

**CONTRACT Between
POLK COUNTY SCHOOL DISTRICT NO. 57**

And

FALLS CITY TEACHERS ASSOCIATION

7/1/2020 through 6/30/2021

Preamble

The Agreement entered into this 1st day of July 2020 by and between the Falls City Teachers Association, hereinafter called the "Association," and School District Number 57, Polk County, Oregon, hereinafter called the "Board" or the "District."

WHEREAS, the parties have reached certain agreements regarding employment relations which they desire to confirm, it is hereby agreed as follows:

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Article 3 – Grievance Procedure

A. Definitions

1. Grievance

A “grievance” is a claim by a teacher covered by this Agreement alleging violation or inequitable application of the provisions of this Agreement.

2. Party in Interest

A “Party in Interest” is the person or persons making the claim and any person in the District who might be required to take action or against whom action might be taken in order to resolve the claim.

3. Days

Days shall be defined as contractual workdays during the school year. During the summer, days shall be defined as days the District Office is open for business.

B. Purpose

The purpose of this procedure is to assure, at the lowest possible level, solutions to the grievances which may from time to time arise under this Agreement. Both appropriate parties agree that these proceedings will be kept informal and confidential, as may be any level of the procedure.

C. Operating Limits

1. Work Stoppage

There shall be no suspension of work or interference with the operations of the school system during the term of this Agreement. Meetings or discussions involving grievances, or these procedures shall not interfere with teaching duties or classroom instruction.

2. Time Limits

The number of days indicated at each level should be considered as a maximum. The time limits specified may, however, be modified by mutual agreement.

3. Reprisals

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

4. 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 kept in the personnel file of any of the participants, except that the grievance file and the personnel file will be cross-referenced.

5. Meetings and Hearings

All meetings and hearings under this procedure, with the exception of Level 3 Board hearings, shall not be conducted in public and shall include only such parties in

interest and their designated or select representatives. Level 3 Board hearings shall be heard in public unless the Grievant requests that the hearing be held in Executive Session. When such a request is made, the Board hearing will be held in Executive Session subject to the Public Meetings Law.

Failure at any step of this procedure to communicate a decision to the grievant within the specific time limits shall be deemed a denial of the grievance and permit the grievant to proceed to the next level. Failure by the grievant at any step of this procedure to appeal a grievance to the next step within the specific time limits shall be deemed acceptance of the decision at that level.

D. Representation

1. Teacher and Association

Any grievant may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a representative selected or approved by the grievant as long as that representative is from the association or approved by the Association. The Association shall have the right to be present at the adjustment of the grievance.

2. Group Grievances

If a grievance affects more than one teacher on one or more specific issues, the teachers so affected, or the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall commence to Level Two. Furthermore, such group grievance shall comply with the initial filing timeline specified in Level One and shall also conform to the writing requirement prescribed in Level One.

E. The Procedure

1. Level One

- a. Within twenty-one (21) days of the time he/she first has knowledge or reasonably should have had knowledge of the facts upon which a grievance is based, an employee with a grievance will discuss it with his/her principal or immediate supervisor with the objective of resolving the matter informally.
- b. If the grievant is not satisfied with the informal disposition of his/her grievance, he/she may communicate a written grievance with his/her principal or immediate supervisor within five (5) days of the informal meeting. This writing shall specify the facts upon which the grievance is based, the contract provision allegedly breached, and the remedy requested. Such supervisor shall respond to the teacher in writing within five (5) days from the receipt of the written grievance.

2. Level Two

- a. Within eight (8) days of receipt of the supervisor's decision, the grievant, if not satisfied with the disposition of the grievance at Level One, or if no written decision has been rendered within the required time, may appeal to the Superintendent. If the Superintendent is the grievant's supervisor, the grievant may proceed to Level Three. The appeal shall include a copy of the decision being appealed, the grounds for regarding the decision as incorrect, and the original writing requirement as specified in Level One.

- b. Appeals to the Superintendent (or his/her appointed representative) shall be heard by the Superintendent within five (5) days of his/her receipt of the appeal. The Superintendent shall communicate to the teacher and, at the teacher's request to the Association, his/her written decision within five (5) days of the appeal meeting.

3. Level Three

- a. Within eight (8) days of receipt of the written decision by the Superintendent, or if no written decision has been rendered within the required time, the employee may further appeal to the Board. The appeal shall include a copy of the decision being appealed, the grounds for regarding the decision as incorrect, and the original writing requirement as specified in Level One.
- b. The Board shall hear appeals from the Superintendent's Level as soon as practicable after timely receipt of the appeal; if the appeal is filed at least ten (10) days prior to the Board's next scheduled meeting, it shall make all reasonable effort to conduct the grievance hearing at that next scheduled Board meeting. The appeal shall include a copy of the decision and why the grievant feels the decision is not satisfactory, and the original writing requirement set forth in Level One (E. 1. b.). If the Board renders a decision, it shall do so in writing to the teacher and at the teacher's request, to the Association, within five (5) days of the meeting.
- c. Grievances may be appealed to arbitration provided:

- 1. Written notice of a request for arbitration is made to the Superintendent within ten (10) days of receipt of the Board's answer in Level Three, or if no written decision has been rendered within the required time; and
- 2. The issue must involve an alleged violation of a specific provision(s) of this Agreement.

