

Collective Bargaining Agreement

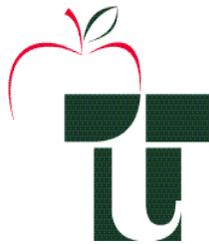
Between

Tigard-Tualatin School District 23J

And

Tigard-Tualatin Education Association

July 1, 2015 - June 30, 2017



TTEA
Tigard-Tualatin
EDUCATION ASSOCIATION
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Article 1: Preamble

A. Parties

This agreement is entered into between the Board of Directors on behalf of the Tigard-Tualatin School District 23J, herein referred to as “the District,” “the Board,” or “the employer” and the Tigard-Tualatin Education Association, herein referred to as “the Association.” The Association is affiliated with the Oregon Education Association and the National Education Association.

B. Purpose

The purpose of this document is to set forth the parties’ agreement on those matters pertaining to, but not limited to, salaries, hours, and conditions of employment.

Article 2: Status of Agreement

A. Recognition

The District recognizes the Association as the sole and exclusive collective bargaining representative for all members in the bargaining unit.

B. Subcontracting

There shall be no subcontracting of bargaining unit positions during the term of this agreement. This shall not apply to education service districts (ESDs) or cooperative arrangements between public K-12 school districts.

C. Members

1. The term “members” shall mean members in the bargaining unit and shall include (regular and temporary) licensed teachers, librarians, counselors, learning specialists, reading specialists, staff development specialists, department coordinators, team leaders, athletic coordinators, coordinators and district nurses who are employed half-time or more. “Half time or more” shall mean at least one-half of the work day for a full year or full-time for one-half of the school calendar year. The District will consider combining part-time positions if doing so does not negatively impact the program needs of students or the school schedule.
2. The term “members” shall exclude all supervisory employees as provided by ORS 243.650, superintendent, principals, vice principals, directors, confidential employees, substitute teachers, tutors, less than half-time employees, classified employees (including classroom nurses), and nurses hired by outside agencies to perform one-on-one services for students who are nursing dependent.
3. Temporary Members
 - a. A temporary member is a member of the bargaining unit.
 - b. Definition: Temporary members shall be defined as:
 - i. An employee hired to fill a bargaining unit position for a member on contractual leave from the District, when the leave is in excess of ninety (90) work days.
 - ii. An employee hired to fill a bargaining unit position filled on or after the first day of the teacher calendar year (first report day) regardless of when the position was posted shall be a temporary position.
 - iii. Temporary employees may also be hired to fill a position designated as temporary or experimental. The position is temporary if it exists for one year or less. A position is experimental if the intention is to pilot a program for one year.

3. Long-term substitutes – Long-term substitutes are not members of the bargaining unit.
 - a. Definition: An employee who does not work enough days to qualify for temporary status will be hired as a long-term substitute.
 - b. When a long-term substitute working in the same position works ninety (90) work days, the position will be reclassified as a temporary position.
 - c. If the District knows the leave will be in excess of ninety (90) work days, a temporary employee shall be hired from the beginning of the leave. When the District recognizes a long-term substitute position will be extended such that it qualifies as a temporary teaching position, the District will reclassify it as a temporary teaching position as soon as possible, but no later than ten (10) work days.

D. Signed Agreement

1. There shall be two (2) signed copies and two electronic copies of the final Agreement for the purpose of records. One shall be retained by the District and one by the Association.
2. Copies of the contract are to be distributed to members during the preschool in-service or within thirty (30) days of the signing of a new Agreement. New employees shall receive a copy with their employment notification. The cost of producing copies for all members of the bargaining unit shall be equally shared by the District and the Association.
3. Fifteen (15) copies of the Agreement will be provided to the Association, and an electronic copy shall be posted on the District's website.

E. Contract Review

Prior to the opening of school, representatives from the District and the Association will review the contract with the administrative staff and building representatives.

Article 3: Work Year

A. Work Year

1. Except as provided in Section A4, the member's work year shall be based upon 190 days, to include five (5) paid holidays (Labor Day, Veterans' Day, Thanksgiving Day, Presidents' Day, and Memorial Day), up to 180 student contact days, a minimum of six (6) work days, and up to three (3) in-service days at the elementary and middle school level, up to four (4) in-service days at the high school level and up to two (2) pre-service days for all levels.

2. The work/in-service days shall include:

a. In-service Days

Up to three (3) in-service days at the elementary and middle school level and up to four (4) in-service days at the high school level.

Up to two (2) pre-service days at the beginning of the school year for all levels.

An in-service or pre-service day is an eight (8) hour day for which the agenda is established by the state, District administration, or local school administrators.

b. Work Days

A minimum of six (6) work days. A work day is an eight (8) hour day which maximizes time for members to deal with room preparation, grading, and other activities related to the primary purpose of the work day.

i. A minimum of two (2) work days at the beginning of the school year. One of the two days may be "flexed" to two (2) four-hour uninterrupted blocks, not including a thirty (30) minute duty free lunch, if mutual agreement is reached by Principal and site council. During the in-service days at the start of each school year, the District will not require any meetings during the two (2) member work days.

ii. Four (4) work days for members whose schools are on the quarter system to coincide with the end of each grading period. Each work day shall be scheduled, by the District, as one full day without students.

c. Conference Days

i. A minimum of the equivalent of three (3) days for elementary and middle schools (K-8) and one (1) day for the high school shall be provided during the school year for parent conferences.

ii. Each conference day may be scheduled by the District as one full day or two half days. "Half-days" shall mean, for this purpose, at least three and

a half (3 1/2) hours without students. Time for conferences may be scheduled beyond the normal workday, but no longer than twelve (12) hours in one day. Time for conferences shall not exceed the total number of hours worked in a normal workweek, or portion thereof if less than a five-day workweek.

iii. Administrators shall communicate conference schedules thirty (30) days in advance of actual conference dates.

3. Part-time Members

Part-time members required to participate in full-time in-service activities shall be paid at their per diem rate (1/190).

4. Extended Work Year

a. High School Counselors

High School Counselors shall be placed by the District on a work year that consists of ten (10) additional days. The high school administrator and counselor will work out and agree to a work day calendar with the 10 additional days scheduled contiguous to the work year unless the counselor requests otherwise, and shall submit that calendar to Human Resources signed by the administrator and counselor.

b. Middle School Counselors

Middle School Counselors shall be placed by the District on a work year that consists of seven (7) additional days. The middle school administrator and counselor will work out and agree to a work day calendar with the 7 additional days scheduled contiguous to the work year unless the counselor requests otherwise, and shall submit that calendar to Human Resources signed by the administrator and counselor.

c. District Nurses

District Nurses shall be placed by the District on a work year of five (5) additional days. The administrator responsible for district nurses and the nurse will work out and agree to a work day calendar with the five (5) additional days scheduled contiguous to the work year unless the nurse requests otherwise, and shall submit that calendar to Human Resources signed by the administrator and nurse.

d. New Member Orientation

i. Members new to the profession shall work five (5) additional days for orientation. The five extra days may be scheduled before the contract year, on the non-contract October statewide conference day, or at the end of the school year. The District may also use one of these days to schedule a series of four 2-hour sessions after the contract day. A

calendar of all extended contract days/extended workdays shall be developed prior to the first orientation day and distributed to all new members. Payment for the five (5) orientation days shall be at per diem rate and made in a separate check available prior to September 1st.

- ii. The District shall require other members new to the District to work up to two (2) additional days for orientation at a rate of pay equal to their per diem rate (1/190).
- iii. The days for both members new to the profession and members new to the District shall be scheduled contiguous with the 190-day contract year.

5. Additional/Fewer Work Days

- a. Members who agree to work beyond the work year specified in Section A shall be paid, except as provided in Article 13: Extended Time Compensation, and Article 14: Extended Responsibility, at a prorated amount of their annual basic salary.
- b. Members who work less than the work year specified in Section A shall have their salary adjusted downward using the same daily rate of pay formula as specified above.

B. Emergency School Interruptions

- 1. Member attendance shall not be required when student attendance is not required because of District-wide emergency school interruption. If the District requires make-up of the lost day(s) for which it has instructed them not to report, then all members shall fulfill their regular duties on those days.
- 2. The District shall develop an inclement weather make-up calendar prior to the start of the school year and communicate possible make-up days to members at the start of the school year. However, members must be given a twenty (20) day notice prior to being required to work on any of these designated days (unless this occurs within the last twenty (20) days of the work year).

C. School Calendar Development

The Superintendent or designee shall notify the Association when the school calendar is being developed; thereafter, the Association may meet with the Superintendent to discuss the school calendar prior to the Board's consideration of the Superintendent's recommendations.

D. Student Achievement Teams (SATs) Collaboration

- 1. In an effort to support meaningful collaboration, with a focus on improving student achievement, elementary and middle school teachers will be provided with the equivalent of no less than seven (7) hours of the thirty-five (35) hours available for in-service and training to work in Student Achievement Teams (SATs).

2. In an effort to support meaningful collaboration with a focus on improving student achievement, high school teachers will be provided with the equivalent of no less than fourteen (14) hours of the forty-two (42) hours available for in-service and training to work in Student Achievement Teams (SATs).
3. The collaboration time provided for in items #1 and #2 above will not be scheduled during the August pre-service week.
4. In order to maximize effectiveness, collaboration time will be scheduled in no less than two (2) hour blocks, in reference to 3.D.1.
5. Teachers may schedule additional collaboration time depending on the needs of the individual school.
6. School administrators may schedule the collaboration time in a way that best meets the professional development needs of the school. Administrators will ensure that the hours identified for SAT collaboration are provided.
7. (All) SAT collaboration time throughout the year will focus on district strategic initiatives or school goals with a specific emphasis on student achievement. SAT teams are responsible for following established SAT protocols and are accountable to school administration for providing standards based artifacts that may include(;) teacher created artifacts, Common Formative Assessments, data reviews, lesson plans or similar items that demonstrate the work that was accomplished during the collaboration time.
8. For the purposes of this agreement, collaboration time is defined as time that teachers are working together in SATs with a specific focus (see item seven (7)) and for the purpose of improving instruction in order to positively impact student outcomes. Additional examples include the development of standards based instruction and/or assessments or the development and on-going monitoring of SAT group goals. In order to achieve this purpose, meetings will not be scheduled during collaboration time.

