

Neah-Kah-Nie School District No. 56
PO Box 28
Rockaway Beach, OR 97136

**Agreement Between
Board of Education
and
Neah-Kah-Nie Teacher
Education Association**

2019-2022

Approved Date: July 8, 2019

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PREAMBLE

This Agreement is entered into between the Board of Education on behalf of the Neah-Kah-Nie School District No. 56, herein referred to as the "District" or the "Board," and the Neah-Kah-Nie Teachers Education Association, herein referred to as the "Association."

The purpose of this Agreement and the intent of the parties hereto is to set forth the full agreement between the parties concerning wages, hours, benefits, terms and other working conditions for employees covered by the collective bargaining unit described in Article 1 of this Agreement.

The Board and Association recognize the importance and benefit of educator involvement in issues including professional development, the development and implementation of student conduct and discipline policies, the establishment of teacher performance evaluation tools, the establishment of the school calendar, and other issues involving student learning and working conditions, and commit to collaborative involvement with educators, in keeping with state and federal laws.

ARTICLE 1 - RECOGNITION

- A. The District hereby recognizes the Association as the sole and exclusive bargaining representative for all licensed personnel under contract and employed at least one-half day, full time by the District, except exclusions as listed below. Such representation shall cover all personnel assigned to newly-created professional positions unless such positions are principally supervisory and/or administrative. Representation shall exclude the Superintendent, principals, assistant principals, the curriculum director, substitute teachers, temporary teachers hired for less than one semester, and confidential employees, as confidential employees are defined by ORS 243.650 through ORS 243.782.

- B. The term "teacher" when used hereinafter in the Agreement, shall refer to all full-time licensed employees including counselors and librarians being represented by the Association and the bargaining or negotiation unit as above defined and references to male teachers shall include female teachers.

- C. PERS retirees shall be members of the bargaining unit provided they meet the requirements for memberships set forth in Section A above. Retirees shall be covered by all parts of this agreement with the exception of Article 21 – Layoff, and Article 26 – Reimbursement for Tuition (except as necessary for re-licensure).

ARTICLE 2 - TERM OF AGREEMENT

- A. This Agreement shall be effective on July 1, 2019 and shall be binding upon the Board, the Association and the people it represents, and shall remain in full force and effect through June 30, 2022.
- B. If either party desires to reopen negotiations for a successor agreement, such party shall provide written notice to that effect to the other party on or after January 15 of the year in which this Agreement expires. Negotiations will then commence on a mutually agreed-upon date.
- C. Any agreement so negotiated shall be reduced to writing after ratification by the parties.

ARTICLE 3 - SAVINGS CLAUSE

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 such a tribunal, the remainder of the Agreement shall not be affected thereby, and upon the request of either the Board or the Association the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually-satisfactory replacement provision.

ARTICLE 4 - EXISTING POLICIES

- A. Policies or rules in effect on the first effective date of this Agreement concerning teachers' wages, hours, terms, benefits, and other working conditions of employment which are mandatory subjects of bargaining shall remain in effect except those modified by this Agreement, and except as described below.
- B. If the District considers the adoption of a new policy or the revision of an existing policy which affects wages, hours, terms, benefits, and other working conditions of employment which are mandatory subjects of bargaining and which are not covered by this Agreement, the Board shall notify the Association president or his/her designee in writing that such changes are being considered. If the Association desires to bargain on such proposed changes, it will give notice of its intent to the Superintendent within 14 days of the date the notification is sent. If the Association does not give such notice, the District may implement the new policy.
- C. If the parties enter into negotiations and ultimately disagree over a proposal under paragraph B above, the District may implement the proposed change as provided by statute. The District acknowledges that the Association has the right to strike in the event of an impasse over such a proposed change.
- D. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- E. There shall be two (2) signed copies of the final Agreement for the purpose of records. One (1) shall be retained by the District and one (1) by the Association. Within one (1) month of ratification of this Agreement by both parties, the Board agrees to print sufficient copies of this Agreement for all employed teachers and agrees to deliver those copies to the teachers.

ARTICLE 5 - MANAGEMENT RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights and authorities, duties and responsibilities conferred upon and invested in it by the laws and the Constitution of the State of Oregon. Such powers, rights, authority, duties and responsibilities shall include but are not limited to:
 - 1. The executive management and administrative control of the school system and its properties and facilities.
 - 2. The hiring of all employees and to determine their qualifications and the conditions for their continued employment or their dismissal or demotion or promotion and transferring all such employees.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices shall be limited only by the Constitution and the laws of the State of Oregon and the express terms of this Agreement.
- C. The Board reserves the right to subcontract for specialized teaching assignments with the following limitations.
 - 1. No one in the Association has the expertise and time to perform that task.
 - 2. The task will be an assignment of no more than one (1) school teaching year.

It is not the intent that any future employment of this right would be used to reduce the level of employment of any members of the Association. Such assignments, with accompanying job descriptions, shall be posted on the bulletin boards in every teacher lounge in the District for no less than seven (7) days before the position is filled.

ARTICLE 6 - ARBITRARY AND CAPRICIOUS ACTS

Both parties agree that the provisions of this Agreement shall not be applied in a manner which is arbitrary or capricious. Alleged violations of this Article can only go through the grievance process outlined in Article 22 as far as Level Three – Appeals to the Board.

ARTICLE 7 - FREEDOM OF ASSOCIATION AND NONDISCRIMINATION

A. ORGANIZING

1. Teachers shall have the right to organize, join and assist the Association, to participate in professional negotiations with the District through representatives of their own choosing.
 2. The parties jointly recognize that the right of the individual to choose, associate with, or belong to any organization is a fundamental constitutional right in our society. Recognizing this right, the parties further agree that the choice of whether to join the Association shall be the individual prerogative of each teacher and shall not be a condition of employment. Recognizing the function of the Association, the District will advise all regularly-employed teachers that the Association is their exclusive bargaining representative.
 3. The Association and District affirm their adherence to the principles of free choice and agree that they shall not discriminate against any employee covered by this Agreement because of age, race, religion, sex, national origin, membership or non-membership in the Association. A grievance alleging a violation of this section may be pursued only up to Level Three of the Grievance Procedure, which is Appeal to the Board.
- B. Nothing contained herein shall be construed to deny any teacher his rights under the Constitution and laws of the United States and the State of Oregon or under other applicable laws and regulations. (This provision shall not be construed so as to incorporate such laws, constitutions, and regulations in this Agreement.)
- C. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

ARTICLE 8 - JUST CAUSE

No teacher will be disciplined, suspended or reprimanded without just cause. All information used as a basis for disciplinary action will be given to the teacher, upon request. Any teacher or group of teachers using the grievance procedure under this Article shall accept the decision as final, and no other procedures will be instigated or pursued by the teacher or group of teachers relating to the grievance. This provision shall not be interpreted to cover the nonrenewal of a probationary teacher, the non-extension of a contract teacher, nor the dismissal of a probationary or contract teacher. Additionally, this provision shall not be interpreted to cover matters related to retention or non-retention in extra-duty positions, from year to year.

ARTICLE 9 - MEETINGS HELD THAT MAY BE DISCIPLINARY IN NATURE

A. RIGHT OF CONFIDENTIALITY

If, during a meeting between a teacher and an administrator or Superintendent, the teacher feels that the meeting becomes disciplinary in nature and might alter or affect his or her career or evaluation, the teacher shall have the right to call in another Association member and be given a written statement of the content of the meeting. If any written record is made by the administrator or Superintendent, a copy shall be provided to the teacher. (This provision does not cover observation or evaluation conferences, unless and until the teacher feels the conference becomes disciplinary in nature as set out above; however, the right of representation would apply to all meetings pertaining to the establishment and review of a plan of assistance.)

B. RIGHT OF REPRESENTATION

Whenever any professional employee is required to appear before the Superintendent, Board or any committee or member thereof, concerning any matter which could adversely affect the continuation of that employee in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association or legal counsel present to advise and represent the employee during such meeting or interview. Any suspension of a professional employee pending charges shall be with pay.

ARTICLE 10 - ASSOCIATION RIGHTS AND PRIVILEGES

A. SCHOOL BOARD MEETINGS

1. The District shall place on the agenda of each regular Board meeting, any item presented to the Superintendent by the Association, provided the request for inclusion is received at least six (6) days prior to the meeting. The Superintendent shall make an effort to include the item requested as an early topic of discussion.
2. The Association president shall be included in the regular Board mailing list of those receiving the agenda and copies of the official minutes.

B. ORIENTATION PROGRAM

The president of the Association shall be given the opportunity to address the new teachers exclusively during their orientation program for a time not to exceed thirty (30) minutes.

C. RELEASED TIME FOR MEETINGS

Whenever any representatives of the Association or any teacher are required by the District to participate during working hours in negotiations, grievance proceedings, District-approved conferences or District committee meetings, he will suffer no loss of pay.