When a timely request has been made for arbitration, the parties or their designated representatives shall within ten (10) days of the appeal, jointly request the Employment Relations Board to submit a list of seven (7) arbitrators. The parties or their designated representatives shall alternatively strike the names of arbitrators on the list until the name of one arbitrator remains. This arbitrator shall be designated to conduct the arbitration proceedings. Arbitration proceedings shall be in accordance with the current rules of the American Arbitration Association.

The arbitrator shall schedule a hearing on the grievance and, after hearing such evidence as the party's desire to present, shall render a written decision. The arbitrator shall have no power to advise on salary adjustments, except as to improper application thereof, not to add to, subtract from, modify or amend any term of this Agreement. A decision of the arbitrator shall be final and binding upon the parties.

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

Article 4 – Rights of Professional Employees

- A. No member of the bargaining unit shall be disciplined, reduced in basic salary or suspended without pay without just cause and due process.

Dismissals of contract or probationary teachers and non-renewals of probationary teacher contracts and non-extension of contract teachers' contract are not subject to just cause and shall be governed by the Accountability for Schools for the 21st Century (ORS Chapter 342). Termination of extra-duty contracts is not covered by this Agreement.

- B. The responsibility of scholastic evaluation of students, determining grades, and making recommendations concerning promotion or retention shall belong to the teacher. The Board, upon request by the student, Principal, Superintendent, or parent, may ask for and receive from the teacher information stating the criteria on which the recommendation was made and supporting the recommendation. The Superintendent may overrule a teacher's recommendation with respect to promotion or retention. The Superintendent may change any grade, but no grade will be changed without prior consultation with the teacher. The final decision to change a grade will be accompanied by a written rationale as to why the grade was changed.
- C. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates, unless prohibited by state or federal law.
- D. Supervisors, administrators, and the Board members shall use discretion in their criticism of a specific teacher or his/her instructional methodology. Teachers shall use discretion in their criticism of supervisors, administrators, and Board members.
- E. Whenever a teacher is directed to appear before an administrator for the purpose of informing a teacher of a matter which could result in discipline, termination, or the non-renewal or non-extension of the teacher's contract, the teacher shall be given the reasons for the meeting and an opportunity to be accompanied by a representative selected or approved by the teacher as long as that representative is from the Association or approved by the Association. This provision does not preclude the Superintendent or his or her designee from placing a teacher on paid administrative leave if, in his or her judgment, such leave is immediately necessary. Any related meetings that occur after the commencement of paid administrative leave shall be subject to this provision.
- F. If, after an investigation, the District asserts that it has substantiated a claim of sexual misconduct against a teacher, that teacher shall be notified in writing and shall have the right to an appeal process as outlined in Oregon law. The teacher shall have twenty (20) days (as defined in Article 3, A, 4) from the receipt of such notice to inform the District in writing that he or she is invoking a right to appeal. The appeal process shall be heard before a neutral arbitrator selected by the Employment Relations Board. If the Association represents the member, the selection of the Arbitrator shall be pursuant to the same selection process as outlined for grievances in Article 3, Section E, 3, subsection C 2.

Article 5 – Teacher Work Year

The school year for licensed staff covered by this agreement shall be within the confines of the calendar officially adopted by the School Board of Directors. Prior to official adoption, the yearly district calendar shall be discussed with the local representatives of the Association for the purpose of receiving advisory recommendations regarding the school calendar.

There shall be a maximum of one hundred ninety (190) contract days and a minimum of one hundred sixty-nine (169) contract days.

The district calendar will include:

- Four (4) paid holidays (Labor Day, Veterans Day, Thanksgiving Day and Memorial Day)
- Three (3) grading days (Trimester schedule), or four (4) grading days (Semester Schedule); these days will not include any mandatory meetings
- Five (5) full day In-service day
- Eight (8) in-service/teacher planning days consisting of four (4) hours of in-service time and four (4) hours of teacher planning time without mandatory meetings. If eight (8) hours is needed for an in-service the following in-service/teacher planning day will be dedicated to eight (8) hours of teacher planning.
- As of 2017-18 work year, the student contact days is 152 days. In subsequent years for every twelve (12) student contact days adopted into the school calendar, one day of in-service/teacher planning will be added. (For example – if there are 164 student contact days, there will be nine (9) total In-service/teacher planning days).

Article 6 – Teaching Hours

A. Length of Day

The normal workday shall be eight (8) including the duty-free lunch period, with the beginning and ending times set by the District. Full-time teachers shall be on duty and available for work on the school site or sites otherwise designated by their principal or immediate supervisor for the duration of the normal workday on days' teachers are to report to work. The teacher and supervisor may agree to an alternative schedule that is equal to the normal workday; the agreement shall be in writing and will be subject to approval by the Superintendent provided the alternative schedule does not alter the teacher's workload. The Association President shall be provided with a copy of any alternative schedule that is approved by the Superintendent,

The normal instructional day shall be established by the District and consistent with state law. The instructional day shall be the time when students are present for regular classes. The normal instructional day shall include a minimum one-half hour continuous duty-free lunch period as required by law.

