide the enrollment, bookkeeping, and billing, and any other service necessary to cause payment to be made in a timely manner. Billing and accounting procedures required for the management of the insurance benefit program must be acceptable to the District.
- 7.10 Any employee terminating his/her employment with the District shall, if eligible, have the option of continuing participation in the insurance benefit program in accordance with COBRA law.
- 7.11 The District will provide a Section 125 Plan with the District paying administrative costs of the Plan.

ARTICLE 8 - LEAVE RIGHTS

8.1 PAID LEAVES

In accordance with board policy, the district will comply with all provisions of the Family and Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA). In addition, teachers shall be entitled to the following temporary leaves of absence with full pay each school year:

- A. Sick Leave is provided all teachers who are absent because of personal illness in accordance with the provisions and reservations listed below.
1. All teachers shall be granted ten (10) days sick leave during each school year accrued at one (1) day per month. Teachers working less than a full day shall accumulate sick leave on a percentage basis. Such sick leave shall be credited to said teachers on the first contract day of the fall semester. In case of teachers who begin service after the beginning of the school year, sick leave shall be credited on the first day of active teaching service and shall consist of one (1) day for each payroll month remaining in the teacher contract year. Sick leave may be used as necessary as long it does not exceed accrued days by the end of the year. If the days used do exceed accrued days, payment for the extra days will be deducted from the final check.
 2. Total sick leave accumulation for any member will be unlimited.
 3. A teacher who has accumulated sick leave during employment with other Oregon districts shall upon proper verification be allowed to transfer the accumulated leave in accordance with Oregon statutes.
 4. Members of the Association will be allowed to share their accrued sick leave with other Association members according to the following guidelines should there be a need.
 - a. Each Association member may donate up to two (2) days of said employee's sick leave from previous years. Days will be donated in one (1) day increments.
 - b. Such donations are completely voluntary.
 - c. To be eligible to receive donated sick leave, a current employee must be absent from work because of an injury or illness to the employee that prevents the employee from working. The district may request medical verification of this determination prior to approving leave requests.
 - d. The receiving employee must not be eligible for, or be receiving, any district paid leave, worker's compensation benefits, PERS or social security disability benefits or long term disability insurance benefits.
 - e. An employee may not receive more than 40 days of donated sick leave during a 12 month period. Leave must be requested and allocated in 10 day increments.
 - f. Specific decisions as to employee eligibility will be made by mutual agreement between the Association and the District as per items 3 and 4 above.
 - g. The requests for days will be managed by the Association.

B. Family Illness or Injury

1. All teachers shall receive no more than five (5) days leave per school year with pay in case of illness or injury of a spouse or children. This leave may be utilized to care for other family members provided it is essential for the health or welfare of the family member that the teacher be released. For purposes of this section, "other family members" are defined as parents, step-parents and in-laws, brothers and sisters and in-laws, grandparents, grandchildren, or members of the immediate household.

C. Bereavement Leave will be allowed up to five (5) days per school year upon the death of friend or family member. Extension of this leave shall be determined by the Superintendent or his designee upon request. The denial of a request for an extension may be appealed to the Board.

D. Jury Duty and Legal Leave of absence will be granted as required for jury duty, job-related legal hearings, and court appearances under subpoena, with the exception of personal suits or proceedings against the District. Any pay received by a teacher for jury duty during regular school hours shall be turned over to the District.

E. Professional Leave for teachers to visit other schools, attend educational assemblies or other meetings in the interest of the District may be authorized by the building principal or immediate supervisor.

Elementary Special Education Teachers will receive one-half day of Professional Leave per month for consultation and case management.

F. Personal Leave

1. Each employee shall be granted two (2) days of personal leave per year cumulative to five (5) days with full pay. Personal leave will be granted to part-time employees based on their FTE. Leave cannot be taken in less than half-day increments.
2. The employee shall request in writing through his or her immediate supervisor, at least three (3) school days in advance of the anticipated absence, approval for being absent so a substitute may be obtained if required. The employee shall state the time and date that he or she will be absent from the job. The employee is not required to state a reason for the absence.

In emergency situations the three (3) day notice may be waived by the immediate supervisor. The immediate supervisor shall give the employee written notice of approval or denial.

Personal leave will be granted only if a qualified substitute is available. In the event that personal leave has been approved and illness or other unforeseen building emergencies exist which eliminates the number of qualified substitutes available, the principal may cancel previously approved personal leave requests.

3. Personal leave shall not be taken on in-service days (except during teacher work time) the first or last student day of school, or during regularly scheduled conference times.

Cash-out Option – Employees having not used their Personal Leave at the end of the school year may elect to cash-out up to five (5) days of their accumulated leave at the rate of \$125 per day. Employees requesting this option must notify the District by June 1st.

- G. Emergency Leave may be allowed by the Superintendent or designee upon request for absence due to unforeseen emergencies beyond the control of the teacher, provided personal leave or family leave days are not appropriate to cover the emergency.

H. Absences Because of Illness or Injury

The absence of an employee because of illness or accident for which he/she received compensation from the district Worker's Compensation Insurance carrier shall be considered as sick leave. Such compensation for the time lost (but not disability settlements) shall be deducted from sick leave compensation paid to the employee by the Pendleton School 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 the employee is actually compensated by the district. The employee may choose not to receive district compensation and if no compensation is given from the district, then no sick leave shall be expended.