D. MAIL FACILITIES AND MAIL BOXES

The Association shall have the right to use the interschool mail facilities and school mail boxes as it deems necessary. The right to privacy will be respected.

E. USE OF SCHOOL FACILITIES AND EQUIPMENT

1. The Association shall have the right to transact official Association business or hold meetings on School District property at reasonable times and by permission of the building principal. Such business shall not interfere with classes or other normal school operations.
2. The Association agrees to establish a yearly calendar of regular meetings, indicating the time and place of such meetings but not to exceed two (2) meetings per month. Building principals and the Superintendent will receive a copy of this schedule. The District agrees to withhold scheduling of activities involving Association members that would conflict with the time and place of such meetings. The Association also agrees that special meetings will not be held to conflict with previously-established District or local school meetings.
3. The Association shall have the right to use school equipment or facilities at reasonable times when the same are not otherwise in use. The Association agrees to pay a reasonable charge where special service is required and to pay the cost of all materials and supplies furnished by the District.
4. The Association shall have the right to post notices of activities and matters of membership interest on teacher bulletin boards in each building and administration building.
5. Neither the District nor the Association or anyone acting on either party's behalf shall post or distribute materials through the District mail service which contain deliberate

inaccuracies about the District, the Board and any administrator or teacher. Violation of this provision may result in the termination of the Association's right to use the District's mail service and mail boxes.

F. LETTERS TO NEW TEACHERS

The Association will have the opportunity to have placed in the Superintendent's package to all new teachers a letter prepared by the Association informing said teachers that the Association is recognized as the exclusive negotiating representative for all teachers in the Neah-Kah-Nie School system.

ARTICLE 11 - ASSIGNMENTS, TRANSFERS AND VACANCIES

A. TEACHER ASSIGNMENTS

1. The District will assign all newly-employed personnel to specific positions. The Superintendent will give notice of assignments to the new teachers as soon as practical.
2. If at all possible, all other teachers will be given written notice of their class and/or subject assignments, building assignments and room assignments for the forthcoming year not later than the last class teaching day of the school year.
3. In the event that changes in such class and/or subject assignments, building assignments and room assignments are proposed after the last class's teaching day of the school year, teachers affected will be notified promptly by the Superintendent or representative.

B. TRANSFERS

1. Voluntary Transfers
 - a. Teachers desiring a change in grade and/or subject assignments or who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement will include the grade and/or subject to which the teacher desires to be transferred in order of preference.
 - b. If a teacher's request for a voluntary transfer has been denied, he will, upon request, receive a written explanation of the reasons from the Superintendent or his designee.
2. Involuntary Transfers

The Association recognizes that from time to time it might be necessary to transfer teachers from one assignment to another either in grade/subject areas or buildings. When such a transfer is necessary, the teacher affected will be notified of proposed action and will be given the opportunity to discuss the proposed change with the Superintendent. The Superintendent will give consideration to the expressed desires of the teacher and will consider any suggested alternatives. Upon request, the teacher will be given written notice of the reasons for an involuntary transfer. Appeals of the Superintendent's decision shall be subject to the grievance procedure only through Level Three (the Board). The Board's decision is final and binding.

C. VACANCIES

1. A vacancy shall be considered to exist when the District has determined to fill an existing vacant position or when the District has determined to fill a newly-created position.
2. The District does support, however, a policy of filling vacancies within its own teaching staff whenever practical and, subject to the requirements of its affirmative action policy, shall consider all currently-employed individuals who are interested in the job.

- a. Whenever a vacancy arises or is anticipated, the Superintendent shall notify the Association and post notice of the same on the bulletin boards in- every teacher lounge in the District for no less than seven (7) days before the position is filled.
- b. The District will continue its normal practice of making reasonable efforts to have at least one teacher on the screening/interview committee for licensed positions.

ARTICLE 12 - JOB SHARING

- A. Job sharing is defined as one position shared equally by two persons qualified to assume the responsibilities described in the job description. The District reserves the right to discontinue job sharing at any time.

Job sharing requests will be considered on an individual basis in accordance with their compliance with the following requirements:

1. The sharing of one position by two job-sharing employees must be approved by the District.
2. All salary and benefits, including sick leave days, employee special leave days and insurance payments shall be prorated for job-sharing teachers. Full insurance coverage is required of all .5 FTE or greater job share participants, unless expressly waived by the insurance carrier. The District will make reasonable efforts to seek timely waivers from the carrier and to inform the affected employees when the District receives notice from the carrier. Appropriate payroll deductions will be made. Less than one-half (1/2) time job share participants are not covered by this provision.
3. In accordance with ORS 342.845(2), job-sharing teachers on half time or more, including those who have voluntarily reduced from full time to half time, will be assigned by the District at not less than half time but less than full time. Job share participants who voluntarily accept less than one-half (1/2) time work are not covered by this provision.
4. Job-sharing teachers wishing to continue the assignment the following year must make this request in writing to the District office by March 15.
5. Each job-sharing position shall be evaluated periodically to determine renewal.
6. Job-sharing teachers sharing one job will sign a job sharing agreement prior to the start of the assignment.
7. If a job-sharing teacher substitutes for another job-sharing teacher, he or she will be paid at his or her regular rate.
8. The building administrator shall develop schedules, assign duties and provide for preparation time. It shall be the responsibility of the two parties to divide their time so that these agreements are equitable. If the two teachers have not, by August 1, communicated to the principal their agreement over the schedule, the principal shall decide upon the schedule.
9. Teachers will be placed on salary schedule in accordance with their experience and training and advance on the schedule as if they had one full-time year's experience.
10. No teacher in the District shall involuntarily be transferred in order to create a job-sharing position.
11. Attendance of both parties, without additional compensation, shall be expected during those days designated as inservice/workdays/field trips. The same shall be true of building and District-level staff meetings unless exception is made by the administration.

ARTICLE 13 - DUES AND PAYROLL DEDUCTIONS

A. Association Dues Authorization

Ten (10) business days prior to the first dues deduction of the school year, and then for any employee who becomes a member of the Association after the start of the school year, the Association shall notify the District of bargaining unit members who have elected to have dues deducted from their paychecks and shall identify the dues to be deducted from each. In addition, the Association shall provide a formal letter from the OEA Membership Department that confirms that OEA possesses sufficient documentation of dues deduction authorization for those members. Upon request by the District, the Association shall make available to the District for its review documented proof of dues deduction authorization for employees. The District shall enact dues deduction changes during the pay period following notification. The Association shall also notify the District when a bargaining unit member should no longer have dues deducted and provide the signed authorization by the employee to revoke dues deduction. The District shall cease dues deductions for all subsequent pay periods following such a notification.

B. Deductions

1. The District shall deduct the full local dues from the November & December pay of each member and promptly remit the amount collected to the local Association.
2. The District shall deduct one tenth (1/10) the state and national dues each month from November through August. Within ten (10) business days after each pay period, the District shall send to Oregon Education Association, in a single payment, the combined National Education Association and Oregon Education Association dues, including voluntary Association contributions, deducted for the month.

C. Employee Information

1. Within ten (10) business days after each regular monthly pay day, the District shall send the Association an electronic register of the NEA/OEA/local EA dues, including voluntary Association contributions, deducted from each member's paycheck.
2. By November 1 of each year, the District shall provide to the OEA an electronic database of each employee in the bargaining unit (both active members and non-members) that includes first date of service, FTE, classification or title, worksite, and residential address. Whenever a new employee is hired into the bargaining unit, The District shall provide the above information within thirty (30) days of hire.
3. The District shall notify the OEA Membership Specialist monthly whenever an employee in the bargaining unit is placed on an unpaid leave of absence, retires, is laid off, resigns, or changes their name.

D. Upon appropriate written request from the teacher, the District shall deduct from the salary of any teacher and make appropriate remittance for the following deductions:

Savings Bonds
Employee Contributions to Group Insurance Plans
Association Dues
United Way

Credit Union
Annuities
NTEA Scholarship Fund
Neah-Kah-Nie Education Foundation
Other Charitable Organizations - (Subject to Computer Capacity)

- E. The Association will indemnify, defend and hold the District harmless against any claims made or any suit instituted against the District on account of any payroll deduction for the Association.
- F. The Association agrees to refund to the District any amount paid to it in error.

ARTICLE 14 - SCHOOL CALENDAR

- A. It is recognized that the Board has the right to set the annual school calendar.
- B. Prior to adoption of the calendar, the proposed calendar will be submitted to the Association for review and recommendation two (2) weeks before the final action is taken by the Board.
- C. The calendar shall call for no more than 191 days including 183 working days and eight (8) paid holidays -- Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, New Year's Day, Presidents' Day, Martin Luther King, Jr. Day, Memorial Day and any other paid holiday established by statute.
- D. So long as portfolios are required by either the District or the State, a scheduled Portfolio Day for elementary teachers shall be scheduled at or near the end of the school year.
- E. Attendance of teachers shall not be required when student attendance is not required due to inclement weather or temporary closure of the physical plant out of consideration for the health, safety, or comfort of its occupants. Teachers may be required to make up such lost days without additional compensation beyond the teacher's individual contract amount.