Article 4: Working Day

A. Working Hours

1. A member's normal working day shall be eight (8) continuous hours, including a continuous half hour duty-free lunch.
2. The working day for elementary school members (grade K-5) shall be a continuous period of no more than eight hours between 7:45 am and 4:05 pm. The working day for middle school members (grades 6-8) shall be a continuous period of no more than eight hours between 7:55 am and 4:15 pm. The working day for high school members (grades 9-12) shall be a continuous period of time of no more than eight hours between 7:15 am and 3:35 pm.
3. Each school shall set one work schedule within the time ranges specified above. Exceptions to the set school schedule on an occasional basis must be agreed upon by the member and principal as long as an eight hour working day is maintained. Exceptions to the set school schedule on a regular basis must be agreed upon by the member, the District and the Association.
4. On Fridays and on days before holidays, the winter break and spring break, days where there are required evening activities, and other exceptions as approved by the building administrator, members may leave as soon as the last bus has departed at the elementary level, and after the last teaching class at the middle and high school level.
5. The District and the Association recognize that education is a profession involving certain professional obligations; among these are: meeting with individual students and/or parents, as necessary and joint planning with staff, as appropriate.
6. Occasionally, members may be asked to participate in activities beyond the normal working day.
 - a. These may include back to school nights of an educational nature, elementary music performances and school programs, not to exceed three (3) activities in any given school year. Any additional requested attendance shall be compensated at the professional service rate.
 - b. These extended day requirements may only occur on scheduled contract days.
 - c. Members shall be given at least two weeks' notice before being required to attend an activity beyond the working day.
 - d. Faculty meetings shall be held during the working day.
 - e. Time for conferences shall constitute a total number of hours not to exceed those in a typical working week. Administrators shall communicate conference schedules 30 days in advance of actual conference dates.

7. Signing Out of the Building

- a. Members may sign out of the building when they do not have direct instructional or supervision duties. Members will use this time for unavoidable conflicts including, but not limited to, medical, legal and other appointments, travel arrangements, or care needs. This practice shall only take place if the District does not need to hire a substitute.
- b. Members may sign out the day before an end-of-grading-period work day (except the last work day of the contract year) for a professional on-call status for the following work day. The sign out must include a destination and a telephone number where the member may be reached during the day by an administrator, staff member, or parent. In an unusual circumstance, a member may be asked to return for an emergency building meeting. The member must have worked the day before the workday. The member shall use the eight-hour day to do student grading and perform other such professional responsibilities. The member may not use this time for any other activity. The District administration reserves the right to deduct the daily wage or deny future requests if any member abuses the process of being on-call.
- c. Members may not sign out of the building on the two work days at the beginning of the school year.

B. Duties:

Duties assigned during the working day to members shall not infringe upon their duty-free lunch period and/or planning and preparation time. Duty will be equitably distributed among members in the building. If a member has a concern about an assigned duty he/she should address the concern with the building principal who will respond within five working days. If a member is not satisfied with the response of the principal, he/she may appeal the decision to the Director of Human Resources-

C. Preparation Time

1. Elementary members shall be provided no less than one-hundred fifty (150) minutes of preparation time during student contact time in a five day week. No less than twenty-five (25) minutes of this time shall be provided on any full student day. The school administrator and member may mutually agree to modify the schedule assuming an approximate average of one-half (1/2) hour total preparation per day.
2. Elementary members shall be provided five (5) hours per week of planning time during non-student contact hours for the purpose of instructional planning. Students will not be released to the classroom more than fifteen (15) minutes prior to the start of instructional time.
3. Middle school members (grades 6-8) shall be provided one (1) continuous block of preparation time of 40 minutes, or the equivalent of one instructional period

per day, whichever is greater, during the student contact day for classroom preparation, with the exception of (1) up to four days per year for the purpose of assemblies/activities and (2) the building level State Testing Schedule. The State Testing Schedule will be determined by the building administrator in consultation with a joint committee of teacher members selected by content area and/or grade level and administrators at each building. The agreed schedule will be forwarded to the HR department and TTEA President 30 days prior to implementation. The teachers may reserve the right to limit student access to their classroom 15 minutes prior to the start of the instructional day.

4. High School Block periods will each be 90 minutes in length. Preparation time of 2/3 of a block period (continuous 60 minutes) will be guaranteed. The other 1/3 of the block period (30 minutes) may be administratively assigned with input from the Association. This additional 30-minute period shall be used for meetings or supervision duties only occasionally. For most of the week, this 30-minute period would be uninterrupted and free of additional duties or meetings. The District has the option to eliminate or change the High School block schedule to provide periods other than ninety (90) minutes in length. If the District makes this change then preparation time for teachers shall be one of the new "periods" in length pursuant to the District's new High School schedule. Periods will not be less than forty-five (45) minutes in length.
5. Preparation time is within the student contact day and is to be used by teachers to prepare for instruction. Members without teaching duties shall have an equal amount of preparation time to prepare for their job requirements. Members without teaching duties should use this time for independent work.
6. The District shall strive to schedule activities so as not to regularly require members to assume responsibilities for other classrooms during their preparation period. Members who are requested by an administrator or designee to teach a class during their preparation period and who thereby lose their preparation period that day shall receive pro rata salary for the loss of the preparation period.

D. Meetings

1. Each school will establish a meeting calendar at the beginning of the school year. The proposed calendar will be reviewed to ensure that elementary members receive the required amount of planning time. Any member who has a concern about the meeting schedule should address that concern with the building principal. If a resolution cannot be reached, the member may appeal to the Labor-Management Committee. Required meetings such as faculty meetings and student achievement team meetings will not exceed 55 minutes per week, not including EBIS meetings, emergency stand up meetings, and IEP meetings. This does not include in-service days or pre-service days. No meetings will occur during the grading period and parent-teacher conference weeks, with the exception of EBIS, IEP, or emergency meetings.
2. The Superintendent or designee, if requested by the Association, will review with the Association a specific building's use of required meetings with regard to the number, their use, and the time spent. The purpose of this work is to make the

most effective use of members' time by minimizing those meetings where alternative communication structures (i.e., memos, circulating documents with check-off by each member, etc.) can be used to communicate information and announcements, and by making the most effective and productive use of meeting time, with an emphasis on instructional issues.

E. Time for Special Education Case Management

1. Members with a special education assignment shall be granted an extra preparation period (in a block of no less than thirty minutes) of at least two hours and thirty minutes per week.
2. Members with special education assignments shall not be required to supervise students during preparation time.
3. IEP/Student Plans:
In addition to contractually provided planning days, special education members may request up to four (4) days of release time, per year, for paperwork, conferences with parents, writing IEPs, scheduling IEP-related meetings, scheduling students and setting up instructional materials for students before the start of the school year. Such requests may be granted by the Director of Special Education who shall not unreasonably withhold approval.
 - a. Unused days will be placed into a pool and will be available to members through July 1 of each year. Individual members may request an additional day due to unforeseen circumstances which meet the criteria established in Section E.3 above. Such requests may be granted by the Director of Special Education who shall not unreasonable withhold approval after considering the number of days available in the pool.

F. Working Day for Itinerant Members

1. Preparation time shall not be used for travel time between work sites for members who are assigned to more than one (1) work site.
2. Itinerant members working .5 FTE or more shall have schedules that include no less than thirty (30) minutes for lunch, and sufficient time to travel to their assigned places of duty when traveling from one assignment location to another.
3. An itinerant member may request the Human Resources Director to review his/her schedule to ensure compliance with this Agreement.

G. Working day for Part Time Members

1. Members working less than full-time shall have a prorated amount of preparation time, based upon the member's percentage of full-time work. Part time members shall also have the same prorated amount of instructional minutes, student contact time, and preparation time. Part-time members with a special education assignment shall have a prorated amount of case management time.

2. Attendance time at meetings and activities beyond their normal workday shall be prorated for part-time members. Part-time members may be required to attend up to two meetings that are not contiguous with their workday, when given fourteen (14) day advanced notice. Part-time members shall also be required to attend after-hours events and conferences on a prorated basis.
3. A part-time member and his/her supervisor may mutually agree to have the member attend meetings and activities beyond the workday (e.g. conferences) on a full time basis. Additional work time for such meetings and activities shall be compensated on a per diem basis.

Article 5: Working Conditions

A. Job Descriptions

Job descriptions shall be maintained by the District for all bargaining unit positions. The Association shall be notified of the creation of new job descriptions and/or modifications of existing descriptions.

B. Class Size/Workload Review

1. The Board recognizes the importance of reasonable class sizes and workloads. Therefore the District will strive to set reasonable class sizes and be considerate of workloads. The District will also be thoughtful of the needs of students, the financial condition of the District, the building facilities available and special program needs as recommended by the District's administrative staff.
2. If additional responsibilities are assigned, the member may seek clarification from the supervisor as to priorities and responsibilities to be reduced or eliminated.
3. A member who believes his/her class size(s) or workload is unreasonable or inequitable may discuss the concern(s) with his/her principal. If the member is thereafter unsatisfied with the results of the discussion, the Association may bring the concern to the Labor-Management Committee.
 - a. School administrators will strive to balance inequities in the number of students assigned per class throughout the school year, within the constraints of the master schedule.
 - b. If inequities are created due to student mobility, administrators will address these issues through the placement of new students.
4. High School teachers should have no more than three (3) subject area preps in order to prevent the deterioration in effective teaching unless otherwise agreed to by the member for the life of the assignment. For example: Math, Geometry, Algebra and Fundamental Math each constitute one (1) prep, for a total of four (4) preps. Two (2) Algebra 1 classes on the other hand constitute one (1) prep. Effective teaching is diminished if a teacher must perform more than three (3) subject area preps.
5. For 2011-12 the District will not change the high school schedule. Beginning in the 2012-13 school year, the high school schedule would not be changed without 75% of TTEA members in the affected high school voting in support of a schedule change.
6. The District shall strive to limit the number of subject area preps for middle school teachers to no more than three (3). This limit shall not apply to elective programs.
7. The District will work to eliminate duplicate paperwork and to streamline workload whenever possible.