I. Sabbatical Leave

Upon the recommendation of the Superintendent, the Board may permit members of the professional staff to take sabbatical leaves for the purpose of self-improvement and benefit to the school system through study and research. The primary consideration in granting leave will be the benefit to the students of Pendleton School District 16R. A secondary consideration will be the professional improvement of the staff member.

The number of leaves granted in any one (1) year shall be determined by the Board based upon the amount of money budgeted for that purpose and approval of the annual operating levy.

1. Employment Requirements and Length of Leaves

MINIMUM CONSECUTIVE YEARS OF SERVICE LENGTH OF LEAVE SINCE EMPLOYMENT OR LAST LEAVE

14 YEARS OF SERVICE	year at full salary
7 YEARS OF SERVICE	year at half salary or quarters or one semester at full salary plus school and living allowance.
3 YEARS OF SERVICE	One quarter at full salary plus school and living allowances.

2. Applications

- a. Applications for leaves during the first semester must be in the Superintendent's office no later than the first day of the preceding February. Applications for leaves during the second semester must be in the superintendent's office no later than the first school day of the preceding September.
- b. Leaves may be initiated by the individual staff member or the school administrator.

3. Activities, General

- a. The leave applicant must submit, in writing, a plan of study which shall include:
 - (1) A statement of the objectives of the course of study and how this will be beneficial to the students of the District.
 - (2) A description of the course of study planned. This course of study must meet objectives described in Number 1.
 - (3) The name of the institution where the study is planned. One (1) alternate institution must be named.

Any variation from the approved program must have the prior consent of the Superintendent.

Upon approval of the leave program, it is the responsibility of the staff member to see that it is fulfilled as planned. If this is not done, the leave may be cancelled by the Board upon recommendation of the Superintendent. Any money received must be repaid in full.

- b. Time on leave shall apply as service time to the District for the purpose of increment, sick leave, and credit on the salary schedule, and other fringe benefits that are extended to licensed personnel of the District.
- c. All activities for which leaves are granted must be planned in consultation with the superintendent.
- d. Outside activities in which staff members engage for pay during the regular school year may be continued, but not expanded during the period of leave.
- e. Staff members, while on leaves, may be employed to do work for the school system, at the request of the Superintendent.
- f. Leaves will not be granted for the purpose of engaging in gainful occupation or for the purpose of studying for a trade or another profession.

4. Leaves Granted at Full Salary

The following activities will be considered appropriate. They are listed in order of preference, although the needs of the school system and of the particular staff member applying for leave will be considered in each case:

- a. Formal graduate study in any area that will provide the applicant with skills beneficial to the students of the Pendleton Public Schools.
 - (1) This might be to improve skills in an existing program or to develop skills for a new program.
 - (2) This could be to develop supervisory skills.
- b. The study may be in courses for which formal college credit is granted, or in courses which are audited. Writing of a thesis will be considered as a secondary part of the program of study and should not be considered as part of the requirement listed.
- c. Independent research undertaken in consultation with the Superintendent.

5. Short-term Leaves Granted at Full Salary Plus School and Living Allowances

When leave is granted for a quarter or semester during the regular school year, excluding the summer term, the following procedures will be followed:

- a. The person receiving leave shall receive his/her regular salary plus school and living allowance. The school and living allowance is received to offset school expense and living expense. The formula is to be set by the Board and adjusted as costs fluctuate, based on current costs of the institution to be attended.
- b. The activities that may be appropriate for short-term leaves will be:
 - (1) On-campus study. This study is to meet the qualifications stated in Section C.
 - (2) Independent research undertaken in consultation with the Superintendent.
- c. Writing of a thesis will not be considered as part of a short-term leave.

6. Leaves Granted at Half Salary, or Two Quarters or One Semester at Full Salary Plus School and Living Allowance

The following activities will be considered appropriate. They are listed in order of general preference, although the needs of the school system and the particular staff member applying for leave will be considered in each case. (See Section C, Activities, General)

- a. Formal graduate study in an area that will provide applicant with skills beneficial to the students of the Pendleton Public Schools.
 - (1) This may be to improve skills in an existing program or to develop skills for a new program.
 - (2) This could be to develop supervisory skills.
- b. The study may be in courses where formal college credit is granted, or in courses which are audited. Writing of a thesis will be considered as a secondary part of the program of study and should not be considered as part of the requirement listed.
- c. Independent research undertaken in consultation with the Superintendent.
- d. Schedule of visitations involving travel planned in consultation with the Superintendent, meeting qualifications listed under Section C.

7. Granting of Leave

First consideration will be given to those sabbatical leave plans which involve the greatest benefit to the school system and greatest self-improvement of the staff member. A secondary consideration will be the seniority of the staff member applying for leave.

8. Reporting of Activities

- a. A written and/or oral statement (report) will be required of the returnee upon fulfillment of the leave objectives.
- b. A plan of follow-up is to be made upon fulfillment of the leave objectives. (See Section J)
- c. A college transcript will be required where applicable to the leave.

9. Obligations

Before beginning the sabbatical leave, the teacher shall enter into a written contract to return to active service in the Pendleton Public Schools for a period of at least three (3) consecutive years after the expiration of such leave. A teacher who does not perform this agreement will be required to return to School District 16R one-third of the salary paid him/her while on sabbatical leave for each year remaining of the obligation. However, the teacher shall be released from such payment if his/her failure to serve the three (3) years as stipulated is due to his/her illness, disability or death, or if the teacher is discharged by the Board.