ARTICLE 15 - LENGTH OF SCHOOL DAY

- A. Teachers shall normally be scheduled for 30 minutes of preparation time sometime during the teacher workday, and as scheduled by the administration. The normal workday for teachers shall be eight (8) hours, inclusive of a 30-minute duty-free lunch period. Teachers may be given permission by the principal to vary their starting and ending times.
 - 1. The parties recognize the importance of teachers having common preparation time. Principals will consider input from staff regarding ways to provide opportunities for group planning and collaboration.
 - 2. Special Education teachers may be provided up to the equivalent of four (4) days during the contract year to schedule and plan for meetings as approved by the building principal. One (1) day may be used as paid time outside of the teachers' contract year with the other three (3) treated as release time during the contract day.
- B. Teachers who are required to cover a class or assignment during their preparation period shall be compensated at the curriculum work rate as defined in Article 23C for the loss of their preparation period.
- C. Teachers may be asked to participate in three evening events in their building per year without additional pay.
- D. In addition to Section C, above, teachers may be required to participate in District-scheduled parent-teacher conferences that extend beyond the normal workday. If such conferences are held, teachers will be provided with compensatory time off (1:1 ratio) in compensation therefore.

ARTICLE 16 - MENTOR TEACHER PROGRAM

- A. The District reserves the right to establish and discontinue a Beginning Teacher/Mentor Teacher Program.
- B. Bargaining unit members may apply for a mentor teacher position. Applications shall be submitted to the Superintendent.
- C. No teacher shall be designated as a mentor teacher unless willing to perform in that role.
- D. A mentor teacher will work with no more than one beginning teacher per year.
- E. No mentor teacher shall participate, at any level, in the evaluation of teachers.
- F. The District will provide a substitute for the mentor teacher when necessary to fulfill mentor teacher obligations as per Education Department regulations and District guidelines.
- G. The District will provide a \$1,500 stipend or 50% of the amount provided by the state, whichever is less, for each mentor teacher for each year as participation in the program. This stipend shall be prorated if the full year of mentoring is not provided.
- H. Mentor teachers who are required to attend a training workshop for mentors will be paid for their hours of training and will have their expenses reimbursed.
- I. The District will not substantially increase the workload of any other teacher regularly employed by the District as a result of release time used by a mentor teacher.

ARTICLE 17 - BUILDING FACULTY MEETING

- A. From time to time, with reasonable notice, except under emergency conditions, the principal may schedule meetings of the faculty which extend beyond the regular workday.
- B. All faculty members are required to attend such meetings unless specifically excused by the principal.
- C. The faculty meetings shall be scheduled to last no longer than one-half hour after the normal working day and shall not be extended beyond that time unless mutually agreed to by the teachers and the principal.
- D. No more than thirty (30) minutes twice per month beyond the normal working day may be scheduled for faculty meetings, except in emergencies. Other faculty meetings may be held during the period before or after the student contact day.
- E. Teachers may suggest items for the agenda.

ARTICLE 18 - MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

A. DEFINITION OF RESPONSIBILITY

A definition of the duties and responsibilities of all administrators, coordinators, supervisors and teachers pertaining to student discipline shall be reduced to writing by the Superintendent and made available to each teacher at the start of each school year.

B. DISRUPTIVE STUDENTS

1. When, in the judgment of a teacher, a student is by his/her behavior seriously disrupting the instructional program to the detriment of other students, the teacher may exclude the student temporarily from the classroom and refer him/her to the principal.
2. In such cases, the principal shall arrange as soon as possible, and under normal circumstances not later than the conclusion of the following school day, a conference among himself/herself, the teacher and possibly an appropriate specialist to discuss the problem and to decide upon appropriate steps for its resolution.
3. If the teacher disagrees with the decision at this level, he/she may appeal the matter to the Superintendent and/or the School Board.

ARTICLE 19 - COMPLAINT PROCEDURE

- A. If a complaint is made against a teacher to the administration, such complaint shall be processed under the following circumstances.
 - 1. If the principal intends to make a record in the evaluation report of a complaint received concerning the teacher;
 - 2. If the principal intends to place a record of such complaint in the teacher's personnel file;
 - 3. If, in the principal's judgment, such complaint is sufficiently relevant to the teacher's performance as to indicate the desirability of a conference.
- B. Pursuant to Section 1, above, a conference shall be held with the teacher within ten (10) working days after the complaint is made to the administration. At the conference, the identity of the complainant will be made known to the teacher and the teacher will be presented with the complaint in writing.
- C. Any such complaint which the administration chooses not to discuss with the teacher or which is not discussed within the required time shall not be considered in the teacher's evaluation and shall not be used against the teacher in any subsequent action by the District.
- D. The teacher shall have the right to attach a written statement to any written material placed in the teacher's personnel file.
- E. The teacher may be represented at any conference held pursuant to this Article.
- F. Any matter being investigated by law enforcement or social service agencies shall not be considered a complaint under this Article.

ARTICLE 20 - EVALUATION OF TEACHERS

A. EVALUATION PROCESS

1. Purpose

The purpose of teacher evaluation is to aid the teacher in making continuing professional growth and to determine the teacher's performance of the teaching responsibilities.

2. Evaluations shall be based upon written criteria which include performance goals.
3. Evaluations shall be in writing. A copy of the written evaluation shall be submitted to the teacher at the time of the personal conference or within ten (10) days; a copy of the evaluation shall be delivered to the teacher.
4. The evaluation process shall further include a post-evaluation interview in which the results of the evaluation are discussed with the teacher.
5. Evaluation procedures shall be in accordance with minimum fairness procedures intended to ensure teacher notice of alleged deficiencies or problems, the opportunity to be heard and improve, and the opportunity to respond to evaluation reports.
6. If a teacher is not given notice of an evaluation or other document within four (4) weeks of its preparation, the document cannot be a basis for any adverse action against the teacher and it cannot be placed in the personnel file. The teacher shall be informed where the personnel file is located. The four-week period may be extended an additional reasonable period of time if such time period cannot be met for unforeseen reasons beyond the control of the document preparer.

B. PERSONNEL FILES AT DISTRICT OFFICE

1. Confidentiality

All items placed in the District's personnel files shall be confidential and shall be accessible only to Board-authorized persons, including the Superintendent, the Teacher's principal, confidential employees of the District office and to the teacher or his representative upon written request of the teacher.

2. Contents of the Personnel File

Nothing relating to the teacher's performance shall be placed in the teacher's personnel file without prior notice to the teacher and provided that the teacher has been given a copy of the document(s). Items relating to performance in the personnel file shall include all teacher evaluations completed on District- and State-approved forms and may include items of correspondence or records of the teacher's actions. A teacher may place on file any written reaction to such material as he/she may desire. The file may also include commendatory data and reports that will be placed in the file concerning the teacher's performance.

3. Removal of Material

A teacher may review his personnel file and, upon agreement with the Superintendent, remove such items that are over five (5) years old and no longer applicable or useful.

ARTICLE 21 - LAYOFF

- A. Seniority shall be defined as the employee's total length of continuous service in the District as a licensed teacher. Seniority will be computed and accrue from the teacher's first date of actual service in a bargaining unit position, and shall continue to accrue during leaves. Resignations and terminations shall "break" continuity of employment. In case two or more teachers have the same date of employment with this District, the tie will be resolved by drawing lots.
- B. Whenever the Board determines that a layoff is necessary, it will notify the Association. As soon as practicable, notice will be given to the affected teachers of their layoff.
- C. In the event the Board, in its discretion, determines that a layoff is necessary, then it will determine the teachers to be retained by means of the following criteria:
 - 1. A determination of whether the teachers to be retained hold the proper licensure to fill the remaining position(s); and,
 - 2. A determination of the seniority of the teachers to be retained.
 - 3. A determination of the competence of a teacher being retained if the Board desires to lay off another teacher with greater seniority.
 - a. If the District desires to retain a teacher with less seniority than a teacher being released under this section, the District will determine that the teacher being retained has more competence than the teacher with more seniority who is being released.
 - b. Competence is defined as recent experience in the grade level and subject area. "Recent" is defined as "in the past five years." "Grade level" is defined as K-5, 5-9, and 7-12. "Subject area" is defined as curricular area, elementary classroom, and elementary specialist.
 - c. Nothing in paragraph C, Section 3, shall be construed to limit the operation of paragraph C, Section 1, that is, the requirement that a retained teacher be licensed to fill the remaining position.
- D. Nothing in this Article shall be construed so as to interfere with the Board's right to dismiss or to non-extend a contract teacher pursuant to the provisions of the Fair Dismissal Law or to dismiss or non-renew a probationary teacher pursuant to ORS 342.835.
- E. In conducting a layoff under this Article, the District will first determine the program(s) or area(s) scheduled for reduction or elimination.
 - 1. After such determination, the District will make every reasonable effort to transfer teachers in such program(s) or area(s) to other vacant positions for which they are properly licensed.
 - 2. The District will make every reasonable effort to combine positions in a manner which allows teachers to remain licensed so long as the combined positions meet the curricular needs of the District.
 - 3. Layoffs will be based upon the criteria set forth in Section C above.

