

Collective Bargaining Agreement
between
the Clatskanie Education Association
and
the Board of Directors
of Clatskanie School District 6J

2019-2020

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Preamble

This Agreement is entered into between the Clatskanie Education Association, hereinafter called the "Association," affiliated with the Oregon Education Association, hereinafter called the "OEA," and the National Education Association, hereinafter called the "NEA", and the Board of Directors of School District No. 6J, Columbia County, Oregon, hereinafter called the "Board" or "District."

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement;

IN CONSIDERATION of the following mutual covenants, it is hereby agreed as follows:

Article 1 - Recognition

A. Recognition

1. The Board recognizes the 6J Education Association as the exclusive representative on wages, hours and conditions of employment for all regular full time and regular part time licensed teaching personnel employed by the District, and temporary teachers who are employed in the same position for a period of 90 calendar days or more. Articles 5, 16, 19, and 21 shall not apply to temporary teachers. Substitute teachers, supervisory employees, and administrators are excluded.
2. The purpose of this article is to recognize the right of the bargaining agent to represent teachers in the bargaining unit in negotiations with the Board. Granting of recognition is not to be construed as obligating the Board in any way to continue any functions or policies. If Board policy contains language which is contrary or inconsistent to the express terms of this Agreement, this Agreement, during its duration, shall control.

Article 2 - Negotiations Procedures

A. Notification of Intent to Negotiate

No later than March 1 of the calendar year in which this Agreement expires, unless there is mutual agreement to the contrary, both parties shall give written notice to the other of its intent to begin negotiations for a successor Agreement. Negotiations will commence on a mutually agreed upon date subsequent to any such timely notice. Any agreement so negotiated will be reduced to writing and signed by the parties.

B. Agreement Modifications

This Agreement may not be modified, in whole or part, by the parties except by an instrument in writing duly executed by both parties.

C. Printed Copies of Agreement

There shall be two (2) signed copies of the final Agreement for the purpose of records. One (1) shall be retained by the District and one (1) by the Association. The Agreement shall be posted on the District website. The Association agrees to provide one (1) camera-ready copy of the negotiated Agreement for reproduction.

Article 3 - Grievance Procedure

A. Definitions

1. **Grievance.** A “grievance” is a written claim by a teacher, a group of teachers, or the Association, based upon the interpretation, inequitable application or violation of this Agreement, or District Policy as it relates to the Collective Bargaining Agreement.
2. **Grievant.** The “grievant” is the person, persons, or the Association, who has the grievance and is presenting the complaint.
3. **Party in Interest.** A “party in interest” is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. **Days.** As used in these procedures means school days, thus excluding weekends and vacation days or legal holidays.

B. Purposes

To resolve potential grievances at the lowest possible level in the chain of administrative responsibility.

C. Guidelines

1. Every effort will be made by all parties to avoid interruption of classroom and/or any other school-sponsored activities.
2. Every effort will be made by all parties to avoid the involvement of students in the grievance procedure. Under no circumstances will alleged grievances be communicated in such a way as to be detrimental to the emotional and educational development of students. Information shall be maintained in a professional confidence at all times at all levels by staff and personnel involved. All documents, communications and records of any grievance will be filed in the District office separately from the personnel files.
3. In the event it becomes necessary to hold more than one meeting at any grievance level, no more than five (5) days shall elapse between each meeting.
4. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
5. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by July 1 of that year, and if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced by mutual agreement of the parties in interest.
6. All meetings and hearings under this procedure shall include only such parties in interest and their designated or selected representatives and witnesses.
7. If a grievance arises from action or inaction on the part of a member of the administration above the level of principal, the grievant shall submit such grievance in writing to the Superintendent and the Association directly and the processing of such grievance will be commenced at Level 2.

8. Grievances must be filed not later than fifteen (15) days after the occurrence of an alleged violation or misapplication of the Agreement, or not later than fifteen (15) days after the grievant knew or had reason to know of the occurrence of the act(s) upon which the grievance is based. Failure to file a grievance within the above time lines shall constitute a waiver of the grievance.
9. 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.

D. Procedures

1. Level One - Principal or Immediate Supervisor

- a. A grievant shall file the grievance in writing with the principal or immediate supervisor with authority to resolve the grievance, either directly or through the Association's designated representative.
- b. Within five (5) days after receipt of the grievance the principal or immediate supervisor will meet with the grievant and the grievant chosen representative of the Association in an effort to resolve it.

2. Level Two - Superintendent

- a. If no decision has been rendered within five (5) days after the Level One meeting with the principal or immediate supervisor, or if the grievant is not satisfied with the disposition of the grievance by the immediate supervisor, the Association or the grievant may refer it to the Superintendent within 15 days after the Level One meeting.
- b. Within ten (10) days after receipt of the grievance the Superintendent will meet with the grievant and, at the option of the grievant, a representative of the Association in an effort to resolve it.

3. Level Three - Board of Directors

- a. If no decision has been rendered within five (5) days of the meeting with the Superintendent, or if the grievant is not satisfied with the Superintendent's disposition of the grievance, the Association or the grievant may refer it to the Board within 15 days after the Level Two meeting.
- b. Within thirty (30) days after receipt of the grievance, the Board will meet with the grievant and the grievant representative in an effort to resolve it.
- c. The decision of the Board will be final and binding on Board Policy grievances.

4. Level Four - Arbitration

- a. If no decision has been rendered within ten (10) days of the meeting with the Board, or if the grievant is not satisfied with the Board's disposition of the grievance, the Association may submit the grievance to arbitration within twenty (20) days after the Level Three hearing. Failure to submit the grievance to binding arbitration within twenty (20) days after the Level Three meeting shall constitute termination of the grievance procedure unless the parties mutually

agree to extend the time limits. If any question arises as to whether a particular dispute involves 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 Board 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 (10) day period, a request for a list of arbitrators may be made to the Employment Relations Board by either party. The parties will then be bound by the AAA Rules in the selection of an arbitrator.
- c. The arbitrator so selected will confer with the representative of the Board and the Association and hold hearings promptly and will issue a 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 the arbitrator. The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. The arbitrator shall be without authority to add to, subtract from, alter or modify 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.