10. Implementation of Leave Benefits

Upon granting of leave, the Board should recognize its inherent responsibility that it may be necessary to set aside a sum of money which will be used in the implementation of the program of the returning recipient, the amount to be determined on the following basis:

- a. That it is necessary to fulfill the approved objectives of the leave.
- b. That it is necessary for the District to gain the full benefit from the knowledge and skills gained while on leave.
- c. The person receiving leave shall agree to be available to set up demonstration projects, serve as a resource person for in-service programs, provide leadership in program development, etc., if this is felt desirable by the Board.

8.2 LEAVES WITHOUT PAY

A. Family Care Leave

1. A family care leave shall be granted upon request without pay, to any regularly employed staff member who has been employed one (1) year or more.
2. A request for family care leave and the length of time requested must be submitted to the Superintendent sixty (60) days in advance of the date said leave is to commence.
3. The leave shall be granted for the remainder of the school year and may be granted for one additional year if requested and approved by the Board of Education.
4. Such leaves will be granted for the birth or adoption of a child by an employee, or to care for seriously ill or injured family member or child. For purposes of this leave, "family member" shall be defined as spouse, parent, parent-in-law, sibling, sibling-in-law, grandparent, grandchild or other individual permanently residing in the employee's household.

B. Military Leave

1. Military leave shall be granted to any regularly appointed teacher who is inducted or enlists for military duty with any branch of the Armed Forces of the United States.
2. Leaves shall be granted to teachers serving in the Oregon National Guard or any other U.S. Military Reserve component for declared alerts or emergencies requiring their service.
3. Teachers on military leave shall be given the benefit of all increments and sick leave allowances which would have been credited to them had they remained on contract with the school system.

4. The Board may give or withhold increments or deny extension of leave to those electing to remain in military service beyond the required time.

C. Professional Study Leave

A leave of absence of up to one (1) year may be granted to any teacher, upon application, for the purpose of engaging in study at an accredited college or university reasonably related to his/her professional responsibilities.

This leave of absence may include participating in exchange teaching programs in other states, territories or countries in a program related to the teacher's professional responsibility, provided said teacher states his/her intention to return to the school system. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the District during such period.

D. Association Leave

A leave of absence of up to two (2) years shall be granted to any teacher, upon application, for the purpose of serving as an officer of the OEA/NEA or on its staff. Upon return from such leave such teachers shall be placed at the same position on the salary schedule as they would have been had they taught in the system during such period.

E. Extended Illness

A leave of absence of up to one (1) year may be granted upon request for extended illness.

F. Return from Leave

1. All benefits to which a teacher was entitled at the time of leave of absence commenced, including seniority, unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to the teacher upon his/her return, and the teacher shall be assigned to the same or substantially equal position which the teacher held at the time said leave commenced. During the terms of leave granted pursuant to 1 through 5 of this Section, the Board shall provide the employee the option of continuing in any fringe benefits program available, provided, however, the employee pays the employee's own premiums.
2. Teachers planning to return to the District in the fall following a leave of absence shall notify the District in writing by the preceding April 15. Those planning to return for the second semester shall notify the District by the preceding October 15. Failure to notify the District by the required date may be considered a resignation and the District may declare the position vacant and seek a suitable replacement.

- G. Requested Unpaid Leave: Leave may be allowed by the Superintendent or his/her designee upon written request according to the following guidelines:
1. The request is to be made at least five (5) working days in advance of the first date of the requested leave, unless emergency circumstances preclude such notice.
 2. No unpaid leave is allowed without prior approval except that associated with OFLA/FMLA and/or Workers' Compensation eligible leave.
 3. There is no right to unpaid leave and approval is not a guarantee of future approval.
 4. Unpaid leave will be approved only for reasons deemed unavoidable or necessary due to events beyond the employee's control. The main intent is to include such activities as weddings, funerals, emergencies, graduations, special honors or award presentations, though the leave may include recreational activities.
 5. Employees are strongly advised not to make preparations for an unpaid leave (such as purchase tickets or make other reservations) prior to notice of approval.
 6. All applicable paid leave must be used prior to unpaid leave.