B. Evening Commitments

All teachers will be required to attend evening obligations for Open House and Parent/Teacher Conferences. Parent/Teacher Conference days may be adjusted with a late start to accommodate evening conferences.

High School teachers will be required to also attend Graduation, Academic awards night, and one (1) additional evening commitment as needed.

Elementary school teachers will be required to also attend the winter program and two (2) additional evening commitments as needed.

C. Daily Schedule

Teachers shall adhere to the daily schedule and shall make no commitments, which will preclude their being present in the assigned responsibilities unless such absence is governed by applicable leave provisions. The Superintendent may approve unpaid leave of absence when a teacher exhausts applicable leave subject to the discretionary unpaid leave provisions in Article 12 C. Unapproved absence may result in pro-rated salary deductions and or disciplinary action being taken against the teacher.

High School teachers will teach no more than 340 minutes per day during a normal instruction day and will prepare for no more than six (6) classes per semester or trimester unless compensated for the additional period.

D. Accessibility to Students/Parents

Teachers should strive to be accessible to parents, guardians and their students during the contract period. Teachers should respond to contact by parents/guardians in a timely manner. This allows for teachers and parents to set up appointments to confer that are mutually convenient.

E. Preparation Time

The Association and the Board agree that preparation time is essential if a teacher is to do a professional job in the classroom.

- A. Therefore, a time period equivalent to fifty (50) minutes per day shall be scheduled for every full-time high school teacher (part-time will be based on FTE equivalence) during student contact time, unless the teacher and the District agree to an alternate prep time schedule. If the high school is on a block or modified block schedule, the high school teachers prep time will be the equivalent of two (2) periods (45-50+ minutes) every other day.
- B. Elementary teachers will be guaranteed 50 minutes of time for preparation each day with a minimum of thirty-five (35) continuous uninterrupted minutes commencing ten (10) minutes after the dismissal for a full-time teacher (part-time will be based on FTE equivalence). Except as provided in Section F below, meetings or duties will not interrupt this prep time. Additional blocks of prep time may occur when specialists teach classes, but at the discretion of the District. Specialists include licensed personnel not assigned to regular classroom duty.
- C. Licensed personnel will not be required to perform classified tasks unless an emergency or other situation arises where the safety or supervision of students requires certified supervision or duty.

F. Preparation Time Compensation, District Requested

- A. If a member of the Association is asked to perform teaching duties during his/her prep time by the District, the District shall compensate the teacher on a minute-for-minute basis according to the current salary schedule placement. The compensation time is to be recorded on a timesheet and turned into the District office monthly.
- B. Mandatory staff meetings will be scheduled at the district's discretion, will not generally be scheduled to last beyond 4:00 pm, and will not generally exceed two meetings per month, except when called to facilitate effective communications or deal with immediate school operational problems. Lawfully scheduled IEP meetings may displace teacher preparation time, and mandatory staff meetings may displace teacher preparation time up to twice per month.
- C. When teachers attend mandatory meetings that extend beyond the eight (8) hour workday, they shall be entitled to accrue up to ten (10) hours of "trade-time," to be accrued equal to the time spent in such meetings beyond the eight (8) hour workday. An official record shall be kept in each building front office, and entries must be mutually approved by the teacher and the building administrator. Administrators and teaching staff may jointly schedule non-mandatory meetings to address teacher-initiated agenda items; such meetings shall not accrue trade-time.

Trade-time must be taken in at least thirty (30) minute increments and may only be taken at times not during the instructional day, upon mutual agreement between the employee and the building administrator. Agreement shall not be unreasonably withheld. The use of trade-time may not interfere with scheduled staff meetings.

Article 7 – Extended Contracts

Assignment of extended contracts as well as the number of hours and dates will be determined by the Superintendent and approved by the Board. Teachers who accept extended contracts shall be compensated at twenty-two dollars (\$22.00) per hour for the terms of this Agreement. Contracts for coaching or other non-instructional or extra-curricular functions are subject to the Extra-Curricular Compensation addendum to this Agreement are not considered extended contracts.

Article 8 – Teacher Evaluation

- A. The performance of all teachers shall be evaluated in writing. Probationary and contract teachers shall be evaluated in accordance with state law.

In the event that an evaluation recommends contract non-renewal, the probationary teacher may request and have conducted an additional evaluation. Contract teachers shall be evaluated at least once every other year, and the evaluation report should be submitted no later than June 1 of the year of evaluation.

- B. A copy of the written evaluation 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 as prescribed by ORS 342.850 and returned to the administration: the other is to be retained by the teacher. In the event that the teacher disagrees with his/her evaluation, he/she may put his/her 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. No teacher will be dismissed, terminated or non-extended for performance reasons without first being given the opportunity to improve via a program of assistance.
- C. Each teacher shall have the right, upon request, to review the contents of his/her own personnel files exclusive of materials received prior to the date of his/her employment by the District. A representative of the Association may, at the teacher's request, accompany the teacher in this review. The teacher may respond to any item placed in such personnel file and said response shall become a part of said file. Teachers shall provide the District with a photo static copy of their teacher's license, and transcript of academic records. Upon receipt, such documents will be retained in the teacher's personnel file.
- D. When the district initiates changes to the evaluation program, the district and the association shall collaborate on the creation of that evaluation program.