E. Miscellaneous

1. **Teacher and Association.** Any grievant may be represented at all stages of the grievance procedure by a representative selected or approved by the Association. The Association shall have the right to be present at all stages of the grievance procedure.
2. **Group Grievance.** If a grievance affects a group or class of teachers, such grievance may be submitted in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.
3. **Written Decisions.** Decisions rendered at Level One which are unsatisfactory to the grievant and all decisions rendered at Levels Two, Three and Four of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Four shall be in accordance with the procedure set forth in Level Four, Section C, of this Article.
4. **Reprisals.** No reprisals of any kind shall be taken by the Board, the Association or by any member of the administration against any party in interest, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

5. **Grievance Contents.** A grievance shall contain at least the following information:
- a. The approximate date of the alleged violation.
 - b. The specific facts upon which the grievance is based.
 - c. The contract provision(s) allegedly violated, and how the District action or inaction violated the contract language cited.
 - d. The remedy requested.

Article 4 - Complaint Procedure

A. Step 1

General complaints from parents/students/community members will be handled by the immediate supervisor with the intent of verbally working through the complaint with the teacher and, where appropriate, the Complainant.

B. Step 2

1. A formal complaint is defined as any negative remark or criticism filed against a teacher formally in writing, signed by the complainant.
2. Procedure: If the District intends to investigate, take action or make a citizen complaint part of a teacher's personnel file, the following procedure shall be utilized.
 - a. Within five working days of receipt of a complaint, the District will inform the employee of the nature of the complaint and provide a copy of the signed complaint.
 - b. Within five working days after receiving notice of the complaint, the employee or the supervisor may request a meeting to discuss possible resolutions to the complaint.
 - c. If the complaint is not resolved at the resolution meeting, then the teacher shall have the right to request a meeting with the complainant and hear the complaint directly. All involved must attempt to resolve the matter.
 - d. Any complaint which the administrator or supervisor chooses not to discuss with the teacher or is not discussed within the required time shall not be considered in the teacher's evaluation, and shall not be used against the employee in any subsequent action by the District or placed in the teacher's personnel file.
 - e. No record of any complaint which has been thoroughly investigated and determined to be unfounded or unsubstantiated shall be placed in the teacher's personnel file.
 - f. The teacher has the right to CEA representation of choice at all levels.

Article 5 - Layoff

A. Criteria for Retention/Layoff

1. If a staff layoff is necessary, the following criteria will be used to determine which teachers are to be retained:
 - a. Licensure with endorsement(s) in the area in which the opening exists.

- b. District-wide seniority. In the event of a common start date, lots will be drawn on the first contractual work date to determine district-wide seniority.
 - c. If the District, in addition to complying with the provisions of this Article, elects to consider “competence” as layoff/recall factor, the District will comply with ORS 342.934(8) and ORS 342.034(9). For the purpose of administering the term “competence”, the parties define the word “recent” and the term “grade level” as follows:
 - i.. “Recent” means within the past five (5) years.
 - ii.. “Grade Level” means each of the following grade level clusters shall be considered a “grade level”: K-6, 4-8, 6-12.
 - d. The District shall consider the teacher to be competent if the teacher is willing to pursue additional training and educational preparation equivalent to nine (9) credit hours. The nine credit hours are subject to mutual agreement.
2. In the event two or more individuals are tied after application of these criteria, the tie will be broken by drawing lots. The District will make a reasonable effort to give ninety (90) days’ notice to individuals of a possible layoff.

B. Recall Procedure

- 1. If, within twenty-seven (27) months of layoff, a teaching vacancy occurs within the District for which a laid-off teacher is qualified, the recall procedure outlined below will be followed:
 - a. At the time of layoff, the teacher may request an Intent to Return form. The form will include the teacher's address for recall notification. In the event of a recall, the District will notify the 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.
 - b. Teachers will have until return of the recall notice by the Post Office, or fifteen (15) calendar days from the receipt of such notice, whichever comes first, to notify the District by Certified Mail, in writing, of their intent to return within forty-five (45) calendar days of the date of such notice. Twenty-seven (27) months after being laid-off and/or failure of the teacher to respond to a recall notice within the time herein specified shall terminate such teacher's right to recall and all other employment rights with the District.
 - c. As teaching positions become available, the District shall rehire laid-off teachers in the reverse order of layoff, provided the teacher is licensed and competent (as defined in Section A, paragraph I c of this article) for the open position.

C. Maintenance of Insurance Benefits

Subject to the rules and regulations of the carrier, teachers may maintain their group insurance coverage at their own expense during the twenty-seven (27) month period following the date of their layoff.

D. Accumulated Sick Leave/Experience

Upon recall, the teacher will retain sick leave and years of experience accumulated at the time of layoff.

Article 6 - Rights of Professional Employees

A. Union Participation

Teachers shall have the right to organize, join and assist the Association and to participate in professional negotiations with the Board.

B. Representation

1. Whenever any teacher is required to appear before an administrator or Board concerning his/her termination or a disciplinary action, he/she shall be given prior notice of such meeting, including topics to be discussed, and may have his/her chosen Association representative present. Association representation is not warranted unless prior knowledge of an expressed or intended legal action is part of the parent/student complaint. If, in a subsequent meeting involving the teacher and administrator, wherein the District plans to take disciplinary action against the teacher, the teacher may have his/her chosen Association representative present.
2. These meetings will be held before or after school unless there is an urgent reason to do so during student contact hours. In the event of an urgent meeting, the administrator will do their best to accommodate the member in choosing any representative of their choice, including obtaining a substitute if necessary. However, if the representative of choice is not available, the member has the right to make an alternate choice, and the administrator has the right to meet with the member. It is also understood that the meetings implied in this article mean those that pertain to the concerns as stated in this article. This language does not impede the right of the administrator to speak to a CEA member for routine communication dealing with the member's duty assignment.