ARTICLE 9 – TEACHING HOURS

- 9.1 The workday for full-time teachers shall consist of seven and three-quarters (7.75) hours on Monday through Friday. Each building will establish a standard schedule for the teacher work day between the hours of 7:00 a.m. and 3:45 p.m. This schedule will be mutually agreed upon between staff and administration.
- 9.2 Teachers shall be provided a minimum one-half hour duty-free lunch period within the workday outlined in 9.1. Teachers may leave the building without requesting permission during their scheduled duty-free lunch period. Teachers working less than two-thirds time of a full-time teacher may be provided with a duty-free period; however, this shall be in addition to their regular assigned duty time.
- 9.3 The workday for teachers employed less than full-time shall be based on an equivalent portion of the workday for full-time teachers.
- 9.4 The Monday schedule will include a one hour late start for students to provide an extended period of time (approximately one hour) before the student day for teachers to meet collaboratively. Two Mondays may be dedicated to work in Professional Learning Communities. One Monday may be used as district initiative work time.
- 9.5 Secondary full time teachers will be contracted for up to eight (8) periods. Assignments will include the equivalent of one preparation period per day per week and may include: up to 6 teaching periods, 1 supervision period and/or 1 tutorial/advisory period. A meeting with department members and the principal will occur to identify specific needs and options for dealing with teaching assignments.
- The elementary teachers (grades 1-5) of Pendleton School District 16R shall receive a total of 150 minutes of preparation time per week with specialists (in 30 minute minimum blocks) during the student contact day. Full-time kindergarten teachers will receive 150 minutes of preparation time between their two daily sessions per week.
- The intent of preparation time during the student contact day is for teacher planning.
- 9.6 Building administrators will limit staff meetings to one (1) meeting per month. This meeting will take place during PLC time and/or scheduled in-service time.
- 9.7 It is the intent of the District to provide substitutes for elementary specialists in the areas of physical education, library and media, and music whenever possible. Specialists will provide lesson plans for substitutes and aides.
- 9.8 The District may ask and an individual teacher may voluntarily agree to cover a class in lieu of their preparation period. The District shall reimburse a teacher who has agreed to substitute for another teacher during his/her preparation time at the pro-rated hourly substitute rate for actual time spent substituting.
- 9.9 Travel time of 15 minutes will be provided to teachers traveling between two sites during the school day.

- 9.10 The Association and the District agree that the health and safety of students is the responsibility of all staff members whenever students are present at school. Nothing in this Section 9 is intended to interfere with a teacher's responsibility to take immediate action whenever student conduct requires correction or disciplinary action.
- 9.11 All certified staff are not expected to work nor shall they forfeit pay when extraordinary conditions beyond the control of the District result in school closure. Closure days may be made up at the discretion of the Board with no additional pay for teachers as provided by Section 5.7 of this Agreement.

ARTICLE 10 - GRIEVANCE PROCEDURE

- 10.1 The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure. Meetings or discussions involving grievances or these procedures shall not interfere with teaching duties or classroom instruction.

A standard Pendleton Public Schools grievance form shall be used to process grievances under the provisions of Section 10, Grievance Procedure. This grievance form is incorporated herein and made a part of this Agreement as Appendix C.

- 10.2 For the purpose of this Agreement, a grievance is defined as a claim by the teacher, teachers, or the Association, based upon the interpretation, application or violation of this Agreement affecting a teacher or group of teachers, or the Association. Any teacher, group of teachers, or the Association having a grievance shall be hereinafter known as the "Aggrieved."

- 10.3 Grievances will be processed in the following manner and within the stated time limits:

Step 1: The Aggrieved shall within (30) business days after the facts upon which the grievance is based first occur or first become known to the aggrieved, attempt to resolve the grievance in an informal meeting between the Aggrieved and his or her principal. The grievance may be resolved as a result of this meeting. If the grievance is not resolved at the informal level, it shall be prepared in writing and submitted to the principal. If the Aggrieved does not submit the grievance to the principal in writing in accordance with Step 1, within thirty (30) business days after the informal meeting with the principal, the grievance will be deemed waived. The Aggrieved may be accompanied by one (1) other member of the Association when presenting the written grievance.

Note: "Business Days" are those workdays that the School District is open for "business", excluding school holidays and normal vacation periods such as Round-Up, Christmas break and Spring break.

The principal will reply in writing to the Aggrieved with a copy to the Association within ten (10) business days after receipt of the written grievance. If written response is not made within ten (10) business days, Aggrieved may go on to the next step.

Step 2. If the grievance is not settled in Step 1, and the Aggrieved wishes to appeal the grievance to Step 2, the Aggrieved may file the grievance in writing to the Superintendent within ten (10) business days after receipt of the principal's written answer or if response time has elapsed. The written grievance shall give a clear and concise statement of the alleged grievance including the act or omission upon which the grievance is based, the issue involved, the Agreement provisions involved and the relief sought. The Superintendent or his/her representative shall thoroughly review the grievance, arrange to meet with the Aggrieved, or his/her representative, for necessary discussions, and give a written answer to the Aggrieved stating the reasons for his decision with a copy to the Association no later than ten (10) business days after receipt of the grievance. If written response is not made within ten (10) business days, Aggrieved may go on to Step 3.

Step 3: Grievances not settled in Step 2 of the grievance procedure may be appealed to arbitration provided:

- A. Written notice of a request for arbitration is made to the Superintendent within ten (10) business days of receipt of his answer in Step 2.
- B. The issue must have involved the interpretation, meaning or administration of a specific provision(s) of the Agreement.

When a timely request has been made for arbitration, the parties or their designated representatives shall attempt to select an impartial arbitrator. Failing to do so, they shall within ten (10) business days of the appeal, jointly request the Oregon Employment Relations Board to submit a list of five (5) arbitrators. As soon as the list has been received, the parties or the 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 fifth and remaining name shall act as the arbitrator. The parties and arbitrator shall be bound by the Voluntary Arbitration Rules of the AAA (American Arbitration Association).

The arbitrator so selected shall confer with the representatives of the District and the Association and hold hearings promptly and shall issue his/her decision not later than twenty (20) business days from the date of the close of the hearings, or, if oral hearings have been mutually waived, then from the date of which final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions of the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall be without power to add to, delete from, or otherwise modify the language of the collective bargaining agreement. The decision of the arbitrator shall be submitted to the District and the Association and shall be final and binding on the parties.