C. Safe Working Conditions

1. The District and Association agree to work together to discuss and problem solve concerns about workplace safety, appropriate classroom/meeting space for instruction, and support services for students. These topics shall be a standing item on the Labor-Management Committee Agenda.
2. The number of students enrolled in classes in which hazardous materials or equipment is used, e.g. science, industrial arts, etc., shall not exceed the number of students as prescribed by safety precautions that are jointly determined by the member and the building administrator.
3. The District shall identify procedures to be used to ensure that members who are assigned to work with or supervise students whose behaviors could present a safety problem are provided with information about known behavior problems of the students and access to advice about appropriate management strategies.
4. Members who have concerns about workplace safety issues shall notify the building administrator and/or school safety committee. If the member is not satisfied that his/her concerns have been addressed, the member may appeal to the Superintendent.
5. Current student information, to include IEP information, behavior plans, safety plans, and 504 plan summaries (as appropriate) shall be directly provided to students' teachers at the beginning of each school year. Teachers may access more detailed information about specific students based on procedures established in each building.
6. If a member has a safety concern based on the dangerous behavior of a student which could cause bodily harm or a health hazard to the member, the member should immediately report the concern to the building administrator, as well as the student's case manager (if applicable). The administrator shall consult with the member and shall intervene with a plan which addresses the stated concerns.
7. Principles will establish procedures regarding operation of the building in their absence. This procedure will be shared with staff by September 30th.

D. District Insurance

Upon inquiry, members shall be clearly informed of any change in property and casualty insurance policies.

E. Instructional Supplies and Equipment

The District will provide paper and District-adopted curriculum materials. The district recognizes the need to provide appropriate instructional supplies and equipment and will solicit member recommendations for such items when annual budgets are developed.

F. Lesson Plans for Time beyond the Member's Instructional Minutes/Responsibilities

Members shall only be required to provide lesson plans for classes/groups for which they provide direct instruction or directly supervise the instruction.

G. Handbooks

District and/or building handbooks shall comply with this Agreement and be consistent with District policy.

Article 6: Instruction

A. Academic Freedom/Controversial Issues

1. Members shall be protected from undue criticism or restraint which may interfere with their obligations to perform their prescribed teaching functions.
2. Teaching of controversial issues is an accepted procedure in appropriate subject matters and grade levels. However, this does not give a member the license to promote a particular point of view.
3. Members also have the obligation to use thoughtful judgment in approaching controversial issues. They shall:
 - a. Present varying aspects or sides of the issue;
 - b. Clearly identify a personal position;
 - c. Use care in selecting the types of materials used in studying controversial issues, provided the materials and/or discussion is relevant to the grade level and curriculum scope and sequence.
4. No new recording device shall be installed in a classroom unless initiated by the member.
5. Visitations of parents and patrons may be arranged and permitted within considerations for the requirements of the educational program, the orderly administration of the school and classroom, and safety and welfare of students. Visitors shall not be allowed to tape/videotape classroom visitations without permission.

B. Student Grades

No grade or evaluation given by a member shall be changed without the approval of the member, unless the student, parent(s), or legal guardian(s) file an appeal with the Principal.

1. Appeals shall be heard by a review panel. The panel shall consist of three (3) representatives. The first representative shall be appointed by the member; the second shall be the Principal. The third representative, who shall serve as the chairperson shall be a person mutually appointed by the member's representative and the Principal, unless the student and/or parent request to choose the third panel representative. If the student and/or parent make such request, the third panel member shall be a certified teacher or counselor from the same school and shall have no family relationship to the student and/or parent. If the student and/or parent appoint the third member, the Principal shall serve as chairperson.
2. The panel may change the grade, establish additional requirements or deny the appeal.

3. The panel's decision shall be final and binding and communicated to the member by the Principal.
4. If the member has left the District or otherwise is unavailable, the Association shall appoint the member's representative.

C. Student Discipline

1. The primary responsibility for student conduct rests with the members(s) responsible for the activity in which the student is involved. Thus, when, in the judgment of the member(s), a student's behavior in the school or on the school grounds is disrupting the instructional program, the member is authorized to send the student(s) causing the disciplinary problem to the Principal's office. If needed and/or requested, the administrator will discipline the student(s). The student may return to class when authorized by the Principal or designee. If the member requests a conference to discuss the problem, such a conference must be held as practicable.
2. When, in the judgment of the member, a student's behavior poses an imminent threat to the health, safety or welfare of others the member is authorized to send the student(s) causing the problem to the Principal's office. The student(s) will not be returned to the regular schedule of classes until a conference is held among the Principal or designee, the student, and/or parent(s) or guardian(s) (where possible), and the member.
3. Nothing herein shall be deemed to permit non-compliance with the I.D.E.A. reauthorization act and its regulations.

D. Use of Student Data

Student data may appropriately be used by a member or teams of members to inform instruction.

E. Student Placement

1. The regular education teacher, as a member of the IEP/504 plan team, will have input regarding the necessary modifications and accommodations including any resources, equipment and facility provisions to serve the student.
2. Any member of the IEP team who believes there is a need to review the student's placement or IEP services may call to reconvene the IEP team.

Article 7: Professional Growth

A. Conferences and Classes

1. A member may request release time from school to attend conferences or workshops, to visit other schools or to work on community projects. The request must be submitted to the Principal or appropriate supervisor.
2. A member may request release time from the regular working day during non-teaching hours to take accredited classes which are not available at other times.
3. In-service, workshops, and non-credit classes must have prior approval by the District office, and relate to the member's primary assignment.
4. Undergraduate Credit/Community College Courses
 - a. The District may identify undergraduate courses in an approved undergraduate program as having a high priority for the District, i.e., technology, foreign language, etc. Members with prior approval of a building administrator and the Human Resources Director may use tuition reimbursement funds for undergraduate courses or community college courses having relevance to the member's position/assignment.
 - b. Current members may apply to the District to have targeted courses counted as District Credit for the purpose of advancing on the salary schedule. Only courses taken after being employed by the District, and after the District has authorized their use for District Credit will count as District Credit.
 - c. Process: Members desiring to take identified undergraduate or community college courses and have those courses count for District Credit must submit the request in writing and have it approved prior to taking the course.
 - i. Written approval guarantees the use of available tuition reimbursement funds and the use of earned credits as District Credit for the purpose of salary advancement once the member demonstrates satisfactory completion of the course (B grade or higher).
 - ii. The member must submit a grade report or a verification from the instructor that the course was completed and a B grade or higher was earned.
 - iii. Courses taken under the terms of this article may not be taken pass/no pass.

B. Reimbursement for Non-Credit Classes

1. A member may access funds with building administrator approval from a pool of \$25,000 for non-credit classes. These non-credit classes do not apply for advancement on the salary schedule.

- a. To qualify the non-credit classes must relate to one of the following:
 - i. Major district/school curriculum emphasis for the current school year
 - ii. District/school staff development goals for the current school year
 - iii. Majority of the member's assignment for the current school year
 - iv. Member's personal/professional goals for licensure or advanced degree programs
 - v. Member's continuing professional development plan
 - vi. Other areas mutually agreed upon by the member and an administrator

C. Reimbursement for Graduate Credit

- 1. Each regular member shall be reimbursed in full for a maximum of three (3) approved quarter hours of credit each year, accumulative to the dollar amount equivalent to nine (9) credit hours in three (3) years according to the following schedule:

Tuition reimbursement amounts:

- a. State of Oregon public universities/colleges actual amount.
 - b. Private colleges/universities: an average of tuition rates for OSU, PSU, and U of O. This quarter term average will be converted to semester credits, if applicable.
 - c. Conferences for credit: out-of-state colleges/universities, actual rate or a total up to the average of OSU, PSU, and U of O as per above.
 - d. Members may apply these funds to tuition cost at higher education institutions outside the Oregon State System.
 - e. Reimbursement claims must be presented within three (3) months of the completion of a course, unless the member has not received record of completion.
 - f. Members who are not TSPC licensed may apply tuition reimbursement moneys with a maximum of five hundred dollars (\$500) per year, accumulative to fifteen hundred dollars (\$1,500) over a three year period, only toward fees/tuition for ongoing education required for continued licensure.
- 2. All reimbursement benefits available to full-time staff shall be made available to regular part-time personnel as follows:
 - a. Members working 3/4 or more of a working day shall receive full benefits.

- b. Members working 1/2 time or more but less than 3/4 of a working day shall receive half benefits.
 - c. Members working less than 1/2 of a working day shall not be entitled to benefits.
 - 3. College credits will be finally acknowledged when the official transcript and/or grade slip is filed with the Human Resource Department.
 - 4. A member terminating his/her employment will not be reimbursed for courses taken after the close of spring quarter of that contractual year.
 - 5. Credits submitted for reimbursement will be for classes directly related to the teacher's major assignment, a curriculum goal of the school or the District, or to address a training goal established jointly by the teacher and his/her supervisor.
 - 6. Members shall receive reimbursement within four (4) weeks after providing evidence of successful completion of the course work to the District Office.
 - 7. The District shall continue the use of vouchers for prepayment of tuition at Portland State University.
- D. The objective of the Professional Educator Fund (PEF) is to provide members money to individually allocate towards professional development, instructional supplies or school-related expenses, or personal business leave.
 - 1. An allocation equal to the cost of four (4) substitute days (plus FICA) shall be made available to each full-time licensed staff member for the purposes listed below. Less than full time members will receive a prorated amount of the Professional Educator Fund according to their assigned FTE.
 - a. With written approval from their supervisor and a written plan that outlines why additional funds are being requested and their intended use, members may receive an additional PEF distribution of up to \$400. This money may only be used to attend a national conference sponsored by a recognized educational organization, to purchase additional instructional technology or for reasons indicated in 2.a below. Requests for this additional money shall be limited to a total of \$20,000 annually.
 - 2. Permissible uses of the Professional Educator Fund include:
 - a. Fees for any professional training, workshops, purchase of related materials;
 - b. Tuition reimbursement after exhaustion of availability under Section B1;
 - c. Travel costs, lodging, meals, and substitute costs if a substitute is required associated with costs for Section D.2.a.
 - d. Professional membership not necessary for performance of job, but which enhances professional development;