Article 9 – Complaint Procedure

A. Complaints

If a formal written or oral complaint against a teacher is received by a supervisor, the supervisor will notify the teacher within five (5) days after receipt of the complaint. Notification need not be given within the timeline if the complaint is criminal in nature or involves an allegation of child abuse. If the administrator or teacher is absent, the timelines will be extended by the length of the absence.

If possible and appropriate, the supervisor will encourage the complainant and the teacher to discuss the complaint in an effort to mutually resolve the issue informally. If the complaint is not resolved, then the supervisor will attempt to resolve the complaint, which may include conducting an informal investigation and facilitating a discussion of the allegations contained in the complaint with the teacher and other involved parties. A formal conference between the supervisor and teacher will occur if:

1. The supervisor intends to refer to the complaint in a subsequent evaluation or;
2. The supervisor intends to place a record of such complaint in the teacher's personnel file or refer to it in a Program of Assistance for Improvement;
3. If in the supervisor's judgment, such complaint is sufficiently relevant to the teacher's performance as to indicate the desirability of a formal conference.

Any grievance alleging a violation of this Article may only challenge the procedural sufficiency of the complaint processing, and shall not otherwise go to the substance of an evaluation, personnel file, or Program of Assistance for Improvement

B. Formal Conference

If a formal conference is to occur, it shall be held with the teacher within ten (10) days after the complaint is made to the supervisor. At the formal conference, the teacher will be presented with the complaint in writing signed by the administrator or complainant. The complainant and/or administrator shall present to the teacher all available information, including person(s) making the complaint, nature of the complaint, and the requested remedy, if any. The teacher shall have the right to have a representative present at such conference. The teacher shall not engage in any reprisal activities against the complainant(s) or their children.

Article 10 – Sick Leave/Sick Time

A. Sick Leave/Sick Time

1. As provided by ORS 332.507, every teacher shall accrue ten (10) days' sick leave pay prorated for FTE for each school year. Unused sick leave shall accumulate without limit. In addition to accruing unused sick leave, each regular full-time teacher shall be granted a District contribution in the amount of fifty percent (50%) of the daily substitute pay rate, either to a designated 403(b) or into a Section 125 Plan account to the extent allowed by law, for each newly-accrued and unused sick leave day per year up to a maximum of five (5) days.
2. Sick leave may be applied to cover any absence caused by illness or injury to the teacher or his/her immediate family as defined in Policy GCBDA or for any reason outlined in Oregon Sick Time law (Senate Bill 454). The Superintendent shall be responsible for control or abuse of the sick leave/sick time. Any employee obtaining sick leave/sick time benefits by fraud, deceit, or falsified statement shall be subject to disciplinary action.
3. A newly employed teacher will 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 the District.

B. Injury on Duty

Absence due to the compensable employment-related injury, as defined in ORS 656.005(8), incurred in the course of the teacher's employment, shall not be charged against the teacher's sick leave days. Notwithstanding, upon request by the teacher, the District shall, to the limit of the teacher's accumulated sick leave, pay such teacher the difference between the teacher's regular salary and the benefits received by the teacher under Oregon Workers' Compensation only for those days that are compensable in accordance with ORS 656.240.

C. Sick Leave Bank

The purpose of the sick leave bank shall be to extend to members of the bank an additional sick leave beyond their accumulated days should an illness or injury cause a member to exhaust his/her accumulated sick leave days.

Licensed staff who wish to contribute a maximum of two (2) days of his/her sick leave to a common bank may do so. The option to donate to the bank for the following work year will be made available annually and included on the teacher contract document. Yearly contributions shall be limited to the number of days needed to bring the bank to a maximum of two times the number of licensed staff. Such contributions are irrevocable. Only licensed staff who have contributed days to the bank may apply for days from the bank.

After a licensed staff has exhausted their sick leave, and has certification from a doctor that an illness or injury is of a serious nature and prevents the teacher from performing assigned duties, and medical treatment cannot be delayed until the next vacation period or the following summer, they may apply for sick leave from the bank.

A committee of two (2) representatives from the administration and two (2) representatives from the Association will review the request. The request will be in writing and address the

reasons for requesting the sick leave. The committee will grant or deny by majority, the request and respond in writing. The maximum time a teacher can draw would be ten (10) days during any one (1) contract year after one (1) year of employment with the district; twenty (20) days after two (2) years; thirty (30) days after three (3) years or more. In subsequent years that teacher may contribute two (2) days of their regular medical leave to again be eligible to draw from the bank. Benefits may be accessed intermittently, but are limited to a lifetime maximum aggregate of sixty (60) days.

At the discretion of the committee, illness of an immediate family member as defined in PolicyGCBDA may qualify for time from the Sick Leave Bank.

The District shall maintain the records of the Sick Leave Bank. (Membership, accumulated leave in the bank, and sick leave used by members from the bank.)