10.4 The District and the Association will share equally any joint costs of the arbitration procedure, such as the fee and expense of the arbitrator and the costs of the hearing room.

10.5 Right of teachers to representation

- A. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, an Association Representative, or by a representative of his/her choice.
- B. Reprisals

No reprisal of any kind shall be taken by the Board or 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.

10.6 Miscellaneous

A. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent and processing of such grievance will be commenced at Step 2.

B. If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate superior, the Aggrieved will submit such grievance in writing directly to the Superintendent and processing of such grievance will be commenced at Step 2.

C. Separate Grievance File

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

D. Meetings and Hearings

Meetings and hearings under this procedure shall not be conducted in public except at the option of the Aggrieved and shall include only such parties of interest and their designated representatives, consultant personnel, and resource people.

10.7 Concerns with implementation of board policies may be addressed through the complaint procedure currently in existence as a part of District policy.

ARTICLE 11 - EARLY RETIREMENT

11.1 The District and the Association agree that early retirement may be a viable option for some teachers. Early retirement is available to teachers who were employed by the district prior to December 31, 2013 and are eligible to retire under P.E.R.S. Benefits paid by the District are listed below will continue until age sixty-five (65).

11.2 Qualifications

To be eligible for early retirement, a teacher must be eligible to retire and receive benefits from P.E.R.S., and must have completed nineteen (19) years of teaching of which ten (10) years must have been in service in the Pendleton School District.

11.3 Fringe Benefits

The District shall pay a monthly stipend at the time of retirement to age sixty-five (65), based on the teacher's age at retirement on the following scale:

Retirement at age 51 =	\$255 per month stipend
Retirement at age 52 =	\$285 per month stipend
Retirement at age 53 =	\$315 per month stipend
Retirement at age 54 =	\$340 per month stipend
Retirement at age 55 =	\$370 per month stipend
Retirement at age 56 =	\$400 per month stipend
Retirement at age 57 =	\$455 per month stipend
Retirement at age 58-65 =	\$510 per month stipend

This benefit will be prorated according to the F.T.E. status of the employee at retirement.

11.4 Survivorship

In the event of the retiring teacher's death, the remaining monthly payments shall be paid to an eligible surviving spouse or domestic partner as defined by the district's health care provider. These payments will be spread over the same number of months of eligibility as if the retiree had not died and will continue until the retiring teacher would have reached age sixty-five (65). If there is no surviving spouse, the District's obligation shall be deemed satisfied.

11.5 Commencement of the Program

Teachers who retire will receive the first payment beginning the month following retirement. Teachers retiring at the end of the school year will receive the first payment in September of the following school year. Retirement at the end of the school year will be considered as retirement in August.

11.6 Extended Option

Employees taking early retirement shall have the ability to convert to self paid early retirement coverage under District medical/dental insurance plans through age sixty-five (65) provided such coverage is available through the District's carrier and the employee is eligible at the time of retirement. The employee will be responsible for timely and proper payment of insurance premiums.

11.7 Continued Employment after Retirement

It is understood and agreed by the District and the Association that the following conditions shall govern the terms of employment for the retired teachers serving as employees under the hourly limitation established by PERS. Retirees serving as temporary contract teachers shall receive a salary for services as specified by their FTE of service, days of service, and current salary schedule. Retiree employees shall be granted one (1) day of sick leave for each month worked.

The following contract sections do not apply to temporary retiree employees:

Sections:	5.7	Payment of PERS contributions
	5.8	Longevity
	7 (1-2, 4-10)	Fringe Benefits
	8.1 (1-3, 6, 9)	Paid Leaves
	8.2 (1-6)	Leaves Without Pay
	11 (1-6, 8)	Early Retirement
	13	Vacancies and In-district Transfers

11.8 Legislative Impact

The parties acknowledge that the potential exists for legislative action that could impact early retirement eligibility.

ARTICLE 12 - JUST CAUSE

- 12.1 No teacher shall be disciplined, reprimanded, reduced in rank or compensation, demoted, or transferred for disciplinary reasons without just cause.
- 12.2 Prior to taking action against a teacher, the following rights of due process will be afforded:
- A. The execution of a formal and written evaluation or statement of charges.
 - B. A conference with the teacher by the appropriate administrator prior to taking any action.
 - C. A written explanation for the action to the teacher and the Association.
 - D. It is understood and agreed that only the procedural aspects of items enumerated within this paragraph shall be subject to the grievance procedure of this Agreement.
- 12.3 Disciplinary proceedings under this Section shall be open only at the option of the teacher.
- 12.4 It is understood and agreed that this Section shall not circumvent the Fair Dismissal Law of the State of Oregon. It is also understood that this Section does not apply to the non-renewal or dismissal of probationary teachers nor to the dismissal or non-renewal of contract teachers who are covered by the Fair Dismissal Law.

ARTICLE 13 - VACANCIES AND IN-DISTRICT TRANSFERS

13.1 Vacancies

A vacancy shall be defined as any previously established teaching position that will be refilled or any newly created teaching position.

- A. Vacancies in the teaching staff will be provided by electronic communication. Postings will include position, school and unique requirements for the job if any exist and will remain open for five (5) days for in-district transfers.
- B. Teachers interested in vacancies during the summer may check postings on the district web-site or district e-mail. The teacher shall have the responsibility of contacting the Human Resources Office indicating his/her interest in a position before the in-district posting deadline.