- e. Instructional supplies and other school-related expenses of the staff member's choosing after review by their supervisor;
 - f. A maximum of one (1) day of personal business leave per school year. Personal business leave may be granted for legal, business, religious, household or family matters that require the member's absence during the school day. The category of leave request must be given. Personal Business leave shall not be used for activities related to a second business or occupation, recreation purposes, or to extend a vacation or holiday.
3. The member may use a portion of the Professional Educator Fund for substitute costs consistent with Sections D.2.a, D.2.c, or D.2.f. In such case the actual amount charged will be the actual cost of the substitute including FICA.
 4. Criteria for the use of the Professional Educator Fund will be developed by the Labor-Management Committee and approved by the Board. The Professional Educator Fund will be managed by the District Central Office who will review all applications against the established criteria and recommend approval or denial of requests.
 5. Members are responsible to turn in receipts for expenses charged to this account.
 6. If the District requires that a member participate in a professional growth activity, the District will pay all expenses and this amount shall not be deducted from the Professional Educator Fund. If this requested participation occurs outside the member's normal work hours and/or work year, the member shall be paid at his/her normal rate of pay.
 7. The amount will be prorated based on assignment FTE.
 8. The unused portion of funds may accumulate year to year, but can never exceed a total of seven (7) times the state daily substitute rate plus FICA.

E. National Board Certification

1. The District shall reimburse members for the National Board Certification for Teachers fee up to a maximum of \$2,500 for an initial or renewal certificate.
2. The District shall provide a one-time stipend equal to \$1,000 to members who attain National Board Certification. The District shall provide a one-time stipend equal to \$1,000 to members who successfully renew National Board Certification.
3. In addition to the reimbursement in Section E.1, the District shall provide up to two (2) days paid professional leave for up to two (2) years for candidates for their initial or renewed National Board Certification to prepare their portfolios.

4. The District shall provide the following resources each year during a two (2) year period for teachers seeking to gain or renew National Board Certification for Teachers:
 - a. Videotape production equipment and staff assistance;
 - b. Consultation with District content consultants and other District professional staff.

Article 8: Evaluation

A. Purpose

The purpose of evaluation is to aid the teacher in making continuing professional growth and to determine the member's performance of his/her job responsibilities (ORS 342.850(1)).

B. Evaluation System Development

1. The District shall develop an evaluation process in consultation with members appointed by the Association (ORS 342.850(1)). The Superintendent or its designee shall serve on the committee which consists of equal numbers of members and administrators. If the committee cannot agree on a chairperson, the Superintendent or its designee shall appoint a chairperson.
2. Evaluators must use the official evaluation document to evaluate members.
3. The District shall extend the same confidentiality protections to electronic evaluation files that it does to paper files.

C. Evaluation Procedures

1. The evaluation procedures shall be made available to all members prior to evaluation. If an evaluation handbook is not adopted by the start of a school year, the handbook evaluation procedure will not be implemented for thirty (30) calendar days after distribution to members. The procedures shall include;
 - a. Job descriptions and performance standards which include but are not limited to, items in the job description (ORS 342.850(2)(A));
 - b. A pre-evaluation interview at least one (1) day before the formal observation (unless mutually agreed by the member and principal) which includes, but is not limited to, the establishment of performance goals for the member, based on the member's input, and based on the job description and performance standards (ORS 342.850(2)(B));
 - c. Written criteria for performance (ORS 342.850(2)(C)); and
 - d. A post evaluation which discusses the results with the member (ORS 342.850(2)(D)).
2. Formal classroom observations will be at least thirty (30) minutes in length unless mutually agreed upon by the principal and member. Formal classroom observations shall not be conducted in areas of misassignment.
3. Informal observations shall be a minimum of five (5) minutes in length.
4. Evaluators shall share observation notes (formal and/or informal) with the member within five (5) work days.

5. Formal evaluations shall be made in writing. No part of the evaluation shall be based upon complaints that are not processed through the complaint procedure in Article 23: Complaint Procedure.
6. Evaluators shall be District administrators.
7. Evaluation Criteria

In accordance with ORS 342.850(2)(C), the District will adopt objective criteria for evaluating members.
8. A member may attach a rebuttal to any observation or evaluation report.

D. Evaluation Cycle

1. Probationary Members: Formal evaluations shall be made annually after a minimum of two (2) formal observations and other information developed by the District (ORS 342.850(1)) from informal observations related to performance standards and licensed job descriptions. A second formal observation shall be conducted no sooner than five (5) working days after the post-observation conference of the previous formal observation. Probationary members shall receive at least two (2) observations per year by March 1.
2. Contract Members: Formal evaluations shall be made at least every other year after a minimum of one (1) formal observation and other information, as indicated in Section D1, developed by the District unless the member is participating in a District approved alternative evaluation cycle. Participation in alternative evaluation cycles shall be voluntary. The principal may remove a member from an alternative evaluation cycle at any time.
3. If the number of formal observations exceeds two (2) per year for contract members or four (4) per year for probationary members, the principal shall notify the member of the reasons for the increase in observations and shall conference with the member and discuss the reason(s). This discussion may occur as part of a post-observation conference. If the member then requests a written statement of the reason(s), the principal will provide the member with that written statement describing the principal's reasons, concerns, and recommendations for improvement, if applicable. This requirement may be met by the principal's written observation notes and/or post-observation conference summary.
4. A copy of the summative evaluation shall be given to the member within ten (10) working days of its completion. The summative evaluation will not be given to the member following the last working day in June unless reasons beyond the control of the member or the administrator prohibit meeting such deadline. In such cases, the evaluation will be given to the member as soon as can be arranged.

5. If the member's summative evaluation is not completed by the last working day in June, a letter will be placed in the member's personnel file which simply states that the member's performance met or exceeded District standards for that year unless the principal has notified the member in writing of concerns by May 1, which would extend the evaluation cycle into the next school year.
- E. Plan of Assistance (Also called Programs of Assistance for Improvement)
1. A Plan of Assistance may be a part of the evaluation process. A Plan of Assistance will be developed by the evaluator with the aid of the member, if the member's deficiencies are deemed by the District to be serious enough to warrant such help.
 2. Definition: A "Program of Assistance for Improvement" means a written plan for a contract teacher that with reasonable specificity:
 - a. Helps teachers adapt and improve to meet changing demands of the Oregon Educational Act for the 21st Century in ORS 329 if applicable;
 - b. Identifies specific deficiencies in the contract teacher's conduct or performance;
 - c. Sets forth corrective steps the contract teacher may pursue to overcome or correct the deficiencies;
 - d. Sets forth the specific assistance to be provided by the District;
 - e. Establishes the assessment techniques by which the District will measure and determine whether the contract teacher has sufficiently corrected the deficiencies to meet District Standards;
 - f. Sets a timeline for improvement;
 - g. Identifies what will occur if the program of assistance is or is not met.
 3. The member will have the right to representation during meetings concerning the development of a Plan of Assistance and during all subsequent meetings regarding the plan. The member and representative, if any, will have an opportunity for input prior to finalization of the plan. The member may submit a rebuttal statement indicating disagreement with any aspect of the plan and such statement shall be added to the member's Plan of Assistance file.
 4. Normally, no more than three (3) categorical deficiencies, for example classroom management, instructional techniques and parent communication shall be listed in any one (1) Plan of Assistance.
 5. Timelines will vary in length, dependent upon the type and kind of deficiency diagnosed. Normally, no Plan of Assistance will extend more than twelve (12) months without revision. Every Plan of Assistance shall involve a review conference at least every four (4) months excluding summer.

6. If the teacher fails to correct deficiencies identified under the Plan of Assistance, the District may;
 - a. Redefine and/or extend the Plan of Assistance;
 - b. Change the member's evaluation status;
 - c. Recommend termination or non-extension of employment; or:
 - d. Withhold salary increments for that year. Salary increments may be withheld for more than one (1) year if the teacher is again placed on a Plan of Assistance. If the teacher satisfactorily corrects the deficiencies noted in the Plan of Assistance, the District may reinstate the withheld increments.

Article 9: Sick Leave

A. Definition

“Sick Leave” means the illness or injury of an immediate family member, or absence from duty because of a member’s illness or injury which prevents the member from working during the normal contract year.

B. Accumulation

1. Accumulation of Sick Leave shall be pursuant to ORS 332.507. The District shall allow ten (10) days sick leave at full pay for each school year or one (1) day per month employed, whichever is greater.
2. Sick Leave not taken shall accumulate for an unlimited number of days. The District shall permit a member to take up to seventy-five (75) days Sick Leave accumulated in other Oregon districts. The accumulations shall not exceed that carried by the most recent employing district. However, the transfer of Sick Leave from another Oregon district shall not be effective until the member has completed thirty (30) workdays in this District.
3. For purposes of determining retirement benefits, the District shall permit a member to transfer an unlimited number of days of unused accumulated Sick Leave from another Oregon district employer.

C. Sick Leave Bank

1. Purpose: To provide members with additional Sick Leave coverage when their own extended illness (more than 5 days) or complications from an extended illness exhausts their accumulated Sick Leave.
2. Membership: Membership in the Sick Leave Bank shall be optional. Members who choose to join the Bank must contribute one half (1/2) day earned personal Sick Leave to the Bank in order to become members. The one half (1/2) day contributed to the Bank shall not be retrievable for use as a half day of Sick Leave.
3. Administration: The Association, with assistance from the District’s Payroll Department shall be responsible for recording membership, setting the enrollment dates, maintaining all Sick Leave Bank records, and developing necessary forms. There shall be an open enrollment period for all members to join the Sick Leave Bank at least once a year. Once a member joins the Sick Leave Bank they cannot leave and then re-enroll. The Sick Leave Bank Committee shall be responsible for the administration of other aspects of the Bank. The Committee shall be composed of three (3) members appointed by the Association. The Committee shall have the following authority: a) Review applications from the members; b) make grants from the Bank, c) determine if the annual membership contribution should be made and d) other duties that may be required to administer the Bank.