Article 11 – Paid Leaves of Absence

A. Types of Leave

As of the beginning of each school year, teachers shall be entitled to the following temporary non-cumulative (not to be carried over from year to year) leaves of absence with full pay each school year.

1. Personal

Two (2) days leave of absence for personal, legal, business, household or family matters of a serious nature which require absence during business hours. The request by the teacher for such leave to the teacher's principal or other immediate supervisor for personal leave shall be made at least one (1) day before taking such leave (except in the case of emergencies). Said request shall not state the reason for such leave other than that it is being taken under this section. No more than one (1) teacher may be granted a personal leave day for any given date per building, unless approved by Superintendent.

2. Legal

Time necessary for appearance in any legal proceedings where appearing as a witness for District No 57, by subpoena or for jury duty, the district requests the employee bring in documentation from the court to show when the employee attended jury duty or subpoena. Any pay received by the court for the employee's services, not travel, shall be paid to the District and the District will then pay the employee their full salary. If the funds paid to the employee for court services are not paid to the District, then the employee can use personal time for the absence.

The District recognizes the right of an employee to serve on a jury, but when an employee's absence would create a hardship in the District, the District reserves the right to request that an employee be excused from jury duty.

3. Bereavement

Up to five (5) days' leave at any one time in the event of the death of a teacher's immediate family as defined in Policy GCBDA. Bereavement leave will not exceed a total of ten (10) days in one contract year per teacher.

4. Professional Leave

Up to three (3) days per year per teacher may be granted for professional leave. The request for leave shall be filed with the District no less than thirty (30) business days prior to the day(s) of leave. Each leave request shall be evaluated on the perceived benefit to the District and the availability of financial resources. Additional Professional Leave days may be requested by Administration.

Article 12 – Unpaid Leaves of Absence

A. Parental Leave

The District will grant Federal Medical Leave of Absence and Oregon Family Leave of Absence according to state and federal statute. The District reserves the right to grant additional leave at the discretion of the Board.

B. Leave of Absence

After six (6) years of service with the District, a teacher shall be eligible for one (1) continuous school year leave at the Board's discretion. This leave will be without pay and benefits, and not more than one (1) teacher shall be granted this leave in any one year. The teacher will be guaranteed a position upon return, but the position may not necessarily be the same position the teacher held prior to the leave of absence.

C. Discretionary Unpaid Leave

Additional unpaid leave may be granted by the Superintendent, upon application and approval. Approval shall be subject to the discretion of the Superintendent, and shall be non-precedent setting for purposes of this agreement.

Article 13 – Dues and Payroll Deductions

- A. Any teacher who is a member of the Association or who has applied for membership may sign and deliver personally or through the Association to the Superintendent an assignment authorizing deductions of membership dues in the Association. Such authorization shall continue in effect from year to year unless revoked in writing as hereinafter provided. Pursuant to such authorization, the District shall deduct one-tenth (1/10th) of such dues from the first salary check of the teacher each month for ten (10) months. Deductions for teachers who join the Association after the commencement of the school year shall be appropriately prorated so that payments will be completed by the following June. Teachers may request the deduction of the local dues for the entire year to be made from one (1) check. Such request shall be made to the Superintendent in writing.
- B. The Association agrees to hold the District harmless and to indemnify the District against any and all claims, suits, orders or judgments brought against the District as a result of the provisions of section A. The District will make proper adjustments with the Association for errors as soon as practicable, and no later than the following pay period.
- C. The District, upon appropriate authorization of the teacher, shall deduct from the salary of any teacher and make a proper remittance for any plans or programs approved by the Association and the Board that may be in addition to deductions being made at the time of the implementation of this Agreement.
- D. Any employee who has not requested payroll deduction for Association dues shall have a fair share amount deducted from his/her monthly pay. The deduction shall be the total Association dues, deducted in the same manner as provisions of section A.
- E. Anytime a bargaining unit member withdraws their Association membership during the school year, Section D of this Article shall be invoked. In the event that Section D becomes unenforceable due to changes in the law, dues shall continue to be deducted through the end of the school year for any bargaining unit member who has not withdrawn membership by September 15 that year. This will not apply to bargaining unit members who resign or have their employment with the District terminated prior to the end of the school year.

Article 14 – Insurance

The District shall offer benefit plans through Oregon Educator Benefit Board (OEBB). The benefit year covers October 1 through September 30. Insurance premiums are paid September through August (ex: September payroll pays October premiums; January payroll pays February premiums).

The District agrees to purchase medical, dental, and vision coverage for the Association member group, the total amount of such purchase not to exceed the total \$1,416 for 2020-21 times the Association's total active FTE (full time equivalency). Any current excess amount between the total insurance caps of the bargaining unit and the amount of premiums including savings from opt-outs will be placed into a pool to be used for the certified insurance premiums if necessary. Any unused portions of the pool will remain in the pool for the duration of the contract. In the final year of the contract 50% of the funds that are generated in the pool will stay in the pool for the next year of the contract. The remainder of the funds will revert to the general fund at the conclusion of this contract.

For members covered under this agreement working at least half (1/2) time but less than full-time, the District agrees to contribute towards the cost of the medical benefits package approved under this agreement each month the member's contract with the District is in force. The amount the District contributes will be calculated by multiplying the percent of full-time employment stipulated in the member's employment contract times the amount paid by the district for an equivalent plan provided to a full-time employee.