13.2 Voluntary Transfers

- A. Application for voluntary in-district transfers shall be accepted at any time during the school year and shall expire on August 30th of the school year for which the transfer is sought. All district applicants will receive a response regarding disposition of the district's decision, and each will be personally contacted.
- B. The application shall set forth the school, grade or position sought, and the applicant's academic qualifications.
- C. The District shall act upon the request within thirty (30) days after the receipt of an employee's request for transfer to an announced position.
- D. In acting on requests for voluntary transfer, the District may consider but not be limited to the following criteria:
 - 1. Highly Qualified Status
 - 2. Seniority in the District
 - 3. In-district and out-of-district experience in the teaching field.
 - 4. Academic preparation for the position.

Once a decision is rendered, the reason(s) for the decision will be presented to the teacher in writing.

13.3 Involuntary Transfers

- A. An involuntary transfer refers to an administrative transfer of a teacher to a different building or position.
- B. When a teacher is involuntarily transferred, he/she will have the opportunity to make known in writing to the appropriate administrators his/her wishes regarding a new building or position.
- C. Teachers being involuntarily transferred will be informed of all vacancies known at the time the transfer decision is being considered.

- D. Teachers will indicate in writing to the appropriate administrator their preference of a building or position. When an involuntary transfer is necessary, a teacher's length of service in the District, teaching field, Highly Qualified status and academic preparation will be considered. Once a decision is rendered, the reason(s) for the decision will be presented to the teacher in writing.
- E. When it becomes necessary for a teacher to transfer because of changes in enrollment or program, the Superintendent or appropriate administrator will give the transfer of the unit member priority in filling known vacancies.
- F. Letters of involuntary transfer, excluding those for disciplinary reasons, will be removed from the teacher's personnel file one (1) year after the effective date of transfer if the teacher so requests .
- G. When an employee is transferred to a different building or classroom, the District administration may authorize payment at the high substitute rate for time approved outside the school day to move and set up the new classroom.

ARTICLE 14 - FUNDING

- 14.1 The parties recognize that revenue needed to fund the compensation provided by this Agreement must be approved by established budget procedures.
- 14.2 The parties agree to meet informally by April 1 of each year to mutually determine if there is a need to reopen negotiations of the economic provisions of this agreement, as defined in Section 5 and Section 7, in the event that sufficient funding is not available to meet contractual economic obligations. If both parties agree, the contract will be reopened for negotiations. If either party disagrees, the contract will not be reopened for negotiations.
- 14.3 The District has no intention of reducing the monetary items in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement.

ARTICLE 15 - STAFF REDUCTION

- 15.1 When in the judgment of the District, a reduction in staff is necessary, the following provisions shall apply:
- A. When the District determines that there is to be a layoff of a probationary or contract professional staff, the Association shall be notified in writing at least one (1) month prior to the effective date of such action. In the event of an emergency, the District will notify the Association upon first knowledge.
 - B. Positions to be eliminated will be determined by Board action. Teachers holding these positions will be considered layoff candidates. Teachers holding positions within the area to be reduced shall be classified by areas of licensure, seniority, and competence. "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.
 - C. All teachers scheduled for layoff will be considered for open positions within the district for which they are licensed and competent to teach. If more than one layoff candidate is eligible for a vacant position, the most senior employee will be retained.
 - D. The order of layoffs shall be as follows:
 - 1. Temporary less than half-time teachers, including temporary retiree teachers, shall be laid off before other teachers are laid off.
 - 2. Temporary full-time teachers, including temporary retiree teachers, shall be laid off after temporary less than half-time teachers.
 - 3. Probationary less than half-time teachers shall be laid off only after temporary teachers have been laid off.
 - 4. Probationary full-time teachers shall be laid off only after probationary less than half-time and temporary teachers have been laid off.
 - 5. Contract less than half-time teachers shall be laid off only after temporary and probationary teachers have been laid off.
 - 6. Contract teachers shall be laid off only after temporary, probationary and contract less than half-time teachers have been laid off.
 - E. Retention within the above six categories shall be in order of length of unbroken service in the District beginning with the most recent date of hire. The District, may, however, retain an employee with less seniority if that employee is determined to have greater competence than a more senior employee. When the length of unbroken service in the District is equal, retention shall be determined by drawing of lots.

- F. Licensure for the purposes of identifying layoff candidates shall be as registered in each teacher's official personnel file on the date the Reduction In Force is approved by the Board of Directors.
- G. Length of service will be computed from a contract or probationary teacher's first day of unbroken teaching service in the District. Approved leaves of absence will not be considered as an interruption in service. If a teacher resigns and is later re-employed by the District, length of service shall accrue from the first day of the latest period of continuous employment.
- H. Teachers who have been laid off in accordance with the above procedures shall be placed on the District recall list and shall remain eligible for recall for a period of up to twenty-seven (27) months. Teachers shall be recalled to positions for which they are licensed and qualified in reverse order of layoff. "Qualified" shall mean the measurement of the teacher's ability to teach a particular grade level or subject matter in which the teacher is placed after the reduction in force.
- I. Notice of recall shall be by certified mail to the last address provided to the District by the teacher. The District's obligation to recall a teacher shall expire upon resignation by that teacher, the expiration of the twenty-seven (27) month period, or the refusal of a recall offer by the teacher. A teacher being offered recall shall have ten (10) days from the date of the receipt of the recall notice in which to notify the District of acceptance of the recall offer. Failure to timely notify the District of acceptance of recall shall be deemed a refusal.