F. Recall

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

1. At the time of the layoff, the District shall provide for laid off teachers to express in writing a desire to return to the District. The District shall also receive the teacher's address for recall notification. In the event of a recall, the District shall notify the teacher who has expressed a desire to return to the District of the recall by certified mail, return receipt, sent to the last address given by the teacher to the District office. The teacher will have 20 calendar days from the date of mailing to notify the District of intent to return. The teacher must thereafter report on the starting date specified by the District providing that this will not be less than 20 days from the date the notice of recall was received, or lose all recall rights. Notwithstanding, a recalled teacher will have up to 60 calendar days to return to District employment if that recalled teacher is, at the time of recall, employed by another school district and is required to give 60 days' notice of intended resignation at that other school district. If such a recalled teacher is released from the employment contract with the other school district, then such recalled teacher must return immediately to District employment. Failure of the employee to respond within the time herein specified shall terminate such employee's employment as a voluntary resignation.
2. All benefits to which a teacher was entitled at the time of the reduction, including unused accumulated sick leave, will be restored to the teacher upon the teacher's return to active employment, and the teacher will be placed on the proper step of the salary schedule for the teacher's current position according to the teacher's experience and education. A teacher will not receive increment credit for the time spent on layoff nor will such time count toward the fulfillment of time requirements for acquiring contract status. Employee benefits do not accrue during the time of layoff.
3. Teachers covered by this Article will have the option to continue insurance programs at their own expense subject to the approval of the insurance carrier.
4. Teachers covered by this Article will be given consideration for substitute teaching; such will not affect teacher recall rights.

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

H. Any "appeal" from the Board's decision on layoff or recall pursuant to this Article shall be by means of a grievance filed pursuant to the Article on Grievance Procedure. The decision of the arbitrator will be final and binding on all interested parties as long as the arbitrator's decision is within his/her jurisdiction. The arbitrator is authorized to reverse the layoff or recall decision made by the District only if the District:

1. Exceeded its jurisdiction;

2. Failed to follow the procedure applicable to the matter before it;
 3. Made a finding or order not supported by substantial evidence in the whole record; or
 4. Improperly construed the applicable law.
- I. Any probationary teacher who is non-renewed or dismissed for the same, and only the same, reason or reasons which the Board could have used to conduct a layoff under this Article, will be afforded re-employment rights in accordance with paragraphs F and G above.

ARTICLE 22 - GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance

A "grievance" shall mean a complaint by an employee or group of employees:

- a. That there has been a violation or inequitable application of any provision of this Agreement.
- b. That the employee, or employees, have been treated inequitably by reason of any act or condition which is contrary to this Agreement or by administrative decisions or unfair or inequitable treatment affecting teachers' working conditions or School Board policies. Grievances filed under this subsection (A, 1, (b)) may only be appealed through Level Three. The decision of the Board shall be final and binding on such grievances.

2. Grievant

The "grievant" is the person (or persons) who has the grievance and is presenting the complaint.

3. Party in Interest

The "party in interest" is either the person or persons making the complaint or the person or persons against whom the complaint is made.

4. Consultant

The "consultant" is the one who advises either party in interest.

5. Representative

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

6. Immediate Supervisor

The "representative" is the one who may speak for and/or advise a party in interest. The "immediate supervisor" is the one who had direct administrative or supervisory responsibilities over the grievant in the area of grievance as stated in this Agreement.

7. Binding Arbitration

"Binding arbitration", is a decision binding on the parties in interest made by a neutral third party who will hear the grievance and the defense and will render a decision.

8. Days

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

9. Persons Officially Involved

"Persons officially involved" means the Superintendent, his representative, and/or consultant, the parties in interest, their representatives and/or consultants, and witnesses.

B. GENERAL PROCEDURES

1. These procedures should be processed as rapidly as possible; the number of days indicated for settlement or appeal at each level should be considered a maximum. The time limits can be extended by written mutual consent of the parties involved at any level of the procedures.
2. All parties should attempt to complete the procedures by the end of the school year. The parties shall make good faith effort to shorten the number of days provided at the various steps in order to finish by the end of the school year and avoid, if possible, carrying the process into the summer vacation period or the following school year.
3. All parties in interest have the right to consultants or representatives of their own choosing at each level of these grievance procedures.
4. There shall be no restraint, interference, discrimination or reprisal exerted upon any employee choosing to use these procedures for resolution of grievances. Nor shall there be any slowdowns or withholding of services by the grievant for not receiving full satisfaction from grievance procedure.
5. Failure at any level of this procedure by the grievant to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. Failure at any level of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next level.
6. All documents, communications and records of a grievance will be filed in the School District office separately from the personnel files. References to the records, such as a summary, should be placed in the appropriate personnel file(s).
7. Forms for processing grievances shall be prepared by the Superintendent or his designated representative in cooperation with the Association and will be printed and given appropriate distribution by the parties so as to facilitate operation of the grievance procedure.
8. In the course of investigating any grievance, representatives of either party in interest who need to contact an employee or student in school, will contact the building supervisor of the building being visited and will state the purpose of the visit immediately upon arrival.
9. Every effort will be made by all parties to avoid interruption of classroom and/or other school-sponsored activities.
10. Every effort will be made by all parties to avoid the unnecessary involvement of students in the grievance procedure.

11. All parties in interest will process grievances at times which do not interfere with assigned duties.
12. Each grievance shall be initiated within ten (10) days after the occurrence of the cause for the complaint; however, if the grievant did not become aware of the occurrence until a later date, then he must initiate action within ten (10) days following his first knowledge of the cause.
13. The grievance procedure for a grievance will not be used while that grievance is under the jurisdiction of the courts or has been submitted to the judicial process.

C. LEVELS OF GRIEVANCE

1. Level One -- Informal and Formal Grievance Level

- a. The grievant will first discuss his grievance with the principal or immediate supervisor, either individually or accompanied by a representative, with the objective of resolving the matter informally. This is level one of the Grievance Procedure.
- b. If the grievant is not satisfied with the disposition of the grievance, the grievant may file a written grievance with his immediate superior (who has administrative authority to act) within ten (10) days following the act or condition which is the basis of the complaint, or if the grievant had no knowledge of said occurrence at the time of its happening, then within ten (10) days of the first such knowledge. This complaint shall set forth the grounds upon which the complaint is based and the reasons why the grievant considers the decision rendered is unacceptable.
- c. The immediate supervisor shall communicate the decision in writing within five (5) days to the grievant.

2. Level Two -- Appeals to the Superintendent

- a. Within five (5) days of the receipt of a decision rendered by the immediate supervisor, the grievant may appeal that decision in writing to the Superintendent, or a designated representative of the Superintendent, who has the authority, by Board action, to act in the matter of grievances.
- b. Appeals to the Superintendent shall be heard by the Superintendent within ten (10) days of the receipt of the appeal.
- c. Written notice of the time and place of the hearing shall be given five (5) days prior thereto to the grievant, the representative, or any other persons officially involved in the grievance.
- d. Attendance at the hearing or appeal shall be restricted to persons officially involved. Parties in interest may elect to call witnesses who shall appear individually at the hearing.

- e. Within five (5) days of hearing the appeal, the Superintendent shall communicate to the grievant and the Association the written decision, which shall include supporting reasons therefore.

3. Level Three -- Appeals to the Board

- a. If the grievant is not satisfied with the decision of the Superintendent, the grievant may file a written appeal with the Superintendent within five (5) days from the receipt of the Superintendent's decision.
- b. The appeal shall state the grievant's reasons for appealing the decision of the Superintendent. The appeal shall include the written dispositions of the case from all parties who have considered the case.
- c. Within fifteen (15) days of the Superintendent's receipt of the appeal, the Board will review the grievance, and acting through the Superintendent, the Board will render a written decision within five (5) calendar days after its review.

4. Level Four - Binding Arbitration

- a. If, after ten (10) days, the grievant is not satisfied with the disposition of the grievance at Level Three, the grievant may request in writing that the Association submit the grievance to arbitration. The Association may, by written notice to the Superintendent within fifteen (15) school days after receipt of the request from the grievant, submit the grievance to binding arbitration. If any question arises as to whether a particular dispute involved the interpretation, meaning or application of any of the provisions of this Agreement, such question will first be ruled upon by the arbitrator selected to hear the dispute. Except as otherwise expressly provided in this Agreement, the arbitration will be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association in effect at the time (hereinafter referred to as the "AAA Rules").
- b. Within ten (10) school days after such written notice of submission to arbitration, the Superintendent and the Association will attempt to agree upon a mutually-acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten-day period, a request for a list of five (5) arbitrators who are members of the American Arbitration Association may be made to the Oregon Employment Relations Board by either party. The parties will then be bound by ERB rules in the selection of an arbitrator.
- c. The arbitrator, so selected, will confer with the representatives of the Superintendent and the Association, will hold hearings promptly and will issue his/her decision not later than thirty (30) days from the date of the close of the hearings -- OR -- if oral hearings have been waived, then from the date the final statements and evidence are submitted to him/her. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law, or which is in violation of the terms of this Agreement. The decision of the arbitrator will be limited to wages, hours, terms, benefits and other working conditions of teachers addressed in this Agreement. The decision of the arbitrator will be submitted to

the Board and the Association and will be final and binding upon the parties.