C. Personnel Files

The official files of all teachers are confidential and shall be kept in the District Personnel office. All materials added to the personnel files will be initialed and dated by the teacher before putting into his/her file. A teacher may attach a rebuttal to materials or add relevant materials of his/her choosing. If a teacher refuses to initial materials, the materials may then be placed in his/her file.

D. Discipline of Teachers

The District shall not issue a written reprimand, suspend without pay or reduce in basic compensation any teacher without just cause. This provision does not apply to the dismissal or non-renewal of a probationary teacher. This provision also does not apply to the dismissal or non-extension of a contract teacher if such dismissal or non-extension is governed by the Fair Dismissal Law. Just cause in this Agreement means:

1. The employee is given forewarning or foreknowledge of the possible or probable disciplinary consequences of his/her conduct. Certain offenses, such as insubordination, coming to work intoxicated, drinking intoxicating beverages on the job, or theft of the property of the District or of fellow employees, are so serious that any employee may properly be expected to know already that such conduct is offensive and punishable.
2. There will be an investigation conducted fairly and objectively of the charges before any discipline is administered.
3. The District's rule was reasonably related to a) the orderly, efficient, and safe operation of the District's business; and b) the performance that the District might properly expect of the employee.

4. The District, before administering discipline to an employee, will determine whether the employee did in fact violate or disobey a rule or order of the District.
5. The investigation will provide substantial evidence or proof that an employee is guilty as charged.
6. The penalty will be reasonably related to the seriousness of the offense and the record of the employee in his/her service with the District.
7. The District has applied its actions even-handedly, subject to the provisions of ORS 243.706 (1).

E. Grade Changes

No grade given by a teacher shall be changed without the mutual approval of the Superintendent, principal and teacher. If mutual approval is not obtained, the matter may be appealed to the Board whose decision will be final. If the decision is to change the grade, the Board will attach a written statement to the student's file indicating that the Board made the change.

Article 7 - Nondiscrimination

A. Free Choice/Nondiscrimination

The Association and the District affirm their adherence to the principles of free choice and agree that there shall be no discrimination against any employee covered by this Agreement because of age, race, religion, sex, national origin, creed, color, residence, or marital status.

B. Personal Lives of Licensed Employees

The personal life of a licensed employee shall not be the concern of the District so long as it does not adversely affect his/her performance on the job.

Article 8 - Teacher Assignment

A. Notification of Assignment

1. Teachers employed by the District during any given year shall be notified in writing of their tentative assignments for the ensuing year by June 1. In the event such tentative assignment is changed after June 1, the teacher shall be notified in writing of such change within a reasonable period after the change is made.
2. Teachers newly hired into the bargaining unit prior to the beginning of the school year shall be notified in writing of their tentative assignment as soon as practical.

Article 9 - Vacancies and Transfers

A. Posting and Voluntary Transfers

1. As the District declares positions open, the positions will be described by written notice and e-mailed to all licensed staff. Such notices shall be posted at least ten (10) working days prior to the position being filled.
2. Teachers wishing to fill a posted vacancy or to transfer to another assignment shall make a written request to the Superintendent or designee, and shall be granted an interview for the position. The disposition of such requests shall be made in writing to the affected teacher(s) within thirty (30) calendar days of receipt of the initial request. The

Superintendent shall, upon request, meet with the teacher to discuss reasons for the denial.

3. A list of all vacancies which occur from June 1 to August 31 will be mailed or emailed to teachers who have expressed interest and left a summer address with the District office. No such vacancy shall be filled within fourteen (14) calendar days of the mailing date.
4. The President of the bargaining unit shall receive reasonable notice of all position openings in administrative or supervisory positions.

B. Involuntary Transfers

1. Notice of an involuntary transfer will be given to the teacher within five (5) working days following final decision to transfer.
2. If a teacher is involuntarily transferred to a different position, he/she may make known to the appropriate administrator his/her wishes regarding the new assignment.
3. Upon request the teacher may meet with the Superintendent to discuss the reasons for the transfer.
4. Teachers being involuntarily transferred will be informed of known vacancies at the time the transfer decision is being made. The teacher will be able to indicate a preference of assignment and/or make application for a transfer as outlined in Section A-2 of this Article.

C. Miscellaneous Provisions

1. The District will provide the Association a list of current assignments for all teachers by September 30 upon request by the Association President.

Article 10 - Association Rights and Privileges

A. As per applicable laws and Board policies, the following rights and privileges are awarded:

1. Information

Upon request, the Board agrees to furnish to the Association all readily available public information necessary for its functioning as exclusive bargaining representative. The Association may be required to pay the cost for materials needed for copies.

2. Released Time for Meetings

Whenever any teacher is directed by the District to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay.

3. Use of School Buildings

The Association shall have the right of access to school buildings for meetings subject to the same rules and conditions as other school-related organizations, provided there is no interference with the regular school program.

4. Use of School Equipment on School Property

With prior approval, the Association shall have the right to use school facilities and equipment including typewriters, photocopying machines, other duplicating equipment,

calculating machines, and all types of audio-visual equipment outside the work day and when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use, and for any repairs necessitated as a result thereof.

5. Bulletin Boards

The Association shall have, in each school building, use of a bulletin board in each faculty lounge.

6. Right to Speak at Faculty Meetings

Upon prior notice to the administrator in charge, an Association representative shall be allowed to make brief announcements not to exceed five (5) minutes at the end of any faculty meeting.

7. Mail Facilities

The Association shall have the privilege of using school mailboxes and inter-school mail facilities. However, the Association agrees to hold the District harmless against any and all judgments or liabilities which may result from inclusion of this provision in the contract.

8. Exclusive Rights

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers and to no other teacher organization, except as required by law.