4. Criteria for grants from the Sick Leave Bank: Members of the Bank can apply for grants under the following conditions:
 - a. The member must have used all accumulated Sick Leave.
 - b. The member must have used all Personal Leave.
 - c. The member must not be eligible for lost time compensation under Workers' Compensation.
 - d. The member must have presented the Committee with a physician's statement of illness and other documentation as required by the Committee.
5. Grants from the Bank: The Committee may grant up to forty-five (45) days from the Bank to any one member. The Committee shall notify applicants of Committee action within five (5) working days after receipt of the application. The actions of the Committee shall not be grievable or subject to appeal.
6. Bank reserve: The Sick Leave Bank reserve shall not total more than one hundred five percent (105%) of the total number eligible members as certified by the District's Payroll Department. If the Sick Leave Bank Committee determines the annual membership contribution would exceed the reserve maximum in any year, the Committee may not require enrolled Sick Leave Bank Members to contribute a half day to the bank.
7. Reports: The District shall upon request provide the Association copies of records accounting for the accumulation and use of Sick Leave in the Bank.

D. Workers' Compensation

Sick Leave may be used to make up the difference between regular salary and the benefits received under the Oregon Workers' Compensation law. A member's Sick Leave will be charged for only the pro rata portion paid by the District.

E. Notification of Accumulated Sick Leave

On the first regular school day of each year, and in each monthly paycheck, each member will be given a written accounting of his/her use and accumulation of Sick Leave.

F. Doctor's Certification

A doctor's certification may be required provided that it complies with the law.

G. Maternity

Women affected by pregnancy, childbirth or related medical conditions or occurrences shall be treated the same for all employment related purposes, including receipt of benefits under the benefits programs, as other persons not so affected, but similar in their ability or inability to work by reason of physical condition and nothing in this section shall be interpreted to permit otherwise.

H. Parental Leave

The District shall grant members the use of their accrued Personal Leave and Sick Leave for up to twelve (12) weeks during the year following the birth of a child or adoption or foster placement of a child under 18, or a child 18 or older if incapable of self care because of a mental or physical disability (includes leave to complete the legal process required for foster placement or adoption). Parental leave shall be administered in accordance with OFLA.

Article 10: Paid Leaves

Temporary non-accumulative leaves of absences with full pay each school year are as follows:

A. Floating Holiday

Each member will have one floating holiday each year. Licensed Discretionary Fund/Professional Educator Fund/Floating Holidays cannot be used to extend a holiday (except for religious leave). If the circumstances are beyond the member's control to schedule the event, he/she may appeal to the Labor-Management Committee for review.

Members who do not use the floating holiday will be paid 80% of the state daily substitute rate on June 30, or the date of the last payroll of the year, whichever is earlier. Less than full time members will receive a prorated amount according to their assigned FTE.

B. Personal Leave

Each member will have one (1) day of personal leave per school year. Personal leave may be granted for legal, business, religious, household or family matters that require the member's absence during the school day. The category of leave request must be given. Personal leave shall not be used for activities related to a second business or occupation, recreation purposes, or to extend a vacation or holiday.

Members who do not use the personal leave day(s) will be paid 80% of the state daily substitute rate on June 30, or the date of the last payroll of the year, whichever is earlier. Less than full time members will receive a prorated amount according to their assigned FTE.

C. Emergency Leave

One day (1) day of non-accumulative paid leave per school year is available for unforeseen circumstances which necessitate immediate action by the member and which cannot be accomplished outside of work hours. Requests for such leaves shall be submitted through the building principal with as much advance notice as possible under the circumstances and must state the reason for the leave. If at all possible, a member on leave under this paragraph shall leave complete lesson plans for the substitute teacher.

D. Religious Leave: Members may use their floating holiday and/or Personal Business Leave for religious observances. The District and the member may mutually agree to arrange for members to work alternate days or work schedules to accommodate their religious observances. Requests for such alternative work schedules shall be made to Human Resources.

E. Family and Medical Leave

1. Family and medical leave will comply with State and Federal leave laws.

2. Members may use their accumulated sick leave for absence due to FMLA/OFLA eligible serious health conditions of family member that requires the member's care under any FMLA/OFLA constraints. Immediate family shall be defined as including the member's spouse/partner, children, step-children, parents, grandchildren, grandparents, parents-in-law, and step-parents.
3. The District shall grant leave benefits to domestic partners (opposite sex or same-sex domestic partners) under the same FMLA/OFLA constraints as spousal benefits.
4. The District shall grant leave benefits if they are covered under OFLA/FMLA because the member is the victim or the parent or legal guardian of a minor who is the victim of domestic violence, harassment, sexual assault or stalking.

F. Bereavement

1. Three (3) days bereavement leave shall be granted in case of death and funeral of an immediate family member. An additional two (2) days may be granted by the Superintendent if out-of-state travel or extenuating circumstances exist. A member may take an additional five (5) days of leave per occurrence from the member's sick leave in accordance with OFLA. Bereavement leave is not accumulative.
2. For the purposes of this section immediate family is defined as follows:
 - a. Spouse, domestic partner (opposite sex or same-sex domestic partner);
 - b. Children, grandchildren or grandparents of member, spouse or partner;
 - c. Mother, father, or other person in loco parentis to the member, spouse or partner;
 - d. Brother or sister to the member or spouse/partner;
 - e. Step relatives and in-laws of the member or spouse/partner;
 - f. Other persons who have lived in the member's household as family members.
3. Two (2) days of bereavement leave shall be granted to attend the funeral of a close friend.
4. The bereavement leave provided in this section of Article 10 shall run concurrently with any bereavement leave mandated by state law.

G. Legal

If a member is subpoenaed from duty to appear in court or administrative proceedings as a party or witness or is called for jury duty (in a case in court), the District shall approve such absence without loss of pay if the member and/or Association has not initiated legal action against the District. Traffic court appearance will be allowed on a one-half (1/2) day basis. Unless otherwise mutually agreed, the jury or witness fees due the member for such services, with the exception of mileage and expense fees, shall be turned in to the Business Office. A copy of the subpoena or order shall be filed with the office. The member shall meet his/her job responsibilities as much as possible while serving such duty, and it shall be the member's responsibility to advise his/her supervisor of his/her daily schedule.

H. Military Leave

The District agrees to release time of up to fifteen (15) days for persons called into temporary active duty of any unit of the United States reserves or the State National Guard. The member shall be paid his/her regular pay in addition to any pay which he/she receives from the State or Federal government in accordance with ORS 408.290.

I. Association Leave

1. Up to a total of twenty-five (25) days shall be provided for members of the Association to attend conferences or conventions of its state and national affiliated organizations. Request for leave shall be made five (5) working days in advance, when possible. The Association President or designee must approve all Association Leave. The Association shall reimburse the District for the member's salary.
2. The District shall provide the Association with up to sixty (60) days release time for use by the Association. The Association President or designee must approve all Association Leave. The Association shall reimburse the District for salary costs of the substitute. Requests for the leave shall be made five (5) working days in advance, when possible. Approval shall be based on the on-site need of the member as determined by the Principal in consultation with the member.
3. The District will provide leave records which will be verified by the Association President quarterly prior to billing.
4. The Association President shall be released up to and including one hundred percent (100%) of the time from District assigned duties and responsibilities. Such leave arrangements must be cooperatively developed with the President, his/her supervisor and the Human Resource Department. The Association shall reimburse the District for the total (if 100%) or pro rata cost of salary and PERS, FICA, and insurance benefits of the Association President.

J. Good Cause

Other leaves of absence with pay may be granted for good reason as determined by the District.

Article 11: Unpaid Leaves

A. General Provisions for Unpaid Leaves

1. Members who desire unpaid leaves of absence shall submit written requests to the Human Resource Department. The requests shall be in writing specifying the reason for the leave and the beginning and ending dates of the leave. Such leaves, including Section A2, shall be without pay or benefits except as provides herein.
2. Extension, renewal, or modification of unpaid leave may be granted upon the member's written request to the Human Resource Department.
3. Members on leave shall notify the Human Resource office by March 1 prior to the beginning of the next school year, unless another date is specified by the Human Resource office, of their intent to return from leave.
4. All benefits to which a member was entitled at the time the leave of absence commenced, including seniority, unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored upon return from leave as fully as if the leave had never been taken and the member shall be assigned to the same or a comparable position.
5. Upon return from Professional Study Leave, Political Leave, Association Leave, or International and Federal Leaves, members shall be placed at the same position on the salary schedule as they would have been had they worked in the District during such period.
6. Members on leave of absence shall be permitted to continue group insurance coverage and shall pay premiums in advance of the due date on a monthly basis to the District at their own expense. In the event that a member is injured on the job and is entitled to Workers' Compensation, the District will continue to pay the insurance premiums for a maximum of six (6) months.

B. Short-Term Unpaid Leaves

1. A leave of less than thirty (30) days may be granted at the discretion of the Superintendent or designee.
2. Unpaid Personal Leave: Members who have additional unpaid leave needs may take up to five (5) days of unpaid leave per year with District approval. Criteria for the use of unpaid personal leave will be developed by the Labor-Management Committee and implemented by the Human Resource Department. While on such unpaid leave, benefits to which the member is entitled under the terms of this Agreement, including District paid insurance coverage, shall continue.