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

ARTICLE 23 - EXTRA COMPENSATION FOR CURRICULUM IMPROVEMENT

- A. In consideration of the time spent on curriculum improvement matters, the Board agrees to pay extra compensation for the following activities held outside the regular teacher workday. No teacher shall be required to participate in these activities when such participation would result in the substantial loss of regularly-scheduled preparation time.
 - 1. District curriculum planning meetings
 - 2. District-wide selection committee meetings
 - 3. District meetings to discuss federally-funded programs
 - 4. Any other meetings or work sessions related to curriculum and/or improvement in instruction as approved by the Superintendent, not including faculty meetings, held in the evenings, weekends or during the summer
- B. Extra pay will not be given for: (1) meetings of committees that have been formed by other sections of this Agreement and (2) individual curriculum work unless accomplished at a predetermined and approved work session.
- C. Each teacher shall be paid at the same hourly rate as the extra duty dollar factor set forth in Appendix B of this Agreement for the first hour beyond the regular school day and one and one-half times the dollar factor per hour thereafter.

ARTICLE 24 - TRAVEL AND RELATED EXPENSES

A. The District agrees to the following:

1. Teachers may attend meetings related to their particular areas for the purposes of enlightenment or professional growth.
2. Such trips must be preapproved by the principal or immediate supervisor and the Superintendent.
3. Reimbursement for the use of private cars for school business or transportation to educational meetings shall be at the I.R.S. rate known at the time of payment for one or two persons in one car; an additional two cents (\$.02) will be added per mile for three or more persons in one car.
4. Lodging will be reimbursed up to \$40.00 per day for approved travel. Persons finding other than commercial lodging shall be reimbursed at a rate of \$10.00 per night. When lodging arrangements and meals are dictated by the convention/conference location and/or facilities they will be reimbursed at actual cost.
5. Reimbursement for meals will be up to \$20.00 per day. Special arrangements may be agreed upon to cover convention situations.
6. Receipts will be required for lodging and for meals.
7. Registration fees, but not including dues, will be reimbursed.

ARTICLE 25 - EDUCATIONAL REQUIREMENTS FOR ELIGIBILITY FOR RAISES AND /OR INCREMENTS

- A. A teacher who intends to change columns on the salary schedule in a given year will notify the administration in writing prior to October 1 of the contract year.
- B. A teacher wishing to change from the MA + 25 (BA + 85) column to the MA + 45 (BA + 105) column must show 45 quarter hours of training (15 of which must be in his teaching field) subsequent to receipt of his Masters Degree or 105 quarter hours of training (35 of which must be in his teaching field) subsequent to receipt of his Bachelors Degree.
- C. If a teacher has earned more than one Bachelor's Degree, the hours past the degree relating to the salary schedule will be counted from the degree that enables the teacher to obtain the teacher's teaching license.
- D. Vocational instructors, who have not obtained a BS but who have been placed on the BS column of the salary schedule, will be allowed to move to the BS + 30 and the BS + 45 columns when they have completed the required hours subsequent to being placed upon the BS column.

ARTICLE 26 - REIMBURSEMENT FOR TUITION

- A. Four quarter hours tuition reimbursement will be allowed for each year of employment. A teacher may accumulate a credit of twelve (12) quarter hours over a three (3) year period. If a portion of the 12 hours accumulated in 3 years is used, the remaining hours can be accumulated along with four (4) each additional year to a total of twelve (12).
- B. The tuition to be received from any course will not exceed the tuition fees for similar credit at the University of Oregon or the Division of Continuing Education.
- C. Teachers will be reimbursed within thirty (30) days after they have shown proof of credit received from a certified college to the District office. Credit hours accumulated by a teacher prior to the effective date of this contract shall be carried over in an amount not to exceed 12 hours

ARTICLE 27 - PAID LEAVES OF ABSENCE

A. SICK LEAVE

1. Pursuant to ORS 332.507, employees shall receive ten (10) days' sick leave with unlimited accumulation. Sick leave shall be credited upon the teacher's completion of his first working day each year.
 - a. Illness or injuries of a teacher shall be recognized as sick leave.
 - b. In cases of absences over five (5) days, the Superintendent may, at the Superintendent's discretion, ask for a written statement from the employee's attending physician.
 - c. After a long illness, the employee must obtain clearance from the employee's physician before returning to work.
2. Deductions made from the employee's salary where sick leave is used up shall be based upon the number of contract days of the employee.
3. In the event that an employee suffers an injury that qualifies the employee to receive compensation from the "Workers' Compensation" fund, the provisions of ORS 656.240 will be followed, which allow pro-rata deductions from sick leave, at the employee's option.
4. Sick leave benefits are immediately and automatically cancelled upon termination of employment, except for transfer and retirement provisions contained in ORS 332.507. The District may withhold unearned and used sick leave from an employee's final paycheck when an employee leaves prior to the end of the contract.
5. A teacher who is newly-employed by the District, and who has been previously employed in another Oregon district during the preceding year, shall upon proper verification be allowed the number of sick days accumulated, but not to exceed seventy-five (75) days in accordance with ORS 332.507.
6. In the event of illness or injuries within the teacher's immediate family, as such is defined in Section C, 1, below, a teacher may receive compensation for the absence as follows:
 - a. First five (5) days per year: deducted from accumulated sick leave (if any);
 - b. Sixth (6th) day per year: deducted from Approved Personal Leave (if any);
 - c. Next five (5) days per year: deducted from accumulated sick leave (if any);
 - d. Thereafter: in the event of FMLA/OFLA qualified absences, leave deducted first from remaining Approved Personal Leave and then from remaining sick leave balance.
7. REPORTING PROCEDURES
 - a. Teachers should notify their principals of impending absences as soon as possible and inform the principal during school hours if continued absences are necessary.

- b. The teacher will also notify principals of other buildings to which the teacher absentee is assigned for each day of absence.

B. CATASTROPHIC LEAVE DONATION POOL

As needed, licensed employees, who have exhausted their sick and personal leave and qualify under a “catastrophic illness” clause (as determined by the Association), can receive up to thirty-five (35) donated days within one school year.

On a district-wide basis over the course of a school year, for all days given, the first thirty (30) days given will be a 50-50 split by each donor of Approved Personal Leave and Sick Leave. Beyond these thirty (30) days, contributions will be limited to Approved Personal Leave.

C. BEREAVEMENT LEAVE

1. Bereavement leave with full pay shall be allowed regular full-time and regular part-time employees up to a maximum of five (5) days for each death in the immediate family during any school year. Immediate family shall be defined as follows:
 - a. Spouse/domestic partner of employee.
 - b. Children, grandchildren or grandparents of the employee or spouse/domestic partner.
 - c. Mother, father, brother or sister of the employee or spouse/domestic partner.
 - d. Son-in-law or daughter-in-law of the employee or spouse/domestic partner.
 - e. Any relative who is a resident responsibility of the employee.
2. The District will comply with State law concerning OFLA Bereavement leave. Contractual bereavement leave will run concurrently with OFLA Bereavement leave when applicable. When contractual bereavement leave is exhausted, and OFLA-qualified employee shall cover additional (OFLA eligible) bereavement leave by suing any available accumulated leave in this order: personal leave, sick leave, unpaid leave.
3. Bereavement leave shall not be cumulative from one school year to the next.

D. JURY DUTY – SERVING AS A WITNESS IN COURT

1. If a teacher is subpoenaed to appear as a witness or is called to jury duty in a case in court, the Superintendent may authorize such absence without loss of pay, provided that:
 - a. If the teacher received a fee for these services, the fee shall be kept by the teacher and the teacher’s salary will be reduced by a like amount, excluding expenses.

AND

- b. A copy of the subpoena or other notice shall be filed at the Superintendent’s office with the request for leave.

AND

- c. The case does not involve a charge against the District by the teacher or by the Association.

E. LEGAL TRANSACTIONS

1. Absence with pay may be allowed by the Superintendent for transactions involving a legal instrument, deed, mortgage, property title, etc., or a court order.
2. The Superintendent's advance approval will be required.

F. OTHER ABSENCES

Teachers accompanying students on field trips or otherwise acting in a normal teaching capacity will not be considered absent.