9. Policy Making

The Association will be notified prior to final action by the Board of any contemplated changes in written policy directly affecting teachers in the District. Notification will be through the Board agenda being provided to the Association in each building and to the Association president at the same time it is provided to the Board.

10. Association Leave

The Association shall be allocated ten (10) days per year for Association business. The Association shall reimburse the District for the cost of substitutes. Meetings during the work day called by the District and grievance meetings will not be counted against the Association Leave.

Article 11 - Payroll Deductions

A. Payroll Deductions

1. The District agrees to deduct from the salaries of its regular teachers as requested by the teacher:
 - a. Premiums for Board approved insurance programs.
 - b. Payments to the teachers' credit union.
 - c. Contributions to the United Way Fund.
 - d. Savings bonds and savings plans.

- e. Tax-sheltered annuities, provided ten (10) or more employees subscribe to the annuity.
2. The District, upon appropriate authorization of the teacher, shall deduct from the salary of any teacher and make proper remittance for any other plans or programs mutually agreed to by the District and teachers.

Article 12 - Dues Deduction

A. Dues Deduction Authorization

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. The District agrees to deduct from the wages of each employee the payment of dues to the Association upon receipt of a written dues deduction authorization from the employee. An employee who wishes to terminate dues deduction shall provide the Association with written notice. Notice of termination of dues deduction will become effective on October 1 following the Association's receipt of the written notice. The Association shall be responsible for notifying the District of terminated dues deductions.

B. Processing OEA/NEA Dues Deductions

Dues deductions shall be made monthly in an amount equal to one-tenth (1/10) of annual dues, commencing with the month of September and continuing through the June pay period. Deductions for employees who join the Association after the beginning of the school year shall be prorated on a twelve-month proration schedule.

C. Remittance of Dues Checks

The District shall send the Association the NEA/OEA dues including voluntary Association contributions deducted from each member's paycheck after each payperiod.

D. Employee Information

When a new employee is hired into the bargaining unit, the District shall promptly notify the Association of their names, salary placements, and contact information. The District shall also promptly notify the Association whenever an employee in the bargaining unit is placed on an unpaid leave of absence of longer than 90 days, retires, is terminated, is laid off, resigns, or changes their name.

Article 13 - Teaching Hours and Conditions

A. Work Day

1. Each teachers' normal workday shall be eight (8) hours inclusive of a one-half (1/2) hour duty-free lunch period. The normal work day will begin at least fifteen (15) minutes prior to the start of the instructional contact time with students.
2. The teacher may be excused at the discretion of the building administrator for medical/dental or business appointments.

3. If a teacher is assigned to teach an additional classroom of students, they shall be paid a stipend of per diem rate based on Appendix A. Step 9, BA+74. Partial days shall be prorated based on the above rate.

B. Preparation Time

1. Each teacher shall be scheduled a minimum of two hundred twenty-five (225) minutes of preparation time per week with an uninterrupted time block of no less than thirty (30) minutes per day. The District will attempt to employ substitutes for teachers who are absent for more than one (1) period for scheduled activities.
2. If a teacher is required by the District to substitute for another teacher during his/her preparation period, the substituting teacher will be compensated at a rate equivalent to seven-hundredths percent (.07%) of the base salary (See Appendix A) per period required to substitute. No teacher will be required to lose more than one preparation period in any given week except in case of emergency where the need for a substitute was unforeseen.

C. Duty Free Lunch

All full-time teachers shall be entitled to a duty-free lunch period of not less than thirty (30) minutes. Except in case of emergencies, teachers may leave their building for thirty (30) minutes for the lunch period; however, any teacher leaving the building must notify the building administrator of his/her absence.

D. Other Assigned/Approved Duties

For duties assigned or approved outside the regular work day, payment amount is gross salary and is subject to all federal, state and local payroll deductions:

<u>Length of Event</u>	<u>Pay</u>	<u>Example Duties</u>
0-3 Hours	\$30	MS Sports, single games, Dances
3-6 Hours	\$60	HS Basketball, Doubleheaders
7+ Hours	\$100	Tournaments, Large track meets

<u>Pay</u>	<u>Duty</u>
\$30 Chaperone	1-50 road miles one way
\$35 Chaperone	51-75 road miles one way
\$40 Chaperone	76+ road miles one way

E. Reimbursement for Travel Expense

Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance of the IRS rate. The same allowance shall be given for use of personal cars for approved field trips and/or other business of the District.

F. Work Load (K-12)

1. The Association is encouraged to comment on class size problems and to make recommendations to rectify any problem in the class size.
2. Teachers shall be compensated at a rate of \$20 per additional student per month when classroom sizes rise above the maximum threshold that both the District and the Association have determined to be an acceptable number of students in a classroom based upon grade level, classroom type or student composition.

- a. Acceptable student counts per the above criteria are defined as:
 - i.. K-3: 27 per classroom
 - ii.. 4-6: 29 per classroom
 - iii.. 7-8: a total of 160 across core content areas
 - iv.. 9-12: a total of 180 across core content areas
3. For the purpose of this article, Core Content is defined as English Language Arts, Math, Social Studies and Science needed to graduate. Does not include core content intervention classes such as Math/Literacy Lab.
4. Class size calculations will be made at the beginning of the fourth week of each semester and the numbers shall be fixed until the end of that semester. Teacher Assistants (TAs) and Independent Study Students are not counted as part of classroom size. Stipend shall be paid during the second pay period of the semester, retroactive to the first day of each semester.
5. The district will make every effort to minimize the number of courses with separate preps.

Article 14 - Work Year

A. Recognition

It is recognized that the Board has the responsibility to set the annual school calendar. Prior to the adoption of the calendar, a proposed calendar will be referred to the Association for review and recommendation.

B. Work Year

The teacher work year shall consist of one hundred ninety (190) days each year, including one hundred seventy-three (173) student contact days, two (2) in-service day, three (3) parent/teacher conference days, six (6) teacher workdays, and six (6) holidays: Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, New Year's Day, and Memorial Day.