C. Long-Term Unpaid Leave

1. Professional Study Leave: A leave of absence of up to one (1) year may be granted to members, upon application, for the purpose of career development which is reasonably related to their professional responsibilities.
2. Political Leave: A leave of absence not to exceed two (2) years may be granted to member upon application for the purpose of campaigning for, or serving a public office.
3. Oregon Education Association and National Education Association Leave: A leave of absence of either one (1) or two (2) years (as determined by the term of office) shall be granted to any member, upon application, for the purpose of serving as an officer of the Oregon Education Association or the National Education Association if a qualified replacement is available. Additional time may be granted on mutually agreeable terms.
4. International and Federal Leaves: A leave of absence may be granted to members, upon application, for the purpose of participating in exchange teaching programs in other states, territories or countries; foreign or military teaching programs; the Peace Corps, Teachers Corps, or Job Corps as full-time participants in such programs; or cultural, travel, or work programs related to the professional responsibilities; provided such members state an intention to the District.
5. Military Leave: After paid military leave is exhausted in accordance with Article 10: Paid Leaves, Section H: Military Leave, unpaid military leave shall be granted any member in accordance with state and federal law.
6. Family Medical Leave: Federal and State Family Medical Leave and Parental Leave will be administered according to statute. Upon request, a member who has exhausted any available paid leave shall be granted unpaid leave to the extent of any Federal or State leave act entitlements. During this period of leave, health insurance premiums shall be paid by the District to the same extent as prior to the leave, where required by FMLA.
7. Personal Health and Family Hardship Leave: Members may be granted leaves not in excess of one (1) year in length for rest, restoration of health or the alleviation of hardship involving themselves or their immediate families. Personal Health and Family Hardship Leave will not be granted to seek other employment as a teacher. If it is found that a member has taken full-time employment during the time on Personal Health and Family Hardship Leave, this leave and any other will be terminated.

Article 12: Pay Practices

A. Salary Schedules and Index

1.
 - a. As of September 1, 2015, a 3.00% increase over the 2014-15 schedule.
 - b. As of September 1, 2016, a 2.75% increase over the 2015-16 schedule.
 - c. All increases shall apply to Article 14: Extended Responsibility.
2. The salary schedule(s) and index for members are attached to this Agreement as Appendix A and B and by this reference incorporated herein. This salary schedule(s) and index shall be the official salary schedule(s) and index for all members in the bargaining unit and shall not be deviated from, except through mutual written consent of the District and the Association.
3. Members, who work less than full-time, will be paid at a pro rata portion of the full time salary.
4. Members, who are granted extended contract work beyond the normal work year, shall be paid at their normal per diem rate for each additional day (or portion thereof), except as provided in Article 13: Extended Time Compensation.

B. Salary Placement

The column (educational attainment) and step (experience) for new members will be determined given the following criteria:

1. Prior experience in another district will be accepted toward placement on the salary schedule. One hundred thirty-five (135) days of continuous teaching in the same position will count as one (1) year of teaching experience. The teaching position must be no less than one-half (1/2) time of a full-time teaching equivalent.
2. All experience in Tigard-Tualatin School District will be accepted for advancement on the salary schedule provided it meets the requirements of Section B1.
3. Column placement will recognize all graduate course work that comes from an accredited institution and that qualifies for credit toward a graduate degree, or advanced degree recorded in the personnel files. Graduate credit does not require enrollment in a graduate program or intent to earn a graduate degree.

C. Column Advancement

1. Licensed members may submit an official transcript showing completion of graduate course work that comes from an accredited institution and that qualifies for credit toward a graduate or advanced degree. Graduate credit does not require enrollment in a graduate program or intent to earn a graduate degree. These credits may qualify them for advancement in column placement on the salary schedule. Transcripts turned in on or before October 5 will qualify for

retroactive pay to the beginning of the work year. Transcripts turned in on or before May 5 will qualify for retroactive pay to April 1.

2. If the indicated date falls on a weekend, the transcript must be submitted by the Monday following the indicated date. Pay for retroactivity may be included in the first check after advancement or distributed over the remaining monthly checks for the contract year.
3. In instances where the university is not able to provide an official transcript, the member may file a letter signed by an authorized official of the university to verify completion of the course work. The official transcript will be filed with the District as soon as available.
4. The District may identify undergraduate courses in an approved undergraduate program as having a high priority for the District, i.e., technology, foreign language, etc. Current members may apply to the District to have targeted courses counted as District Credit for the purpose of advancing on the salary schedule. Only courses taken after being employed by the District, and after the District has authorized their use for District Credit will count as District Credit.

Process: Members desiring to take identified undergraduate courses and have those courses count for District Credit must submit the request in writing and have it approved prior to taking the course.

- a. Written approval guarantees the use of available tuition reimbursement funds and the use of earned credits as District Credit for the purposes of salary advancement once the member demonstrates satisfactory completion of the course (B grade or higher).
- b. The member must submit a grade report or a verification from the instructor that the course has been completed and a B grade or higher was earned.
- c. Courses taken under the terms of this article may not be taken pass/no pass.

D. Deductions

The District agrees to deduct from the salaries of the members as requested by the member within the mechanical limits of the District's Accounting Department:

1. Premiums for approved insurance programs
2. Payment to approved financial institutions
3. Contributions to United Way, Tigard-Tualatin Education Foundation, or OEA Foundation
4. Tax shelter compensation matters
5. The District will automatically set up a 125 contribution plan for members who must contribute to their health care premium costs.

E. Authorization

Written authorizations shall continue in effect from year to year unless revoked in writing. A new authorization form must be submitted for any changes in deductions which the member desires to have made. These deductions shall constitute a service for the member and as such are not subject to claims, suits, orders or judgments brought against the district. Any errors as a result of the District's bookkeeping shall be corrected by the District upon notice from the affected member.

F. Notification of Error or Omission

Any member whose paycheck is less than normal due to an error or omission by the District shall receive an advance in the amount of the proper adjustment within two (2) working days of a written request by the member.

G. Misplacement on Salary Schedule

1. Errors or omissions made by District personnel which result in misplacement on the salary schedule to the disadvantage of a member shall be made retroactive for up to three (3) years.
2. Errors or omissions made by a member which result in misplacement on the salary schedule to the disadvantage of the member shall be retroactive to the beginning of the school year in which the error or omission is discovered and reported to the Human Resource Department.
3. Errors or omissions made by District personnel which result in misplacement on the salary schedule to the disadvantage of the District shall be retroactive to the beginning of the school year and shall be settled by negotiations with the member so as not to cause undue hardship on the member.
4. Errors or omissions made by a member which result in misplacement on the salary schedule to the disadvantage of the District shall be retroactive for up to two (2) years. The pay back schedule shall be settled by negotiations with the member so as not to cause undue hardship on the member.

H. Step Increment Eligibility

1. Members who work in a bargaining unit position for one hundred thirty-five (135) days in a school year shall be advanced one step on the appropriate salary column the following year until the stated maximum has been reached except as provided elsewhere in the Agreement.
 - a. Those who are employed full-time for one-half (1/2) year or more.
 - b. Those who are employed half-time or more, but less than full-time, provided such employment is for at least one hundred thirty-five (135) days during the regular work year.

2. Where a member works during a given school year on a schedule involving some full-time employment and some half-time or more employment, and where such service during the school year is interrupted by an approved leave of absence, eligibility for a step increment the following school year shall be met where the days worked with the District in that school year total the equivalent of ninety five (95) full days or more.

I. Salary Checks

1. Salary checks shall be paid on the 25th of each month or the last working day prior to the 25th. Checks for the summer will be available on the last working day after all requirements have been fulfilled.
2. Members electing to have their checks sent monthly during the summer break may initiate the request at the Payroll Department prior to June 1. The checks will be mailed June 25, July 25, and August 25.
3. Members have the right to elect to be paid separate checks paid in a lump sum for the work, such as Extended Responsibility. If elected, lump sum payment will be made on or after completion of the assignment in December, March, or May.

J. Retirement Contributions

1. With respect to all professional compensation earned for services, the District shall cease withholding from the member's monthly salaries the six percent (6%) employee contribution required by PERS (ORS 238)/OPSRP (ORS 238a), and shall "pick up," the six percent (6%) employee contribution required by PERS (ORS 238)/OPSRP (ORS 238a).
2. The full amount of required member contributions "picked up" and paid pursuant to this section shall be considered as "salary" with respect to PERS for the purpose of computing a member's "final average salary" within the meaning of ORS 238.005(8), but shall not be considered "salary" for the purpose of determining the amount of employee "final average salary" and shall also be considered as "salary" for the purpose of determining the amount of employee contribution required to be contributed pursuant to state law.
3. In the event that during the life of this Agreement it becomes impossible for reasons of law, regulation, or decisions of the courts for the District to pay the employee contributions to PERS/OPSRP on behalf of employees as described above, then:
 - a. Six percent (6%) shall be added to the base salary and the salary schedule shall be recomputed on the same index to be effective prospectively;
 - b. The District shall be relieved of its obligation to pay the six percent (6%) employee contribution required by ORS 238/238a.

Article 13: Extended Time Compensation

Except as provided elsewhere in the Agreement, work outside of the regular eight (8) hour day and regular work year is voluntary and must be pre-approved. This work shall be paid as follows:

A. Per Diem Rate

1. Extended Contract Service

Except where otherwise designated, members who complete Extended Contract service, approved in advance by the administration, shall have their pay calculated at 1/190 of their salary. Examples include but are not limited to:

- a. Summer school teaching;
- b. TOSA's working with new teachers before the school year begins;
- c. Extended contract year for Counselors and Media Specialists when performing their regular duties;
- d. Extended contract hours such as teaching an added class period;
- e. When required training is offered outside of the work day as an alternative to release from regular work day duties.

B. Hourly Rates

1. Professional Service Rate

If a member agrees to participate in professional service activities beyond the workday or work year, the member shall be paid an hourly rate equal to 1/8th of the per diem rate of step 7, column D of the salary schedule for the year the work occurs. Examples of professional service work include but are not limited to:

- a. Curriculum work performed during the summer;
- b. Curriculum renewal work performed after the work day;
- c. EBS and EBIS committee work performed outside of the work day or work year; and
- d. Voluntary training that takes place during the summer.

2. Supervision Rate (open gym, after school detention, am/pm supervision) shall be paid at an hourly rate equal to 1/8th of the per diem rate of step 5 column D multiplied by .55 (55%) of the salary schedule for the year in which the work occurs.

3. Driver Education Rate shall be paid at an hourly rate equal to 1/8th of the per diem rate of step 5 column D of the salary schedule for the year in which the work occurs.