G. PERSONAL LEAVE

1. Each teacher of the District shall be allowed three (3) days annually without loss of pay for personal leave which requires absence during school hours. Personal days may not be used for extension or regular vacation days or paid holidays. However, this provision shall not be applied categorically to restrict the use of personal leave when extenuating circumstances exist.
2. Normally, teachers will not take personal leave during the following timeframes: During the first and last weeks of the school year, during the two days that immediately precede and follow Christmas break, spring break and the Memorial Day weekend. While teachers should not normally take personal leave during these time periods, reasonably compelling requests for such leave will not be denied.
3. Normally, absent reasonably compelling circumstances, no more than two teachers from each building will be granted personal leave on a given day. In cases of more than two requests, the first two requests will be granted as long as the other conditions of this section are satisfied.
4. Requests to the teacher's principal or other immediate supervisor for personal leave shall be at least two (2) days before taking such leave, except in an emergency.
5. Personal leave is non-accumulative.

H. MILITARY LEAVE

The District will follow current state and federal law regarding military leave.

ARTICLE 28 - UNPAID LEAVE

A. PARENTING LEAVE

1. Parenting leave without pay may be granted for one school year to a teacher upon recommendation of the Superintendent and approval of the board.
2. Upon return to the District after being on parenting leave, the employee shall be eligible to receive a similar position at the beginning of the next year and given full credit if she/he taught ninety-six (96) days or more of a calendar year.
3. If the teacher desires to return for the following year, she/he must notify the District by March 1.

B. PROFESSIONAL LEAVE

1. Leave of absence without pay may be granted by the Board of Education upon recommendation of the Superintendent for the following reasons:
 - a. Approved study
 - b. Approved travel
 - c. Teaching positions outside the United States
2. The decision to authorize professional leave in a specific instance shall be based upon the need of the District.
3. Request for professional leave must be submitted in writing to the Superintendent on or before March 1 of the school year previous to the school year for which the leave is requested.
4. The applicant for professional leave must have been employed by the District for at least seven (7) consecutive years preceding the year of request.

C. ABSENCES WITHOUT PAY

Licensed personnel salary deduction for each day of absence for which pay is withdrawn shall be based on the length of the contracted salary, usually 1/191st of the annual salary. Such absences must be requested of the building principal at least five (5) workdays in advance, except in emergencies.

ARTICLE 29 - OTHER EMPLOYEE BENEFITS

A. The District shall provide each employee a monthly insurance cap to be used for the purchase of fringe benefits, i.e., insurance including medical, dental, vision, and life, to be determined by the local Association from the plans approved and provided by OEGB.

1. Effective October 1 for the duration of this agreement, with an option to open in year three, the insurance cap shall be as follows:

Table of Maximum Contributions			
Tier	2019-2020	2020-2021	2021-2022
Full Family	\$ 2,267.81	\$ 2,344.92	\$ 2,424.65
Employee/spouse	\$ 1,609.39	\$ 1,664.11	\$ 1,720.69
Employee/Child	\$ 1,389.95	\$ 1,437.21	\$ 1,486.08
Employee Only	\$ 731.56	\$ 756.43	\$ 782.15

- B. Should a member choose plans with a total premium amount less than the applicable tier of the Maximum Contribution amount, the District will deposit the difference between the insurance cost and the applicable tier of Maximum Contribution amount into the Health Reimbursement Account (HRA) Voluntary Employee Benefit Association (VEBA). All contributions shall be subject to the rules and regulations of OEGB and the IRS.
- C. Should a member choose plans with a total premium amount in excess of the applicable tier of the Maximum Contribution amount, the member will have the balance of the total premium deducted from his/her monthly paycheck.
- D. The District does not guarantee against unilateral changes in benefits initiated solely by the insurance carriers (companies). In the event of Carrier-initiated benefit or program changes during the life of this Agreement, the parties agree to discuss potential changes in the benefit package.
- E. Employees eligible for District insurance contribution, but who choose not to obtain insurance coverage, may “opt out” in accordance with the rules and requirements of the OEGB.

An eligible employee who opts out of insurance by meeting the above requirements, shall receive a monthly stipend of \$472.50 (for 2020-2021: \$488.57; for 2021-2022: \$505.18) in lieu of the contractual insurance coverage. The stipend will be considered taxable income. Those who opt out are not eligible for Section B contribution to the HRA VEBA.

- F. Part time employees who work less than .5 FTE will not receive benefits. Part time employees who work between .5 FTE and .75 FTE will receive pro-rata share of the applicable tier of maximum contribution for payment of medical, dental, vision and life insurance. Part time employees who work .75 FTE and greater will receive full benefits of their applicable tier. The intent of this section is to equate benefits to FTE. This section is not intended to address reductions in force which are addressed in Article 21. [Examples: 1) Employee works 5 hours per day (workday of 8 hours per day per Article 15) would work .625 FTE and receive 62.5% of applicable tier of maximum contribution; 2) Employee works 6 hours per day would work .75 FTE and receive 100% of the applicable tier of maximum contribution.]

- G. Beginning in 2017-2018, if the employee's medical insurance choice results in an IRS Cadillac tax that is passed on to the District from the insurance carriers, the employee's maximum monthly amount must cover the selected insurance costs and the IRS Cadillac tax or the employee will reimburse the District for the excess costs.
- H. Employees who work full time for part of the school year (not based on termination of employment or late hire) with the intention of returning the following year will have his/her FTE determined based on the number of days worked compared to the full number of contract work days. This calculated FTE will be applied to benefits based on section F above. [Examples: 1) Employee and District agree that employee will work full time for first two trimesters and not the third trimester and will return the following year to do the same teaching assignment. Using the 2015-2016 calendar, the second trimester ends March 11 for 130 days of 191 day contracted school year equals $(130/191)$.68 FTE and would receive 68% of applicable tier of maximum contribution for 12 months; 2) Employee hired full time (1 FTE position) beginning November 30 of contract year would receive 100% of applicable tier of maximum contribution beginning December 1 that would continue until September like other full time teachers; 3) Full time employee resigns from work effective January 15, 100% of applicable tier of maximum contribution would end January (insurance for February would not be paid by district or deducted from employee paycheck).]

ARTICLE 30 - SALARIES, EXTRA DUTIES AND EXTENDED DUTY

A. The salary schedule(s) for the term of this Agreement are attached as Appendix A1, A2, and A3.

COLA increases are the following:

Year	No increase in student contact time
2019-20	2.5%
2020-21	2.5%
2021-22	2.5%

B. OTHER PROVISIONS

1. Experience increments and/or raises are contingent upon recommendation of the principal and Superintendent and approval of the Board.
2. Military service will be counted up to two years, provided the recipient received an honorable discharge.
3. Peace Corps and VISTA teaching experience will be counted up to two years provided the recipient can provide proof of teaching experience.

C. EXTRA DUTY.

The extra duty pay schedule is attached hereto as Appendix B.

D. EXTENDED DUTY

The Association and the District recognize that the District has needs for varying amounts of extended duty contracts on an as-needed basis, usually outside the school year. The District offers these contracts as it determines necessary. The District is not required to fill extended duty positions.

This additional salary is to be equal to the daily rate of the employee's salary times the number of additional days worked.

ARTICLE 31 - EXTRA DUTY

A. EXTRA DUTY POINTS/LONGEVITY FACTOR

1. In order that equity may be established within the District in connection with extra-duty pay, points have been established for each duty position as indicated in Appendix B. These points are to be multiplied by an appropriate dollar factor, as set forth in this Article, to determine the stipend for each position.
2. Longevity within the District for extra duty positions will be recognized by increasing the minimum stipend by two percent (2%) for each year's previous service (to a maximum of 20%) in the District in the same or a similar paid extra duty position.

B. CALCULATIONS

1. The formula to be used in determining extra-duty pay for a given position shall be as follows:

$$\text{Points} \times \text{Longevity} \times \text{Dollar Factor} = \text{Stipend}$$

2. The Dollar Factor to be used in the above calculation shall be \$26.14. The Dollar Factor will increase by the same percentage each year as is applied to the salary schedule.
3. Steps for adding points to a position on the Extra Duty Schedule shall be as follows:
 - a. The person requesting that additional points be awarded their activity shall submit a "Request for Change of Status for Extra Duty" form to the building Principal and the Association President, citing the reason(s) for change of status and the number of total points requested for their respective activity.
 - b. The Principal and Association President will review and forward the request for change to the Superintendent. The Superintendent will review the request for change and apply such criteria for awarding Extra Duty points as responsibility, time, and training requirements in making the decision to approve or disapprove the request. The Superintendent will render the decision in writing. If the request is denied, the Association may choose to bargain that request in the next bargaining session.

C. NEW ACTIVITIES – DISTRICT INITIATED

During the life of this agreement, the District may create new extra duty activities and propose a rate of pay to the Association. If the Association requests to bargain the proposed rate, the parties shall use the expedited bargaining process in ORS 243.698.

D. NEW ACTIVITIES – STAFF INITIATED

Steps for adding activities to the extra duty schedule, at the initiation of a staff member, must include the following:

1. Determine the level of interest in the activity and the number of participants by offering the activity as an unfunded club activity during its first year of inception.