C. Decisions Regarding Work Year

The District and the CEA, through the Labor Relations Committee, may discuss the budget as established by the State Legislature. These meetings may serve to help determine the number of contractual work days for the following year and provide the opportunity for both parties to collaborate in the interest of meeting the financial obligations of the District and maintaining a comprehensive, quality education for students.

D. Unforeseen School Closure

In the event the contracted days of service are not completed within the inclusive dates of the adopted calendar, due to emergency closure or other unforeseen circumstances, the Board may, at its option, adjust the calendar dates to complete the contract period.

Article 15 - Classroom Control and Discipline

A. District-Established Student Discipline Procedures

The District at the beginning of each school year will provide to each teacher a copy of the applicable student discipline procedures established by the District.

B. Removal of Students from the Classroom

1. A student may be removed from a classroom by a teacher if the student poses a threat to the physical well-being of the teacher or other persons in the classroom.
2. If the teacher's immediate supervisor reinstates the student in the teacher's classroom, the teacher may within ten (10) calendar days appeal the decision to the supervisor who reinstated the student. If the teacher is not satisfied with the outcome of the appeal with the supervisor, the employee may, within ten (10) calendar days, appeal the decision to the Superintendent. If the teacher wishes to appeal the decision of the Superintendent regarding the discipline matter, the teacher may within ten (10) calendar days appeal to the Board by submitting a written statement and shall upon request be afforded an opportunity to present the teacher's position to the Board. The Board's decision shall be final.

C. Teachers' Right to Pertinent Student Information

In partnership with the Clatskanie Education Association, the Clatskanie School District will create a policy that addresses teachers' right to information regarding situations that may have a negative impact on teaching and learning except as limited by federal and state Laws.

Article 16-Expenses for Workshops/Tuition

A. Reimbursement for Workshop Expenses

1. Expenses for professional workshops, conference and meetings, approved in advance by the teacher's supervisor, will be reimbursed by the District for up to \$200. Teachers may request payment of workshop and/or conference registration fees in advance. If, after the event, the teacher fails to provide the District with a receipt of attendance, the District may withhold from the teacher's salary an amount equal to the fees already paid.
2. The dollar amount paid for each teacher is limited to the amount indicated.

B. Tuition Reimbursement

1. If the District requests or requires a bargaining unit member to take graduate credit coursework, the District shall directly pay the University in advance of the class for the employee. This does not apply to Article 5, Layoff, Section Id. A transcript from the University with a passing grade shall be delivered to the District by the employee within 45 days of last day of class. If the employee fails to provide a transcript with a passing grade to the District, drops/withdraws from the course, or fails to return to the District the next school year, the District shall deduct the full amount paid to the University from the employee during the next payroll period. If the reimbursement is greater than the employee's next payroll, the employee shall be immediately responsible for reimbursing the District.
2. The tuition rate at which tuition will be reimbursed will be the Oregon University system's average rate for graduate credit, using the rates in effect on September 1 of the

school year in which the tuition is incurred. Individuals' unused tuition dollars may accumulate from one year to the next for the life of the contract. Tuition will be pro-rated for less than full-time employees. Tuition for graduate credit coursework will be available under one of the following options during the life of this contract:

- a. Option A: For graduate credit coursework taken in an approved Master's program or taken towards attaining "highly qualified" status, as defined by the ESEA, in the teacher's assignment area, reimbursement will be a dollar amount equivalent to four (4) quarter hours per year.
 - b. Option B: For all other approved graduate credit coursework, tuition reimbursement will be a dollar amount equivalent to three (3) quarter hours per year.
3. The reimbursement rate is subject to the following conditions:
- a. If a contract teacher fails to return to the District, he/she shall be responsible for reimbursing the District for unearned benefits.
 - b. Probationary teachers must be reemployed for the subsequent year to benefit from this article.
 - c. The graduate credit coursework must be taken at an institution of higher education, which is accredited by a regional accreditation agency (e.g., Northwest Association of Secondary Schools and Colleges).
 - d. The coursework must be successfully completed with a passing grade by the teacher.
 - e. Prior to reimbursement, the teacher shall submit evidence of these conditions (e.g., online grade reports, unofficial transcripts, or official transcripts). Online records must be opened and printed in the presence of District office personnel.
4. At the sole discretion of the Superintendent, reimbursement for undergraduate credit may be approved. Such approval must be made prior to the starting date of the class for which approval is requested.
5. The District shall accept three (3) employee hardship applications each academic year in the event an employee qualifies for tuition reimbursement, but cannot afford to pay tuition up front for graduate level, for credit coursework.
- a. A bargaining unit member may file a letter of hardship with the District office. The District shall award the hardship reimbursement on a first come, first served basis. The hardship award will be good for the current fiscal year (July 1 through June 30). All decisions of the District are final and not subject to the grievance provisions in this Agreement.
 - b. Probationary teachers are not eligible for the hardship consideration.
 - c. All other provisions of this Article are applicable to any employee who receives a tuition pre-payment from the District based on hardship.

C. Credit for In-Service Workshops

With the approval of the Superintendent, credit will be allowed for In-Service Workshops (not on school time). Teachers will receive one (1) credit hour for two (2) full days of time spent, provided no reimbursement is received.

D. Salary Increase by Reason of Professional Training

When a licensed employee has earned the right to a higher salary bracket by reason of increased professional training, the change shall be made effective for the next pay period after receipt by the District of an official transcript or official grade slip, provided it is received at least fifteen (15) calendar days prior to payday. Payments for increased training shall not be retroactive.

Article 17 - Insurance

A. District Contribution

1. The District shall make a monthly contribution towards health insurance for each eligible fulltime teacher in an amount equal to eighty-five percent (85%) of the total monthly premium of the following OEGB package: Moda Plan 1, Delta Dental Premier Plan 1, and Moda Opal Vision Plan. This contribution shall be prorated for less than full-time teachers.
2. For the 2019/2020 contract year, the district's contribution toward insurance shall be the greater of \$1800 or the contribution as outlined in paragraph A1 above.
3. Contingent upon the employee selecting a qualifying High Deductible Health Plan, the District will make a contribution to a Health Saving Account (HSA) each month for the difference in the insurance allowance and the premium, up to the legal limit during employment.