If the recall offer is accepted, the teacher must report for work on the date specified in the notice of recall. The failure to do so shall be deemed a refusal of the recall offer, and the teacher shall be removed from the recall list.
- J. In the event of a reduction of contract or probationary staff, under this Section, the Association will be provided a list of teachers and their length of continuous service with the District.
- K. In the event of recall, layoff shall not constitute an interruption of service.

ARTICLE 16 - COMPLAINT PROCEDURE

16.1 Procedural Requirement

In reacting to any complaint regarding a teacher, unless the complaint is immediately dismissed, the complainant will be told that the teacher has the right to be told the details of such complaint by his/her immediate supervisor and they shall attempt to resolve the matter at that time in an informal manner. Anonymous complaints shall not be considered as grounds for any disciplinary action including dismissal or nonrenewal of a teacher.

16.2 Meeting with Principal or Immediate Supervisor

Within ten (10) working days of the receipt of a complaint, a meeting will be arranged between the teacher and the principal or immediate supervisor. At that meeting, the teacher will be informed of the name of the complainant and the nature of the complaint. The teacher shall be allowed an opportunity to respond to the complaint.

16.3 Meeting with All Parties

If appropriate a meeting will then be arranged with the teacher, complainant and principal or immediate supervisor to mutually work to solve the problem.

16.4 Investigation

In the event that the complaint is not resolved at the meeting set forth in Sections 16.2 or 16.3, the principal/immediate supervisor shall perform any investigation deemed necessary to gather sufficient information to reach a conclusion regarding the complaint. The teacher shall be informed of the results of the investigation.

16.5 Right of Appeal

Any disciplinary action taken as a result of a complaint is subject to the just cause provisions of this contract and may be appealed pursuant to the grievance procedure.

16.6 Right of Representation

The teacher shall have the right to be represented by an Association representative at any meeting or conference regarding any complaint.

16.7 The provisions of this Article shall not apply in situations while a complaint is being investigated by law enforcement or an outside agency.

ARTICLE 17 - MAINTENANCE OF CLASSROOM
CONTROL AND DISCIPLINE

- 17.1 At the beginning of each school year, the building administrator will furnish each staff member with a copy of the school-wide discipline plan which is tailored to meet the needs of that particular building. Any changes made subsequent to that time shall be distributed to the teachers as soon as possible. Such procedures would be in addition to the District's Student Code of Conduct and this section of the collective bargaining agreement.
- 17.2 When, in the judgment of a teacher, a student is, by the student's behavior, disrupting the instructional program to the detriment of that student and/or others, the teacher will take appropriate action.
- 17.3 Any student removed from class at any time by a teacher shall be directed by such teacher to the appropriate building administrator or designee.
- 17.4 Any teacher referring a student shall, by the end of the teaching day, provide a signed copy of a report to the administrator including a statement of facts, a summary of conditions which led to the student's referral, the steps taken by the teacher to remedy the problem and to motivate the student, and any other steps taken by the teacher prior to referral. The designated administrator and the teacher shall meet concerning the return of the student to the teacher's classroom.
- 17.5 When any student, reassigned to the teacher, is again referred for discipline within the same school year, the foregoing procedure shall be repeated provided, however, if persistent disagreement exists, the matter may be appealed to the Superintendent or designee.

ARTICLE 18 - PERSONNEL FILES

- 18.1 A copy of written evaluations shall be submitted to the teacher at the time of personal conference or within ten (10) days thereafter; one (1) copy is to be signed and returned to the administration, the other is to be retained by the teacher. In the event that the teacher feels that an evaluation was incomplete or unjust, the teacher may put objections in writing and have them attached to the evaluation report, to be placed in his/her personnel file with a copy to the Superintendent. The District will follow procedures established pursuant to ORS 342.850 in regard to teacher evaluations.
- 18.2 Each teacher shall have the right, upon request, to review the contents of the teacher's own personnel files exclusive of materials received prior to the date of employment by this district.
- 18.3 A representative of the Association may at the teacher's request accompany the teacher in this review.
- 18.4 The teacher may respond to any item placed in such personnel file and said response shall become a part of said file.
- 18.5 Except for transcripts and teaching certificates, no adverse material shall be placed in a teacher's personnel file unless the teacher has seen and signed it. Provided, however, in the event a teacher refuses to sign it, the material shall be so endorsed by the appropriate administrator in the presence of a witness before being placed in the personnel file. The signature of the teacher shall mean he/she has seen the material, but does not necessarily imply acceptance of same. The teacher shall be furnished a copy of the unsigned documents. Written complaints that do not result in disciplinary action shall not be placed in the teacher's personnel file.
- 18.6 Building administrators may maintain a site file for purposes of evaluation. At the end of each evaluation cycle the full contents of the file will be purged.