1. With respect to any annuity program, any teacher so participating shall pay both the employee and employer costs of said annuity program premiums.
2. Association members have the right to waive the Association's Health package identified in this subsection. If a member signs an agreement with the district waiving the Association's Health package, the district will contribute a one-time, not to exceed, \$1,000 employer contribution into a Flexible Spending Account (FSA). The FSA would need to be set up each year, even if an account was active the previous year. Part time staff of 0.5 FTE or greater are eligible and must follow the same provisions for full-time staff. Part-time staff's employer contribution will be prorated based on their FTE.
3. Nothing in this agreement is intended to limit the ability of certified staff to otherwise insure. The district agrees that authorized payroll deductions for additional insurance or premiums qualifying under state and/or federal laws for pre-tax application and qualifying under the District's policies and procedures will be given a pre-tax treatment by the District.
4. The District will make a Section 125 Plan available to all Association members.

Article 15 – Professional Compensation

A. Salary Schedule

1. The schedule shall be based on a one hundred sixty-nine (169) day work year. However, the District and the Association mutually recognize that it may be necessary to increase workdays to supplement the instructional time with students. In the event that the District determines that additional workdays may be necessary (excluding non-instructional periods before or after the normal hours of school operations), it will consult local representatives of the Association. Teachers will be paid for any such additional days worked at each teacher’s daily contract rate, as outline in each year of the contract in Appendix A.
2. Step increase movement in a salary column occurs annually. Change in placement from one column to a new column occurs when a licensed member of the unit attains employment status represented by the column. Except as noted in subsection 4 below, no vertical movement within a column occurs when a member moves from one column to a new column.
3. Teachers who are hired with a master’s degree and no previous experience shall be placed at Step 2 on the Probationary column of the salary schedule. Teachers with previous experience shall receive a three step increase in addition to any credit for experience granted in subsection B 5 of this Article. In a case where a member will attain contract status in a subsequent year and has acquired a master’s degree during their probationary status, the member will be awarded a three step increase in the next year of employment. If a member is a contract teacher and attains a master’s degree, the staff member will be awarded a three step increase in the next year of employment in addition to their annual step movement.

| 17-18 Step | Examples |
|---------------|--|
| 0 | New employee, no experience, Bachelor's |
| 1 | |
| 2 | New employee, no experience with Master's |
| 3 | |
| 4 | New employee, 5 years' experience, Bachelor's |
| 5 | |
| 6 | New employee, 5 years' experience, Master's |
| 7 | |
| 8 | New employee, 9 years' experience, Bachelor's |
| 9 | |
| 10 | New employee, 9 years' experience, Master's – This is the top step any new employee can be placed (probation) |
| 11 | |
| 12 | |

4. A stipend of 0.5% will be added to the annual salary of any teacher holding multiple endorsements.

B. Other Provisions

1. To receive subsequent step increases on the salary schedule an individual must have been present and worked as a teacher for at least 50% of contract days during the school year. The District will pick up and assume each Association member's contribution to the Public Employees Retirement System.
2. Twelve (12) monthly payments will be made through bank direct deposit on the last day of each month, September through August. If the last day falls on a weekend, payment will be made on the Friday prior.
3. Any balance in the teacher's contractual salary, due to a teacher not returning to the District, may be paid on the last working day of the school term providing a request is made two (2) weeks in advance in writing or in person if the financial condition of the District will allow it.
4. Part-time teachers who work less than full-time will receive compensation based on their placement on the salary schedule, times their FTE.
5. Upon initial hire, a teacher may be awarded up to nine (9) years for teaching experience outside of the District.

Article 16 – Professional Development

The District and the Association believe that intentional professional development is a cornerstone for high quality education, and that such development is an ongoing process. The District and the Association therefore agree that to support ongoing professional development, there must be a commitment to share in the cost of professional growth programs, classes, and endorsements that support and retain highly qualified personnel.

A. Eligibility for Endorsement Acquisition

1. Teachers will be required to stay three (3) years after they have been reimbursed for their college credit for license renewal or subject endorsement. If the member leaves before a three- year employment period, pay back will be pro-rated accordingly to an agreed upon pro-rated schedule.
2. Based upon need and any other criteria established by the District, and upon the recommendation of the building administrator, the District will make the final decision regarding member eligibility.
3. Unless otherwise mutually arranged between the Association and the District, teachers must apply at least four (4) weeks before class begins. The class and/or college credit must meet individual and district goals.

B. District Support

The District will provide up to \$4,000 per year in the Endorsement Acquisition and/or professional development process to cover the costs of any fees/tuition for courses of study, learning materials and syllabi, and testing and endorsement fees. To access these funds, teachers need to submit to the District a Request for Tuition Funds forms and provide copies of the corresponding billing invoice from the college/university for the related fees/tuition on behalf of the teacher.

C. Other Professional Development

The District and the Association agree the ongoing professional development is essential for successful teaching and student achievement. In that regard, and to maximize the resources of the District, each member shall report to work to make themselves available for all contracted professional growth activities scheduled by the District, and will not apply for or otherwise utilize flex, trade, or personal leave time during these identified non-instructional periods.