B. A la Carte Benefit Option

Employees may elect to choose less than a full medical, dental and vision package. The District will pay the cost of the plans chosen, not to exceed the District contribution as defined in Section A of this Article.

C. Insurance Benefit Opt Out

Any employee who has, and can provide evidence of, other medical insurance coverage and therefore elects to opt out of all District insurance benefits, may receive instead a cash payment equal to thirty percent (30%) of the total District contribution. Such payment will be subject to taxation and will be paid monthly.

D. Substantially Similar Coverage

The District does agree to provide substantially similar coverage if a change is made and will confer with the Association before any final decision is made to change carrier(s).

E. Commencement of Benefits

Employees newly hired by the Board shall be eligible for District-paid insurance premium contributions upon acceptance of written application by the insurance carriers on the first day of the month following the month work commenced.

F. Rules and Regulations

The benefit program(s) identified herein shall be provided only in accordance with the underwriting rules and regulations as set forth by the carrier(s) in the policy (policies) retained by the policyholder.

G. Termination of Benefits

The District's obligation towards premium payments as provided herein shall cease on the first day of the month following the month in which the eligible employee was no longer employed by the District or prorated for time worked or the termination date of this Agreement, whichever is sooner. Employees who complete their contract obligations for the full contract year shall have benefits terminated on August 31.

Article 18 - Salary

A. Step Advancements and Salary Schedules

All employees eligible for step advancement will receive one. The salary schedules for this contract are contained in Appendix A.

B. PERS Contribution

Employees shall pay the six percent (6%) contribution to their PERS/OPSRP IAP employee accounts.

C. Paydays

The regular paydays for employees covered by this contract shall be the last business day of the calendar month, with the exception of December, which will be the last working day of the month. The first salary payment of the school year (end of August check) shall be made on the day teachers report for duty. Simultaneous payment for the months of June and July will be made only when there is a written agreement with the individual teacher that has been submitted to the District prior to the teacher's first day of work. Monthly payment for June and July will be by mail or direct deposit on the last business day of the calendar month or in person, upon request.

D. Payment for Voluntary Assignments

Adult education, Saturday school and summer school are voluntary teaching assignments. If a teacher elects to accept such a voluntary assignment, the teacher will be compensated by the amounts stipulated by the funding source for the program. If the compensation amount is left to the discretion of the District, payment shall be as stipulated under Section E of this article, subject to all federal, state and local deductions.

E. Curriculum Rate of Pay

Approved work and activities, outside the regular school day, will be paid at an hourly Curriculum Rate equivalent to seven-hundredths percent (.07%) of the base salary (See Appendix A).

F. Retirement Notification Payment

Eligible teachers who retire during the life of this contract, and who notify the district in writing of their intent to retire by January 15th of their last working year, will receive a lump sum salary increase of one percent (1%).

Article 19 - Extra Duty/Extended Year

A. Extra Duty/Extended Year Compensation

Extra duty/Extended Year position reflects a percentage of the base salary of the licensed staff salary schedule (Appendix A) and extra duty compensation, at each position, will be adjusted in succeeding years as the base salary of the licensed staff salary schedule is adjusted. Extended Year personnel shall be compensated at their daily per diem rate.

B. Additions, Deletions, or Changes to Extra Duty/Extended Year Positions

Recommendations for additions, deletions or changes in classification of extra duty personnel and extended year personnel may be made to the Board by the Labor Relations Committee when participation warrants such a change.

C. Recommendation for Additional Experience Ratings

Additional experience ratings of personnel may be recommended to the Labor Relations Committee. Experience ratings for extra duty will be based on:

1. Contracted years paid in a specified field in public/private school situation;
2. Actual experience in a specified area not related to public/private schools;
3. Any practical experience deemed advantageous to an activity, sport or program.

D. Extra Duty Contracts

Extra duty contracts will be offered, in writing, whenever possible, prior to May 15 preceding the school year. These contracts, if accepted, shall be returned not later than May 23. Extra duty position openings in the District will be described by written notice and e-mailed to all District staff. Teachers new to the District who are to be given extra duty contracts will be given their contracts simultaneously with their teaching contracts, if known.

E. Extra duty Payment Options

The District will provide a choice of the following pay options for licensed employees in extra duty assignments (The licensed employee must choose an option for each extra duty assignment at the time the extra duty contract is signed.):

1. Option A: A total lump sum payment upon completion of the extra duty, to be paid in conjunction with the employee's regular paycheck, as follows:

Assignments	Payment
Fall	November
Winter	March
Spring & Year-Long	May

2. Option B: Payments amortized over the remaining fiscal year of the contract. The first payment shall be made the next pay period, provided the extra duty contract is signed and received at least fifteen (15) calendar days prior to payday. If the CEA member fails to fulfill their extra duty, he/she shall be responsible for reimbursing the District for unearned benefits.

F. Right to Cancel, Add, or Not Fill

The Board reserves the right to cancel, add or not fill any positions, or the amount or portion thereof, stated in these schedules for extra duty.

G. Salary Schedule

The Extra Duty/Extended Year Contract Salary Schedule is contained in Appendix B.

Article 20 - Leaves of Absence

A. Sick Leave

1. Sick leave means absence from duty because of illness or injury of a teacher or a member of his/her immediate family, as defined in Section F of this Article, and shall be allowed at a rate often (10) days during each school year. Sick leave in excess of five (5) consecutive days shall be verified upon request of the Superintendent, by certificate of the teacher's attending physician or practitioner that illness or injury prevents the teacher from teaching. The teacher must work at least one (1) day on the job in the new working year before sick leave credit for the ten (10) days will be given.
2. Sick leave not taken shall accumulate and may be transferred from other Oregon districts to a maximum of seventy-five (75) days at a rate of not more than ten (10) days per year of employment outside the District after the teacher has completed thirty (30) working days in the District. These provisions are not in addition to sick leave outlined in ORS 342.595.
3. The District and the CEA, through the Labor Relations Committee, will explore both taxable and non-taxable possibilities of cashing out unused sick leave.