2. Should the activity sponsor be able to demonstrate sufficient interest and numbers of participants by the end of the activity period, that person can petition the building Principal to have it be awarded status as an extra duty activity.
 3. The petition to the Principal shall be on the “Request for Change of Status Extra Duty Contract” form.
 4. The Principal and the Association President will review the submitted Request for Change form and forward it to the Superintendent. The Superintendent will review the Request for Change form and apply such appropriate criteria as numbers of participants, level of student interest, and other pertinent facts before approving or disapproving the request to have that activity added to the extra duty schedule. The Superintendent will render the decision in writing. If the request is denied, the Association may choose to bargain that request in the next bargaining session.
- E. It is understood that the listing of a given extra duty position shall not mean that the District is required to fill the position or fund that particular activity.
- F. Ticket taking and all other related activities shall be paid per game/event. If ticket-taking responsibilities for any game/event should exceed a two (2) hour period, payment shall be made for each two (2) hour period. On Saturdays, the rate of pay shall be 1.5 times the usual rate.

ARTICLE 32 - LABOR MANAGEMENT COMMITTEE

- A. The District and the Association have formed a joint conflict resolution committee known as the Neah-Kah-Nie Council for the purpose of:
 - 1. Increasing and providing communication; and
 - 2. Resolving issues between bargaining sessions.
- B. Meetings of the Neah-Kah-Nie Council shall be on an as needed basis at the request of either party.
- C. Membership of the Neah-Kah-Nie Council shall be three members appointed by the Association and three members appointed by the District.

ARTICLE 33 - RETIREE PROVISIONS

A. EARLY RETIREMENT

1. Early Retirement - For teachers hired and working before July 1, 1993:
 - a. Any teacher who reaches the age of 55 and who has taught in the District for at least seven (7) years may elect to terminate employment with the District and receive early retirement.
 - b. A teacher who elects this option at age 55 or later shall receive such early retirement for up to seven (7) years or until first eligible for Social Security benefits, whichever occurs first.
 - c. The early retirement stipend shall be 2% of the annual salary the person would have received if the person had remained in the District as a full-time teacher. The monthly payments shall commence on the first month following the effective termination date of the teacher.
 - d. During the time the person is receiving early retirement the District shall provide and pay up to the maximum monthly amount specified in Article 29 the person would have received if the person had remained in the District as a full-time teacher. (Subject to insurance company guidelines.) Early retirees shall be eligible to participate in dental and vision insurance programs at the group rate, at the retiree's expense, subject to insurance company guidelines.
 - e. Beginning in 2017-18, if the early retiree medical insurance choice results in an IRS Cadillac tax that is passed on to the District from the insurance carriers, the early retiree maximum monthly amount must cover the medical insurance cost and the IRS Cadillac tax or the early retiree will reimburse the District for the excess cost.
2. Early Retirement - For teachers hired and working on and after July 1, 1993:
 - a. Any teacher who reaches the age of 58 and who has taught in the District for at least seven years may elect to terminate employment with the District and receive early retirement.
 - b. A teacher who elects this option at age 58 or later shall receive such early retirement for up to four (4) years or until first eligible for Social Security benefits, whichever occurs first.
 - c. The early retirement stipend shall be \$300.00. The monthly payments shall commence on the first month following the effective termination date of the teacher.
 - d. During the time the person is receiving early retirement the District shall provide and pay up to \$250.00 for the premiums for 2-party medical insurance for the person under the District's group insurance program. (Subject to insurance company guidelines.) Early retirees shall be eligible to participate in dental and vision insurance programs at the group rate, at the retirees' expense, subject to insurance company guidelines.

- e. Each retiree shall be obligated to perform 15 days of substitute teaching work for the District, without additional pay, for each year the retiree draws early retirement benefits. Other work in lieu of substitute work may be mutually agreed upon by the retiree and the District. Failure on the part of the retiree to comply with this work obligation shall cause a pro-rata reduction in the stipend and the insurance contribution based upon the number of days not worked over 15 ($X \div 15$) times the yearly stipend and insurance contributions.
 - f. The above stipend and insurance cap figures will not be increased during the term of this Agreement.
3. Members contracted for the first time after June 30, 2010 shall not be eligible for any benefit described in Sections A(1) or A(2) above.

B. REHIRE OF RETIREES

- 1. Members who opt to retire before or during the school year may be hired by the District upon their request under retiree contracts for the balance of that school year under terms and conditions as set forth below.
- 2. To be eligible for the conditions set forth in this Article, a retiree retiring during the school year must notify the District at least 60 days before the retiree's intentions relative to retirement and of the retiree's desire to continue teaching under a retiree contract for the remainder of that school year. For retirees retiring before the school year, the retiree must give notice no later than July 10 preceding the school year that the retiree is requesting to be employed.
- 3. Retirees who retire before or during the school year and are not reemployed by the District pursuant to this Article and District policy will have the provisions of Section A of this Article available if they are otherwise eligible for that benefit as set forth in Section A.
- 4. Retirees who do work under a retiree contract will have the provisions of Section A of this Article deferred until they are no longer employed by the District, as long as the retiree is otherwise eligible for the benefits of Section A.
- 5. Bargaining unit retirees who work under the provisions described herein will receive salary and benefits provided to the bargaining unit except as expressly modified below:
 - a. The retiree will be paid on a per diem basis upon the salary of the retiree at the date of retirement. The District will no longer make a PERS contribution on the retiree's behalf.
 - b. The retiree will be provided the insurance provided to the bargaining unit.
- 6. The retiree will retire and resign in writing to the District.
- 7. The District is under no obligation to hire back any particular retired employee during the school year in which the employee retires, and is under no obligation to hire back any retired employee for any future school years after the retiree contract lapses. In other words, the employee has no reasonable expectation of employment after the term of his/her retiree contract.

8. Decisions to retain the individual in his/her current position will be made by the Superintendent. The individual will not be required to submit to established District applications and interview procedures if the Superintendent, in his/her own discretion, decides to rehire the individual in the current position. Decisions to return the individual in a position other than the individual's current position, such as a new position or another vacant position, will be made by the Board. The individual may be required to submit to the established District application and interview procedures for such positions, as determined by the Board.
9. The Association agrees that it will not grieve or otherwise litigate District decisions to hire, or not hire, retired members pursuant to this Agreement and District policy.

SIGNATURE PAGE

AGREED TO on this Eighth day of July , 2019



Patrick Ryan
Board Chairman
Neah-Kah-Nie School District



Cynthia Greleck
Association President
Neah-Kah-Nie Teacher Education Association

APPENDIX A-1 – LICENSED SALARY SCHEDULE, 2019-2020

Neah-Kah-Nie School District No 56 Licensed Salary Schedule 2019-2020						
LEVEL OF EXPERIENCE	BA	BA+30	BA+45	MASTERS BA+60	MA+25 BA+85	MA+45 BA+105
0	\$40,654	\$41,669	\$42,680	\$43,698	\$44,716	\$45,736
1	\$42,522	\$43,539	\$44,598	\$45,651	\$46,707	\$47,767
2	\$44,389	\$45,405	\$46,507	\$47,601	\$48,700	\$49,797
3	\$46,261	\$47,280	\$48,416	\$49,554	\$50,692	\$51,830
4	\$48,130	\$49,149	\$50,326	\$51,506	\$52,683	\$53,863
5	\$50,002	\$51,016	\$52,241	\$53,457	\$54,675	\$55,897
6	\$51,872	\$52,928	\$54,146	\$55,406	\$56,669	\$57,929
7	\$53,742	\$54,758	\$56,059	\$57,361	\$58,663	\$59,959
*8	\$55,611	\$56,629	\$57,969	\$59,309	\$60,651	\$61,995
9	\$57,483	\$58,500	\$59,879	\$61,262	\$62,643	\$64,028
10	\$59,352	\$60,366	\$61,790	\$63,213	\$64,635	\$66,057
11			\$63,701	\$65,164	\$66,626	\$68,091
12			\$65,612	\$67,114	\$68,621	\$70,122
13				\$69,066	\$70,610	\$72,154
14				\$71,017	\$72,604	\$74,188
15 & 16				\$73,021	\$74,656	\$76,281
17 & 18					\$76,757	\$78,434
19						\$81,305

*For purposes of placement and advancement on the salary schedule, a maximum of eight years of previous experience shall be allowed for teachers new to the system; however, a teacher with more than eight years of experience who is either (1) new to the system, or (2) who has for two consecutive years remained at the maximum step of his/her salary schedule column and advances horizontally to another column, shall advance a maximum of two steps after each year of successful teaching until his/her level of experience is reached, up through Step 14. Notwithstanding the above, the District may place a newly-hired teacher at a step above the eight year level upon recommendation of the superintendent and approval by the Board.

NOTE: When employees become eligible for the Public Employees Retirement System, 6% of Employee wages will be deducted for the employees portion of retirement.