ARTICLE 19 - WORK YEAR

- 19.1 The school year to be set by the District shall not exceed a maximum of 187 contract days. The 187 contract days shall include the following five (5) paid holidays: Labor Day, Veterans' Day, Thanksgiving Day, Memorial Day, and Martin Luther King Day.
- 19.2 The District will cause to be distributed to all certificated personnel before the end of the school year the calendar for the following school year which shall include:
- A. Starting and ending dates
 - B. Paid holidays
 - C. Teacher planning and preparation days
 - D. Days school is in session
- 19.3 The proposed school calendar shall be developed by the Superintendent or designee and presented to the Board of Directors for consideration and formal adoption. The Association will be given an opportunity to review the proposed school calendar and offer comments/suggestions prior to the time it is presented for Board adoption.

ARTICLE 20 - TEACHER RIGHTS

- 20.1 The private, religious and political life of a teacher is not within the appropriate concern or attention of the Board except as it may directly prevent the teacher from properly performing his/her assigned functions during the workday. Teachers are required to comply with TSPC rules and regulations.
- 20.2 Teachers may use supplemental materials in the classroom providing:
- A. It is relevant to the class being taught.
 - B. It is appropriate to the maturity and age/grade level of the student; and
 - C. The material is within the adopted scope and sequence of curriculum guidelines/programs.

ARTICLE 21 - PROFESSIONAL DEVELOPMENT

- 21.1 The District and the Association recognize the importance of providing continued educational opportunities for the teachers in Pendleton. Therefore, the District may provide workshops and classes during the school year for professional development subject to budgetary limitations and priorities. Workshops and classes requested by the Association will be given consideration when planning the professional development activities of the District.
- 21.2 Pendleton School District Board of Directors directs the superintendent to encourage community involvement in shared decision-making and to foster the collaborative efforts of district personnel, students, parents and community members through the formation of district and building site councils. All councils shall adhere to the guidelines established in House Bill 2991. Duties of all councils shall be set by Board policy in conformance with HB 2991. Site committee licensed teachers shall be paid a \$200 stipend annually. If large projects are undertaken, then a budget shall be submitted to the superintendent for prior approval at the extended contract rate.
- 21.3 A stipend of \$300 will be provided annually for teachers agreeing to serve as a mentor for teachers new to the district.
- 21.4 For staff requiring peer assistance, the District will make a concerted effort to secure a qualified teacher to perform such duties. If a current staff member is agreeable to provide assistance, compensation for the agreed upon number of hours will be at the current year's extended contract rate.
- 21.5 The District will provide for teacher tuition reimbursement annually during the term of the contract, 2013 - 2016. A total of \$30,000 will be available annually. Courses taken from June to May each year may be reimbursed in June if pre-approved on the district pre-approval form. If the requests for reimbursement exceed \$30,000, the reimbursements will be prorated.
- 21.6 Discounted credit vouchers earned by members of the bargaining unit will be made available to other members of the unit if not utilized by the employee designated on the voucher by the awarding university.
- 21.7 The District and the Association agree to meet at least annually to review the teacher evaluation system and the Achievement Compact and their implications for professional development.

ARTICLE 22 - CLASS SIZE

22.1 Pendleton School District 16R will make every effort to equalize class size across the District, taking into consideration the number of students in each class receiving special education services including TAG students. Should a building teacher have a concern about an inequity of size or composition of comparable classes, the teacher shall have the right to discuss the concern with the building administrator and submit, in writing, their concern. If, following discussion of the concern, there exists further concerns, the teacher may submit in writing their concerns to the central administrator responsible for class size issues, for the purpose of setting a time for a hearing with the administrator to discuss the class size issue. The central administrator will notify the teacher in writing within ten (10) working days following the hearing of his/her resolve of the problem. The decision of the central administrator shall be final. Alleged violations of this article may not be grieved beyond the superintendent step of the grievance procedure and may not be the basis of an unfair labor practice complaint.

Further, the District agrees that a reasonable guideline to strive for on class size shall be:

Kdg	22 or less
1-3	24 or less
4-6	30 or less
7-12	30 Student contacts per period excluding music, PE/wellness and special education

The parties acknowledge that special needs students constitute a special dimension of the classroom teacher's assignment. Building principals will consider this factor when assigning special need students to classes in an effort to balance the assignments of teachers under his/her supervision. Special students should be given a weighted factor when determining the balance of assignments between classroom teachers.

ARTICLE 23 - SAVINGS CLAUSE

- 23.1 If any provision of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any such tribunal, the remainder of the Agreement shall not be affected thereby, and upon the request of either the District or the Association the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.

ARTICLE 24 - TERM OF AGREEMENT

- 24.1 This Agreement shall be effective as of July 1, 2013, and shall be binding upon the District and the Association and their members, and shall expire June 30, 2016.
- 24.2 The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Before the Board takes any action which affects wages, hours or any other conditions of employment covered by the collective bargaining act, the Board will notify the Association in writing that it is considering such a change. The Association will have the right to negotiate with the Board using the expedited procedure in O.R.S. 243.698, provided that it files such a request with the Board within fourteen (14) days after receipt of said notice.
- 24.3 Nothing contained herein shall restrict the rights of the parties to enter into collective bargaining at an appropriate time with respect to a successor agreement. Collective bargaining with respect to a successor agreement to this contract shall commence no later than February 1, 2016.

EXECUTION/SIGNATURES

Executed this _____ day of _____, 2013, at Pendleton, Oregon by the undersigned officers by authority of and on behalf of the Pendleton District Board and the Pendleton Association of Teachers.

FOR THE ASSOCIATION

FOR THE DISTRICT

President

Chairman of the Board