B. Injury on Duty

Sick leave may be drawn on a prorated basis and added to Workers' Compensation benefits. The combined pay shall not exceed the teacher's regular salary.

C. Personal Discretionary Leave

1. Three (3) days paid personal discretionary leave will be granted each year. Up to two (2) personal discretionary leave day may be carried over per year. Employees may not have more than five (5) accrued personal discretionary leave days or may use more than five (5) personal discretionary leave days per year.
2. Unused personal discretionary leave days will either be automatically converted to sick leave on the last working day of each school year or received as pay for any portion of the unused personal days. If a teacher chooses to receive pay for any portion of the unused personal days: (a) he/she must declare his/her election in writing to the District Business office by May 15, (b) he/she will receive seventy-five dollars (\$75) per day for each day claimed, and (c) once the declaration is made, the days are non-retrievable as personal discretionary leave days, therefore days taken after May 15th shall be charged as leave without pay.
3. Teachers who do not choose to receive pay for their unused days may use any portion of their personal leave after May 15th. If the personal leave is denied by administration, then the requested days shall be converted to sick leave, or, at the teacher's election, paid at the rate of seventy-five dollars (\$75) per day. Such election must be declared to the District Business office by June 20, and shall be paid in the next payroll cycle.

D. Family Medical Leave

Pregnancy leave, family medical leave, and parental leave will be administered according to statute ORS Chapter 659.

E. Sabbatical Leave

Upon approval, sabbatical leave may be allowed after seven (7) years in the District for one (1) year's leave of absence for professional study at one-half (1/2) of the appropriate contract salary and one-half (1/2) payment of insurance benefits, payable on a monthly basis. A maximum of two (2) persons will be eligible per year. Persons granted this leave must agree to return to the District and remain in the District for not less than two (2) years, or must refund the salary paid during the absence. The employee will furnish a bond guaranteeing the District's money in case the requirement of two (2) years in the District is not met. All other benefits shall not accrue during this leave of absence. Upon approval of both the District and the Association, sabbatical leave may be allowed after seven (7) years in the District for two (2) years' leave of absence for professional study, if the teacher is accepted into an accredited graduate program which requires at least two (2) years for completion. If the teacher agrees to use the two-year sabbatical for the completion of such a program, he/she shall agree to return to the District after such a sabbatical and remain for not less than four (4) years, or shall refund the salary paid during the absence. As in a one-year sabbatical, the District will provide one-half of the appropriate contract salary and one-half payment of insurance benefits, payable on a monthly basis. All other benefits shall not accrue during this leave of absence. A maximum of two (2) persons will be eligible for sabbatical leave from the District, whether for one or two years, at any one time.

F. Bereavement Leave

Bereavement leave with full pay shall be allowed up to a maximum of five (5) days for each death in the immediate family during any school year within thirty (30) calendar days from the first day of leave. Definition of immediate family is as follows: Spouse, children, grandchildren or grandparents of the employee or spouse, mother, father, former guardian, brother or sister of the employee or spouse, or any person who resides with, or is the legal responsibility of, the employee. Exceptions for special circumstances may be granted by the Superintendent, whose decision shall be final and binding, and shall be non-precedent setting.

G. Jury Duty

Employees summoned for jury duty will be paid their regular salary, less the amount paid the employee by the court, with the exception of mileage fees.

H. Court Duty

Employees subpoenaed for a courtroom appearance will be paid their regular salary, less the amount paid the employee by the requesting party, with the exception of mileage fees. This would not apply where the individual is appearing as a litigant or witness against the District or where the individual has been charged with a crime.

I. Unpaid Leaves

Other unpaid leaves will be granted at the discretion of the Superintendent.

Article 21- Sick Leave Donation

A. Eligibility and Conditions

Any teacher may, at his/her discretion, donate not more than four (4) days of his/her accumulated sick leave to a fellow teacher who has exhausted his/her own sick leave. The total of such donated sick leave shall not exceed the number of sick leave days accrued by the recipient at the beginning of the school year, nor shall more than thirty (30) days of sick leave be donated for this purpose to a single recipient during a current school year. The thirty (30) day limit shall be prorated accordingly for part time teachers. (Example: A 62.5 percent employee would be eligible for $.625 \times 30 = 18.75$ days of donated sick leave or portion thereof depending upon accumulation at the beginning of the school year.)

B. Procedure

All donations shall come from currently accumulated sick leave of the donor and donated sick leave days shall be re-accumulated by the donor at the usual rate as specified by this Agreement. The donor and the recipient shall have no later than five (5) working days after the recipient returns to work to notify the Business office of the requested sick leave transfer on forms provided by the District.

C. Other Forms of Transferable Leave

No other forms of leave are transferable under this Agreement.

D. Liability

The Association agrees to hold the District harmless against any and all claims, suits, orders or judgments brought against the District as a result of the provisions of this Article. The District agrees to notify the Association promptly of any claim and to cooperate with the Association and its designated counsel in the defense of any claim.

Article 22 - General Provisions

A. Separability

In accordance with Oregon law, in the event any words or sections of this Agreement are declared to be invalid by any court of competent jurisdiction, by ruling of the Employment Relations Board, by statute or Constitutional amendment or by the inability of the employer or the employees to perform the terms of the Agreement, then upon request of either party the invalid words or sections of the Agreement shall be reopened for negotiations.

B. Compliance Between Individual Contract and Agreement

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

C. Management Rights

The District hereby retains and reserves unto itself all powers, rights, authority and duties, including all rights invested in it by the laws and Constitution of the State of Oregon and the United States. In the exercise of its powers, rights, authority and duties, the District shall be limited only by the express provisions of this Agreement. The Board reserves the right to create, combine, or eliminate any positions as, in its judgment, is deemed necessary.