APPENDIX A-2 – LICENSED SALARY SCHEDULE, 2020-2021

Neah-Kah-Nie School District No 56 Licensed Salary Schedule 2020-2021						
LEVEL OF EXPERIENCE	BA	BA+30	BA+45	MASTERS / BA+60	MA+25 / BA+85	MA+45 / BA+105
0	\$41,670	\$42,711	\$43,747	\$44,790	\$45,834	\$46,879
1	\$43,585	\$44,627	\$45,713	\$46,792	\$47,875	\$48,961
2	\$45,499	\$46,540	\$47,670	\$48,791	\$49,918	\$51,042
3	\$47,418	\$48,462	\$49,626	\$50,793	\$51,959	\$53,126
4	\$49,333	\$50,378	\$51,584	\$52,794	\$54,000	\$55,210
5	\$51,252	\$52,291	\$53,547	\$54,793	\$56,042	\$57,294
6	\$53,169	\$54,251	\$55,500	\$56,791	\$58,086	\$59,377
7	\$55,086	\$56,127	\$57,460	\$58,795	\$60,130	\$61,458
*8	\$57,001	\$58,045	\$59,418	\$60,792	\$62,167	\$63,545
9	\$58,920	\$59,963	\$61,376	\$62,794	\$64,209	\$65,629
10	\$60,836	\$61,875	\$63,335	\$64,793	\$66,251	\$67,708
11			\$65,294	\$66,793	\$68,292	\$69,793
12			\$67,252	\$68,792	\$70,337	\$71,875
13				\$70,793	\$72,375	\$73,958
14				\$72,792	\$74,419	\$76,043
15 & 16				\$74,847	\$76,522	\$78,188
17 & 18					\$78,676	\$80,395
19						\$83,338

*For purposes of placement and advancement on the salary schedule, a maximum of eight years of previous experience shall be allowed for teachers new to the system; however, a teacher with more than eight years of experience who is either (1) new to the system, or (2) who has for two consecutive years remained at the maximum step of his/her salary schedule column and advances horizontally to another column, shall advance a maximum of two steps after each year of successful teaching until his/her level of experience is reached, up through Step 14. Notwithstanding the above, the District may place a newly-hired teacher at a step above the eight year level upon recommendation of the superintendent and approval by the Board.

NOTE: When employees become eligible for the Public Employees Retirement System, 6% of Employee wages will be deducted for the employees portion of retirement.

APPENDIX A-3 – LICENSED SALARY SCHEDULE, 2021-2022

Neah-Kah-Nie School District No 56 Licensed Salary Schedule 2021-2022						
LEVEL OF EXPERIENCE	BA	BA+30	BA+45	MASTERS / BA+60	MA+25 / BA+85	MA+45 / BA+105
0	\$42,712	\$43,779	\$44,841	\$45,910	\$46,980	\$48,051
1	\$44,675	\$45,743	\$46,856	\$47,962	\$49,072	\$50,185
2	\$46,636	\$47,704	\$48,862	\$50,011	\$51,166	\$52,318
3	\$48,603	\$49,674	\$50,867	\$52,063	\$53,258	\$54,454
4	\$50,566	\$51,637	\$52,874	\$54,114	\$55,350	\$56,590
5	\$52,533	\$53,598	\$54,886	\$56,163	\$57,443	\$58,726
6	\$54,498	\$55,607	\$56,888	\$58,211	\$59,538	\$60,861
7	\$56,463	\$57,530	\$58,897	\$60,265	\$61,633	\$62,994
*8	\$58,426	\$59,496	\$60,903	\$62,312	\$63,721	\$65,134
9	\$60,393	\$61,462	\$62,910	\$64,364	\$65,814	\$67,270
10	\$62,357	\$63,422	\$64,918	\$66,413	\$67,907	\$69,401
11			\$66,926	\$68,463	\$69,999	\$71,538
12			\$68,933	\$70,512	\$72,095	\$73,672
13				\$72,563	\$74,184	\$75,807
14				\$74,612	\$76,279	\$77,944
15 & 16				\$76,718	\$78,435	\$80,143
17 & 18					\$80,643	\$82,405
19						\$85,421

*For purposes of placement and advancement on the salary schedule, a maximum of eight years of previous experience shall be allowed for teachers new to the system; however, a teacher with more than eight years of experience who is either (1) new to the system, or (2) who has for two consecutive years remained at the maximum step of his/her salary schedule column and advances horizontally to another column, shall advance a maximum of two steps after each year of successful teaching until his/her level of experience is reached, up through Step 14. Notwithstanding the above, the District may place a newly-hired teacher at a step above the eight year level upon recommendation of the superintendent and approval by the Board.

NOTE: When employees become eligible for the Public Employees Retirement System, 6% of Employee wages will be deducted for the employees portion of retirement.

APPENDIX B - 2019-2022 Extra Duty Rates

<u>High School Athletics</u>	<u>POINTS</u>	<u>MIDDLE SCHOOL ATHLETICS</u>	<u>POINTS</u>	
ATHLETIC DIRECTOR*	170	ATHLETIC DIRECTOR	40	
FOOTBALL HEAD COACH	180	FOOTBALL		
Asst. Football Coach (3)	120	8th Grade Football Coach	80	
BASKETBALL		7th Grade Football Coach	80	
Boy's Head Coach	180	BASKETBALL		
Boy's Assistant Coach	120	8th Grade Boy's Basketball	80	
Girl's Head Coach	180	7th Grade Boy's Basketball	80	
Girl's Assistant Coach	120	8th Grade Girl's Basketball	80	
WRESTLING COACH	180	7th Grade Girl's Basketball	80	
Assistant Wrestling Coach	120	WRESTLING COACH	80	
BASEBALL HEAD COACH	180	TRACK COACH	80	
Assistant Baseball Coach	120	Assistant Track Coach	80	
SOFTBALL COACH	180	VOLLEYBALL		
Assistant Softball Coach	120	8th Grade Volleyball Coach	80	
CROSS COUNTRY COACH	180	7th Grade Volleyball Coach	80	
HEAD TRACK COACH	180	CROSS COUNTRY	80	
Assistant Track Coach	120			
HEAD VOLLEYBALL COACH	180	TEAM LEADERS		
Assistant Volleyball Coach	120	Team Leaders (3)	55	
GOLF COACH	120			
CHESS COACH	80	OTHER MIDDLE SCHOOL ACTIVITIES		
		OUTDOOR SCHOOL:	2019-20	
OTHER HIGH SCHOOL ACTIVITIES		Overnight	\$52.49	These rates will be updated annually to match the 2.5% COLA
DIRECTOR		Addition to regular salary	\$156.68	
Band MS/HS	53.5	Saturday training sessions	\$60.16	
Band Elementary	37.5			
Choral MS/HS	53.5	MS ANNUAL ADVISOR	50	
Choral Elementary	37.5	ACTIVITY DIRECTOR	35	
FORENSICS COACH	180	WEB LEADER	40	
Assistant Forensics Coach (2)	120	WEB Assistant	10	
JOURNALISM ADVISOR	80	MS TECH CLUB/LEGO ROBOTICS COACH	80	
YEARBOOK ADVISOR	80			
RALLY ADVISOR	180	ELEMENTARY SCHOOL		
MATH CLUB ADVISOR	40	HEAD TEACHER (2) (1 per school)	50	
TECH CLUB ADVISOR	80			
STUDENT GOVERNMENT ADVISOR	120			
CLASS ADVISOR		Soccer Coach (2 per school)	60	
Senior Class Advisor	40	Basketball or Spring Athletic (2 per school)	70	
Junior Class Advisor	40	Elementary Activities Advisor	Teacher per-diem rate	
Sophomore Class Advisor	40	Elementary Activities Assistant	\$26.14	
Freshman Class Advisor	40			
LEO CLUB ADVISOR	80	Other Activities		
FBLA ADVISOR	100	BUS CHAPERONES Per Event	\$29.61	
NOSB ADVISOR	180	TICKET TAKER Per Event	\$22.83	
NOSB ASST. COACH	120	DRIVER EDUCATION Per Hour	\$26.14	
NATIONAL HONOR SOCIETY ADVISOR	24	(Adjusts to Dollar Factor Value Below)		
PIRATE PLAYERS DRAMA ADVISOR	120			
DRUG & ALCOHOL		FORMULA		
Elementary	45	Points x **Longevity x Dollar Factor = Salary		
MS/HS	90	Dollar Factor = \$26.14 - 19-20		
LINK LEADER	40	Dollar Factor = \$26.79 - 20-21		
LINK Assistant	10	Dollar Factor = \$27.46- 21-22		
ADVISORY (split by committee of at least three (3) members)	360			
MS/HS WEB CONTENT COORDINATOR	70			
ELEMENTARY WEB CONTENT COORDINATOR	70			

*This position may carry with it an extended duty contract up to (2) periods a day may be allocated to this position.

**Longevity equals 2% per year in district experience up to 20%

Excel/LIC Bargained Agreement/2015-2019 Extra Duty List

Last Update: __/__/2019