4. Middle School Activity Rate shall be paid at a rate equal to $1/8^{\text{th}}$ of the per diem rate of step 5 column D of the salary schedule for the year in which the work occurs. Middle school intramural athletic activities shall also be compensated at the middle school activity rate.
 - a. Members with prior approval of the Principal may conduct intramural athletic activities for students which are in addition to the regular school program.
 - b. Intramural advisors will generally supervise activities consistent with a class size of twenty-five (25).
5. Moving Rate shall be paid at an hourly rate equal to $1/8^{\text{th}}$ of the per diem rate of step 5, column A of the salary schedule for the year in which the work occurs.
6. Elementary School Activity Rate shall be paid at a rate equal to $1/8^{\text{th}}$ of the per diem rate of step 3 column D of the salary schedule for the year in which the work occurs. It is intended that this rate not be applied to any other activity.

Article 14: Extended Responsibility

A. Schedule Construction

1. The Extended Responsibility Placement and Salary Schedules are set forth in Appendix C.
2. Horizontal increments shall be five (5) percent of the first step in the classification.
3. If the District fully funds a sport/activity with assistants, it shall fund the head coach/advisor position as well as all assistants.

B. Requests for Placement or Movement on Extended Responsibility Schedule

1. A joint committee of six (6) members – three (3) designated by the Association and three (3) by the District – shall be formed to review requests for movement and placement on the Extended Responsibility Schedule. Recommendations, if any, shall be directed to the Superintendent and the President of the Association. The committee shall meet on an ad hoc basis as needed at the request of either party to this agreement.
2. Criteria for placement and/or movement will include:
 - a. Documentation presented by the member making the request;
 - b. A comparison of the position's placement on the schedule and responsibilities with comparable positions in the metropolitan area.
 - c. An evaluation of the request utilizing the current Point Classification System for athletics or a mutually agreed upon point classification system for co-curricular activities when completed. The parties agree to work on the co-curricular point classification system during the term of this agreement.
 - d. Recommendation of the Principal.
3. If a position is not included on the Extended Responsibility Schedule, then the District shall pay members for pre-approved extended time authorized to be paid in accordance with Article 13: Extended Time Compensation.

C. Assignments

The District will make every attempt to fill the Extended Responsibility assignments from members of the bargaining unit.

D. Extended Responsibility

Employment will not be contingent upon accepting Extended Responsibility assignments within the District and will not be used as a condition of continued employment.

If a member is to be removed from Extended Responsibilities for performance based issues prior to the completion date of the contract, there must be:

1. An evaluation conference with the member.
2. Sufficient time to correct deficiencies.

E. Compensation

Each member receiving Extended Responsibility pay for seasonal assignments shall have the option of receiving his/her pay in a lump sum (separate check) after the completion of the season (December, March or May) or over a twelve (12) month period.

F. Notification of Change of Assignment

The member will be notified as soon as possible when a decision is made to change an Extended Responsibility assignment and, upon request of the member, the Administration will provide a written statement of reasons for the change. If the member is not satisfied with the written response, the member may request an informal hearing with the Superintendent for the purpose of reviewing the change of assignment.

G. Extended Pay for Post-Season Activity

1. Athletic Coaches

- a. Team Sports: Head coaches and assistant coaches will be paid an additional stipend for OSAA-sponsored state competition at the rate of ten (10) percent per week of the coaches' Extended Responsibility contract per week.
- b. Individual Sports: Head coaches and the coach of the participating athlete(s) will be paid an additional stipend for OSAA-sponsored state competition at the rate of seven (7) percent per week of the coaches' Extended Responsibility contract per week of actual competition when individuals or groups of athletes participate.

2. Non-Athletic Coaches:

- a. Post Season during the School Year: Non-athletic coaches/advisors involved in post season events will be paid an additional stipend at the rate of five (5) percent per week of the advisors' Extended Responsibility contract per week of actual competition.
- b. Post Season beyond the School Year: Non-athletic coaches/advisors involved in state competition beyond the school year will be paid an additional stipend at the rate of ten (10) percent of the advisors' Extended Responsibility contract per week worked.

H. High School Department Coordinators

High school department coordinators shall be allowed a maximum of four (4) days of substitute time plus stipend.

Department Coordinators:

- CE2
- Computer Network
- Fine Arts
- Foreign Language
- Guidance
- Language Arts
- Learning Specialist
- Math
- PE/Health
- Science
- Social Studies
- Vocational/Business

I. Expected Absences

Members who are expected to miss less than one-half (1/2) day of classes because of extended responsibility duties shall not be responsible for finding someone to substitute for them. Prior information of expected absences should be given to the Principal or designee who shall see that arrangements for a substitute are made.

Article 15: Insurance

A. Medical, Dental and Vision Insurance Premiums

The District shall contribute towards a monthly premium for the selected medical insurance plan (including dental and vision) for the member, spouse/partner and qualifying dependents on a composite basis:

1. Insurance Premiums

As of October 1, 2015, the District shall contribute \$1567.93 towards the monthly premium for the Association-selected medical, dental and vision insurance plan.

As of October 1, 2016, the District shall contribute \$1654.17 towards the monthly premium for the Association-selected medical, dental and vision insurance plan.

2. Members who select an insurance plan option that costs more than the District monthly contribution amount shall pay the difference between the total premium cost and the District contribution through a payroll deduction. All payments for out-of-pocket premiums owed by members will be paid through a District Section 125 plan.

3. Members who select an insurance plan option with premium costs below the District cap, receive 50% of the difference between the total premium cost and the District contribution. This money will be placed into a Section 125 plan including an HSA (for MODA Plan H and Kaiser Plan 3 participants). The 50% of the savings that is not paid to the member shall be returned to the District, as well as any unused portion of the member's 125 plan amount. This paragraph becomes null and void if the Association selects tiered plans.

4. Members may "waive" (not recommended) participation in group plans for medical, dental and/or vision coverage subject to insurance carrier's or OEGB rules and regulations; however, according to OEGB rules, members who waive insurance coverage may not receive unused District contributions in compensation, or in a Section 125 plan which includes an HSA (for MODA Plan H and Kaiser Plan 3 participants).

5. It is understood that the amount in Section A.1 is a maximum District contribution toward the medical, dental, and vision premiums. The District and the Association agree premiums shall include any administrative fees. Any administrative costs assessed by OEGB shall be considered to be part of premium costs for the insurance program and are subject to the same contribution limitations stated above.

B. Part-time Members

District contributions for insurance shall be computed for part-time members on the following basis:

1. Members working three-quarters time (.75 FTE) or more shall receive the full District contribution, as listed in Section A.1.
2. Members working one-half time (.50 FTE) or more but less than three-quarters time (.75 FTE) shall receive half the District contribution, as listed in Section A.1.
3. Licensed employees working less than one-half time (.50 FTE) shall not be entitled to any District contribution for insurance.

C. Insurance Committee

1. The District and the Association agree to convene an insurance committee composed of three persons appointed by the Association and three persons appointed by the District.
2. During the spring of each year, the committee will meet to recommend which programs shall be offered to members, beginning October 1 of each year. Members shall be insured through the Oregon Education Benefits Board's (OEBB's) plans unless required by law. The decision of the Association on choices of plans shall be final.

D. Statewide Insurance Pool

1. If the selected provider (OEBB unless another alternative is mutually agreed upon) does not offer composite rated plans, but only tier-rated plans, the District's medical, dental and vision contribution for all of the members of the bargaining unit shall be pooled. The insurance committee shall recommend and the Association shall have the final decision over what contribution from the pool shall be made on behalf of members choosing single, two-party, and full-family coverage.
2. Any member not eligible for insurance coverage under the OEBB or other selected carrier plan, shall not receive any District contribution.

E. Other Insurance Benefits

1. Long Term Disability (LTD): All members must enroll in and pay the premiums for LTD insurance plan. The LTD plan shall be chosen by the Association.
2. The District shall pay the premiums for Group Term Life Insurance of \$20,000 with \$40,000 Accidental Death and Dismemberment (AD&D).
3. The District shall provide an Employee Assistance Plan (EAP) that allows each member to refer themselves confidentially to the EAP provider. To protect confidentiality, any data that the provider transmits to the District shall be summary only.

F. Miscellaneous

1. Members retiring from the District under the Public Employee Retirement System (“PERS”) shall have the option provided by State statute to purchase insurance coverage through plans covering active members.
2. All insurance coverage shall be in effect for twelve (12) months. The District practice regarding the payment for insurance for members who are not on paid status for the entire contract year shall not change.

Article 16: Reimbursement Expenses

A. Purchase of Materials and Supplies

The District will reimburse members for reasonable expenses related to their employment. Usually such reimbursements require advance approval from an immediate supervisor. Pro rata reimbursements will be made when mutually agreed upon in advance by the member and supervisor.

B. Travel and Conferences

Expenses for in-state and out-of-state travel shall be reimbursed at rates established by the District for lodging, registration fees and meals for members on official District business. The District shall provide the Association with a District rate schedule at the commencement of each school year.

C. Mileage Reimbursement

The District shall provide a reimbursement for members for travel on behalf of the District or that is required as part of an employment assignment.

1. Members shall submit a reimbursement request to the Business Office and reimbursement shall be made within seven (7) working days after the request has been received.
2. Mileage shall be reimbursed at the maximum IRS automobile rate.

Article 17: Funding

The provisions of this section shall be suspended for the term of this Agreement.

Article 18: Transfers and Vacancies

A. Vacancies

1. A vacant position is a new or an existing position which has not been filled after a Principal has applied or determined not to apply Section F5: Intra-Building Classroom Transfers. A position temporarily filled 1) by a member returning from leave or layoff, or 2) by a member being reassigned due to enrollment decline. A new position is an added position to the building and/or department.
2. Posting of Vacancies
 - a. The District shall post all vacant and new positions. All postings shall be done on the District web page for a minimum of six (6) working days. No vacancy or new position shall be filled until after the required internal posting and all interviews have been completed. If the District web page is out of working order, posting announcements will be distributed to each building.
 - b. If a vacancy or new position occurs during the school year, an exception to the six (6) day rule of posting may be made during the week prior to Labor Day or if the Association President or designee authorizes the exception with a written approval.
 - c. Non-classroom positions include, but are not limited to, library/media specialists, counselors, learning specialists, reading specialists, staff development specialists, department coordinators, team leaders, coordinators, instructional leaders, talented and gifted specialists, English-As-A-Second Language, alternative education teaching positions, CE2 teaching positions, student assistance facilitators, community liaison, and activities director.
 - d. All known vacancies for the following work year shall be posted as they become available.