Article 17 – Strikes and Lockouts

- A. The Association and the members of the bargaining unit agree that they will not participate in any strike, work stoppage, slowdown, or other concerned work action involving this District during the term of this Agreement.
 - 1. The District agrees that, during the term of this Agreement, there will be no lockout of employees in the bargaining unit.

Article 18 – Layoff and Emergency Reductions

A. Layoff

The District shall determine when a layoff or recall is necessary and which program area(s) shall be affected. If the Board has formally considered a layoff and has taken official action to implement a layoff, it will immediately notify the Association. Such notice will be in writing and will indicate the program(s) which may be affected. The District's overall instructional program will be given priority consideration. Employees within the affected program(s) shall be considered for retention or recall in accordance with state law. When two (2) or more employees are considered equally qualified, seniority within the District shall be the determining factor. Employees to be laid off and the Association shall be provided notice as soon as is reasonably possible.

Seniority shall be defined as the employee's total length of actual service since the last date of hire. Any teacher who is to be laid off will be so notified in writing as soon as reasonably possible. Such notice will include the proposed time schedule and the reasons for the proposed action.

B. Recall

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

1. At the time of layoff, the teacher shall provide the District with a physical and email address to which notices of vacancy may be sent. In the event of a recall, the District shall notify a teacher who has expressed a desire to return to the District of the recall by certified mail, return receipt requested, sent to the last address given by the teacher to the District Office. An additional notice shall be sent to the last email address given by the teacher.

Teachers will have ten (10) days from the date the recall notice is received via certified return receipt mail and/or confirmed receipt and response to email to notify the District in writing of their intent to return. Failure of the teacher to so respond within the ten (10) day time herein specified shall terminate such teacher's right to recall. A teacher shall have a minimum of thirty (30) days to resume employment after acceptance of the recall. This minimum shall be extended to sixty (60) days if the teacher is employed in another Oregon school district and that district will not approve an early release from contract. Nothing prevents the District from approving a reduction in these minimums if the teacher is able to resume employment in less than thirty (30) days.

C. Other Good Faith Emergency Reductions and/or Closures

In cases of severe financial or natural catastrophic emergencies, the District and the Association will consult concerning cost saving measures that include alternatives to layoffs, and shall construct a prioritized list of mutually acceptable monetary reductions. This list may include the reduction of contract days. Nothing in this subsection shall diminish management's rights to maintain control over the operation and governance of the district. After meeting the requirements of this subsection, notwithstanding the contract

requirements of Articles 5, 6, or 15, the number of paid days of the contract may be reduced by half or whole day increments. The basis for such reductions shall utilize the rate schedule in Appendix A.

Article 19 – Miscellaneous Provisions

A. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. Compliance Between Individual Contract and Master Contract

Any individual contract between the Board and an individual teacher hereafter executed shall be subject to the terms and conditions of this Agreement. If an individual contract containing any language contrary with this Agreement, this Agreement, during its duration, shall be controlling.

Article 20 – Association Rights

A. Use of School Buildings

The Association and its representatives shall have the right of access to school buildings providing there is no interference with the regular school program. The principal of the building shall be notified in advance. No Association (district or building level) meetings will take place during regular instructional day. For purposes of this subsection, the instructional day does not include duty or lunch.

B. Use of School Equipment

The Association shall have the right to use school facilities and equipment including typewriters, duplicating equipment, calculating machines, computers, and audio-visual equipment at reasonable times, outside of the usual workday, when such equipment is not otherwise in use. The parties acknowledge that the District's e-mail system remains the sole property of the District, and that all communications thereon are subject to review and/or disclosure. Association Officers or Representatives may use the District's e-mail system to conduct joint Labor/Management business, and to conduct the following limited Association business, to the extent allowed by law: (1) notifying Association members of meetings and scheduling meetings (date, time, place and agenda); (2) scheduling meetings among Association Officers and/or Representatives (date, time, place and agenda); and/or (3) filing official correspondence with the District (i.e., grievance documents, demand to bargain notices, etc.). The Association and its members, officers and representatives shall not use District equipment, including computers and e-mail system, in any manner that violates campaign laws or any other statutory or regulatory restriction, and shall indemnify and defend the District against any claim so alleging. The Association shall pay for the reasonable costs of all materials and supplies incidental to such use, and for any repairs necessitated as a result thereof.

C. Bulletin Boards

The Association shall have, in each building, the use of a bulletin board in each facility lounge.

D. In-service

The Association and the District may jointly plan in-service training for the District.

E. Association Leave

The District will grant the Association president (or designee) a total of five (5) days leave for Association business directly related to collective bargaining issues between the District and the Association. The Association will reimburse the district for the cost of the substitute. The Association will provide a minimum of 24-hours notice unless mutually agreeable to release with less notice.