D. No Strike

During the terms of this Agreement, neither the Association nor its members will participate in a strike, slowdown or withholding or reduction of services against the District. In the event of a violation of this provision by the Association or any of its members, the District may discipline and/or discharge any individual involved in such activities.

E. No Lockout

The District shall not participate in a lockout of members of the Association for the duration of this Agreement.

F. Labor Relations Committee

1. The District and the Association shall form and maintain a joint Labor Relations Committee for the purpose of increasing and improving communications and relationships.
2. Both the District and the Association shall be equally represented. Three (3) representatives shall be appointed by the CEA Board, (Including the CEA President and one (1) representative from each building) and three (3) representatives shall be selected by the Superintendent, one of the representatives being the Superintendent.
3. The Superintendent and the CEA President shall establish the committee's meeting schedule no later than September 30th to include at least one meeting every quarter. Additional meetings may be scheduled as needed.

G. Recognition

The parties to this agreement recognize that revenue to fund the compensation provided by this agreement must be approved by established budget procedures and appropriated by the state Legislature and, in certain circumstances, by vote of the citizens. All District operations are contingent upon adequate sources of revenue.

Article 23 - Duration of Agreement


A. Term of Agreement

This Agreement shall be effective upon ratification and shall remain in effect until June 30, 2020 subject to the Association's right to negotiation over a successor agreement as provided in Article 2. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

B. Other Conditions

The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the right and opportunity to bargain with respect to wages, hours and other terms and conditions of employment. Therefore, the omission of any reference to any aspect, which was the subject of negotiations, is intended to be a waiver of the right to bargain with respect to those subjects during the term of this Agreement.

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its President and the Board has caused this Agreement to be signed by its Chairman.



ASSOCIATION PRESIDENT



BOARD CHAIRMAN

9/12/19

Date

SEP 09 2019

Date

APPENDIX A - 2019-2020 CERTIFIED SALARY SCHEDULE

STEP	BA+0	BA+24	BA+45	BA+74	MA+0	MA+30	MA+45
1	\$42,869	\$44,440	\$46,008	\$47,578	\$49,150	\$50,717	\$52,286
2	\$44,585	\$46,155	\$47,722	\$49,293	\$50,863	\$52,431	\$54,000
3	\$46,303	\$47,871	\$49,441	\$51,008	\$52,576	\$54,147	\$55,716
4	\$48,015	\$49,585	\$51,155	\$52,723	\$54,291	\$55,861	\$57,430
5	\$49,730	\$51,300	\$52,868	\$54,436	\$56,006	\$57,575	\$59,146
6	\$51,446	\$53,015	\$54,584	\$56,154	\$57,721	\$59,290	\$60,858
7	\$53,162	\$54,730	\$56,298	\$57,866	\$59,437	\$61,006	\$62,576
8	\$54,873	\$56,444	\$58,012	\$59,581	\$61,150	\$62,721	\$64,290
9	\$56,591	\$58,160	\$59,728	\$61,295	\$62,865	\$64,436	\$66,004
10	\$58,306	\$59,872	\$61,444	\$63,014	\$64,580	\$66,150	\$67,718
11	\$60,022	\$61,587	\$63,157	\$64,727	\$66,296	\$67,863	\$69,434
12	\$61,735	\$63,305	\$64,872	\$66,441	\$68,010	\$69,579	\$71,149
13	\$63,450	\$65,019	\$66,588	\$68,157	\$69,727	\$71,294	\$72,863
14	\$65,163	\$66,735	\$68,302	\$69,871	\$71,439	\$73,009	\$74,578
15	\$66,879	\$68,447	\$70,017	\$71,584	\$73,153	\$74,724	\$76,293
16				\$73,299	\$74,869	\$76,439	\$78,008

APPENDIX B - Extra Duty/Extended Year Salary

Extra Duty Positions:

Extra duty positions will be paid at a percentage of the base salary as follows:

Level	Step							
	0	1	2	3	4	5	6	7
A	9.00%	9.50%	10.00%	10.50%	11.00%	11.50%	12.00%	12.50%
B	7.25%	7.50%	7.75%	8.00%	8.25%	8.50%	8.75%	9.00%
C	5.75%	6.00%	6.25%	6.50%	6.75%	7.00%	7.25%	7.50%
D	4.30%	4.40%	4.50%	4.60%	4.70%	4.80%	4.90%	5.00%
E	\$800 Stipend per activity							

- A Head Coaches - High Schools
Baseball, Basketball, Cheer, Football, Instrument & Vocal, Leadership, Soccer, Softball, Track, Volleyball, Wrestling, Cross Country
- B Drama, Forestry, MS Leadership
- C Journalism, Yearbook
- D Baseball (JV), Basketball (JV), Cheer (JV), Cross Country (Boys/Girls/JV), Football (JV), MS Drama, Aspire Coordinator Soccer (JV), Track (Boys/Girls), Volleyball (JV), Wrestling (Boys/Girls (JV), Outdoor School Coordinator
- E MS Basketball, MS Cross Country, MS Football, MS Track, MS Volleyball, MS Wrestling, and any sport that adds a 3rd team or has over 30 participants.
Outdoor School Teacher
- F High School Athletic Director and Dean of Students are twenty percent (20%) of the base salary.

Extended Year Positions:

Extended year positions will receive the additional per diem days as follows:

- Secondary Counselor: Seven (7) Days, Elementary Counselors: Four (4) Days
- Special Ed. Teachers: Two (2) Days
- Kindercamp Teacher: Five (5) Days
- Title Coordinator: Ten (10) Days
- ELD Coordinator: Ten (10) Days

Any positions that are not currently being filled are excluded from the above schedule. The addition of any new positions or an adjustment on the percentages shall be the responsibility of the Labor Relations Committee, as it has in the past.