Article 21 – Duration of Agreement

- A. This Agreement shall be effective July 1, 2020, and shall continue in effect until June 30, 2021, when it shall terminate.
- B. This Agreement shall not be modified in whole or in part by the parties, except by an instrument, in writing, agreed to by the Board and the Association.
- C. Each party agrees to initiate negotiations of a successor agreement no later than March 1, 2021.
Either party may initiate negotiations at an earlier date, but no sooner than November 1, 2020, by written request presented to the other party to this agreement.
- D. All provisions of this contract become effective on the July 1, 2020.
- E. This agreement supersedes all other agreements between the Association and the District.

Article 22 – Early Retirement

- A. A teacher who has completed ten (10) years of continuous service as a teacher with the District and qualifies for PERS “early retirement” status shall have the option of one of the two early retirement benefits programs set forth below:
1. The District shall contribute up to the current medical insurance cap towards the teacher’s premiums for medical insurance coverage under the District’s current insurance plan for licensed staff for a period of thirty-six (36) months following the month of retirement. The District’s contribution toward medical insurance premiums shall commence the first month after the teacher retires and shall continue until the teacher would have qualified for PERS “full retirement” status. At the end of the District obligation to contribute toward insurance premiums, the teacher has the option of continuing coverage on the existing program at his/her own expense until the age of 65.
 2. The qualifying retiree may elect to receive no insurance benefit from the District and in lieu of insurance coverage may receive a monthly cash benefit equal to one half of the number of dollars the District would have contributed for insurance coverage under Option Number 1 above.
- B. The district must be notified in writing sixty (60) days prior to the teacher’s effective date of retirement that the teacher intends to participate in the Early Retirement program. At the time written notification is provided to the District the teacher must specify his/her choice of benefit option.

Article 23 – Execution/Signatures

EXECUTED this 1st day of July 2020, at Falls City, Oregon, by the undersigned, representing the Falls City Teachers' Association and Polk County School District No. 57.

FALLS CITY TEACHERS' ASSOCIATION

POLK COUNTY SCHOOL DISTRICT NO. 57

Janice Muleady

President

8/3/20

Date

Robert Young

Board Chair

8/3/20

Date

Appendix A – 2020-21 Salary Schedule

| Step | Annual Salary | | Daily Salary | |
|------|--------------------------|----------------------|--------------|----------|
| | Probationary 169 days | Contract 169 days | Probationary | Contract |
| 0 | 36,399 | | 215.38 | |
| 1 | 37,309 | | 220.76 | |
| 2 | 38,242 | 44,249 | 226.28 | 261.83 |
| 3 | 39,197 | 45,484 | 231.93 | 269.14 |
| 4 | 40,178 | 46,747 | 237.74 | 276.61 |
| 5 | 41,181 | 48,037 | 243.68 | 284.24 |
| 6 | 42,212 | 49,358 | 249.77 | 292.06 |
| 7 | 43,266 | 50,707 | 256.01 | 300.04 |
| 8 | 44,348 | 52,086 | 262.41 | 308.20 |
| 9 | 45,457 | 53,497 | 268.98 | 316.55 |
| 10 | 46,594 | 54,940 | 275.70 | 325.09 |
| 11 | 47,757 | 56,415 | 282.59 | 333.82 |
| 12 | 48,953 | 57,924 | 289.66 | 342.74 |
| 13 | 50,176 | 60,086 | 296.90 | 355.54 |
| 14 | | 62,282 | | 368.53 |
| 15 | | 64,516 | | 381.75 |
| 16 | | 66,787 | | 395.19 |

Appendix B – Extra-Curricular Compensation

| ACTIVITY | POSITION | STIPEND |
|--|---|----------------|
| Football | High School Head Coach | 3,500.00 |
| | 1 st High School Assistant Coach | 2,500.00 |
| | 2 nd High School Assistant Coach | 1,200.00 |
| | Middle School Head Coach | 2,000.00 |
| | Middle School Assistant Coach | 1,200.00 |
| Volleyball | High School Head Coach | 3,500.00 |
| | High School Assistant Coach | 1,300.00 |
| | Middle School Head Coach | 2,000.00 |
| | Middle School Assistant Coach | 1,200.00 |
| Basketball | High School Head Coach | 3,700.00 |
| | 1 st High School Assistant Coach | 1,300.00 |
| | 2 nd High School Assistant Coach | 1,200.00 |
| | Middle School Head Coach | 2,000.00 |
| | Middle School Assistant Coach | 1,200.00 |
| Track | High School Head Coach | 2,500.00 |
| | High School Assistant Coach | 1,300.00 |
| | Middle School Head Coach | 2,000.00 |
| | Middle School Assistant Coach | 1,200.00 |
| Cheerleading | Head Coach | 3,500.00 |
| | Assistant Coach | 1,500.00 |
| Leadership Advisor* | | 2,500.00 |
| Yearbook Advisor* | | 600.00 |
| Chronic Absenteeism District Lead** | | 1,000.00 |
| Chronic Absenteeism Building Lead** | | 1,000.00 |
| Senior Class Advisor | | 800.00 |
| Junior Class Advisor | | 200.00 |
| Athletic Gate Keeper | | 22.00 per hour |

*One stipend of \$2,500.00 if Leadership and Yearbook classes are combined and paid to same teacher.

**Stipends are dependent upon receiving the Chronic Absenteeism grant from ODE