B. Interview

1. Any member who applies for a vacant or new position will be notified either verbally or in writing of the disposition of the application.
2. All members who meet the stated qualifications must be interviewed for any vacant or new position for which they apply unless the vacant or new position is with a Principal in the member's building to whom they have applied in the last four (4) years and within the same level (primary K-3; intermediate 4-5; middle 6-8; or high school 9-12) in the same department or with a Principal to whom they have applied in the last two (2) years if the Principal and member are not in the same building at the same time of the new application.

3. A member who applies for a vacant or new position may be compared with outside candidates.

C. Applications

Applications for vacancies, new positions, or for voluntary transfers will be made to Human Resources using the District's electronic application system. Any member who applies for a position will be notified of the disposition of the vacancy within six (6) calendar days after the position is filled.

D. Assignments

1. An "assignment" shall refer to the bargaining unit position in which a member is placed. A position shall include the grade level (elementary) and/or department (secondary), and/or specialty (e.g., special education, psychologist, speech therapist or librarian) and the building(s) in which the member is stationed.
2. All current members will be given written notice of their specific assignments for the forthcoming year not later than the last school day of the preceding school year. Members shall be notified in writing of any assignment changes that occur during the summer recess period.

E. Transfers

1. A "transfer" shall mean a change from a member's current assignment to a different assignment.
2. An "involuntary transfer" is one in which a member is transferred at the initiation of the District.
3. A voluntary transfer is one in which a member applies for and is selected to fill a vacant position.

F. Voluntary Transfers

1. A member may request a transfer from one building to another or to a vacancy or new position within a given building.
2. A member desiring to transfer voluntarily to another assignment for the following year may submit a written request to the District office on or before April 15.
3. The District shall consider all such voluntary transfer requests until May 15. If voluntary transfer requests are approved the transfer supersedes any posting requirement. If the request is denied, and if the member requests reasons, the Human Resources office must give a written reason for the denial within six (6) days after the member makes a request. The District shall take into consideration the following factors when making a voluntary transfer:
 - a. Contribution which the member could make to students in the new position.
 - b. Qualifications of the member (areas of competency).

- c. Improvement of the educational program.
 - d. Opportunity for professional growth.
 - e. Desire of the member regarding assignment or transfer.
 - f. Length of service in the District (other factors being equal, the length of service shall be the determining factor).
4. Vacancies for positions that occur after the May 15 transfer date shall be posted as per Section A.
 5. Intra-Building Classroom Transfers: Within the same building, exchange of classroom positions or classroom reassignments which are approved by the Principal shall be subject only to Sections D, F, G8 and H.

G. Involuntary Transfers

1. Involuntary transfers are those in which a member is transferred, on the initiation of the District.
2. Administrators shall first consider other options to involuntary transfer through the collaborative process.
3. When making an involuntary transfer due to enrollment changes, volunteers will first be requested and considered from among the staff members. Once a request for volunteers is communicated, members must respond within two working days in order to be considered. In the absence of volunteers, the member with the least seniority shall generally be transferred. This section does not apply to a reduction in force, but would apply to involuntary transfers after the reduction in force is completed. Transfer requests shall be considered during a reduction in force.
4. The Association shall be notified, in writing, of all inter-building involuntary transfers along with a written statement of reasons for such transfer.
5. In the event of an involuntary transfer, the affected member shall be promptly notified, in writing, of the reasons for the transfer. Notice will be given to the member as soon as a decision is made or at least ten (10) calendar days before the transfer, if possible. If requested, the member may meet with the Director of Human Resources to discuss the reason for the transfer. The member may respond in writing and have the response placed in his/her personnel file.
6. After a member is assigned or transferred, the member shall have the opportunity to visit the new school and interview with the receiving Principal. The District shall provide up to one (1) day release time for such a visit and interview if requested by the member.

7. Where financial loss shall result, such as loss of extended responsibility assignment, the District shall notify the member by June 1, if possible. The Principal shall give six (6) working days' notice to the member in advance of the meeting for the purpose of discussing change and mediating the financial loss.
8. No member shall be subject to an involuntary transfer more than two (2) times within any five (5) year period: a) to another building, b) between grade levels within the same building at elementary school, or c) between departments within the same building. Layoff provisions of Article 20: Reduction in Force/Layoff and Recall supersede this section. Involuntary transfers shall not count against the maximum when they result from the closure of a building, a change in the grade level configuration of a building or as a result of a disciplinary action against a member.

H. Moving Assistance

1. Members transferred after July 15 or at any time during the school year to a different class in a different school building, shall be given either two (2) student-free days or two (2) day's pay at moving rate. When the member and Principal jointly agree that they are needed, the member can be given up to three (3) student-free days or pay for three (3) days at the moving rate. The District shall transport the member's books, materials, and other belongings, as well as any classroom furniture, equipment, books and/or supplies that are designated to move with the member.
2. When the District initiates the need for a member to move between offices or classrooms the member shall be given one (1) day's moving rate. When the member and Principal jointly agree that an abnormal amount of classroom equipment needs to be moved, the member can be given up to two (2) student-free days or pay for two (2) days at the moving rate. The District shall transport the member's books, materials, and other belongings, as well as any classroom furniture, equipment, books and/or supplies that are designated to move with the member.

Article 19: Retiree Return to Work

- A. Members who retire from the District and seek to be re-hired for the remainder of the school year, will be notified of whether or not they will be re-hired within thirty (30) days after their letter of intent to retire and written request for re-hire are submitted to the District. Members may withdraw their letter of intent to retire and written request for re-hire within ten (10) days of said notification.
- B. Members who have retired from the District and have been rehired will be paid for the remainder of the school year in which they retire at the same salary schedule placement as prior to retirement. Thereafter, if selected for any additional employment, they will be placed on the salary schedule as a new hire, based upon Article 12: Pay Practices, Section B: Salary Placement.
- C. Members who have retired from the District effective after the first working day of a school year and rehired for the remainder of the year will be placed on temporary contracts. Any full-time contract for a subsequent school (fiscal) year will be a temporary contract unless the member re-enters the PERS system as an active member. If rehired on a part-time contract that will not exceed 1039 hours in a calendar year, the member will be rehired as a probationary employee.
- D. Members who have retired from the District and have been rehired for the remainder of that school year are not entitled to benefits provided in the following provisions of the Collective Bargaining Agreement:
 - 1. Article 7: Professional Growth
 - 2. Article 8: Evaluation
 - 3. Article 12: Pay Practices, Section J: Retirement Contributions
 - 4. Article 15: Insurance, unless not eligible for the District early retirement benefit under the "Evergreen Agreement."
 - 5. Article 18: Transfers and Vacancies
- E. Members who have retired from the District, who qualify for Early Retirement benefits, and are rehired for a subsequent school year are not entitled to the benefits in the following provisions of the Collective Bargaining Agreement
 - 1. Article 7: Professional Growth
 - 2. Article 12: Pay Practices, Section J: Retirement Contributions
 - 3. Article 15: Insurance unless not eligible for the District early retirement benefit under the "Evergreen Agreement."
- F. Members who have retired from the District and are qualified for the early retirement stipend and insurance coverage in the July 1, 2001 Early Retirement Evergreen Agreement shall receive such stipend and insurance coverage.
- G. Members who retire from the District, and who are subsequently re-hired by the District, shall be members of the bargaining unit provided they meet the eligibility requirements for bargaining unit membership in Article 2: Status of Agreement, Section C: Members. Dues will be prorated from members who work less than full time.
- H. Members retiring but returning to complete the year shall retain only the balance of the current year's sick leave allocation for use after re-hire.

Article 20: Reduction in Force/Layoff and Recall

In the event the District determines that an employee reduction-in-force is necessary, the procedure for such reduction shall be made in accordance with the Article and ORS 342.934.

- A. Members may be laid off as a result of any of the following:
 - 1. The District's inability to provide funds to continue its educational program at its anticipated level.
 - 2. The District's elimination or adjustment of classes or discontinuance of a particular service due to administrative decision.
 - 3. A reduction in student enrollment from anticipated enrollment large enough to warrant financial repercussions.

- B. Before any member is laid off, and in accordance with Article 18: Transfers and Vacancies, the District shall make every reasonable effort to:
 - 1. Transfer teachers of courses scheduled for discontinuation to other positions for which they are qualified.
 - 2. Combine positions in a manner which allows members to remain qualified so long as the combined positions meet the curriculum needs of the District and the competence consideration specified in Section D1g of this Article.

- C. In determining members to be laid off, the District shall:
 - 1. Determine whether members to be retained hold proper licenses to fill the remaining positions.
 - 2. Determine seniority of members to be retained, based on the first day of actual continuous service with the District and will include authorized leaves of absences. Extended contract days, extended responsibility days, and non-contracted substitute teaching assignments and days in excess of the regular number of days worked by teachers new to the District are not considered to be the start of the actual service. Ties shall be broken by drawing lots.
 - 3. Group members district-wide by licenses and/or endorsement areas according to Teacher Standards and Practices Commission (TSPC) current listing of "Subject-Matter Endorsements".
 - 4. Group members District-wide by specialized licenses assigned by TSPC and/or agencies other than TSPC. Examples may include:
 - a. School Nurses;
 - b. Speech and Language Pathologists;

- c. Child Development Specialists;
 - d. Occupational Therapists;
 - e. Physical Therapists;
 - f. Clinical Psychologists/Psychiatrists; and
 - g. Clinical Social Workers
5. Determine competence and merit of members within an individual status category, if necessary, under Section D1g of this Article. The status categories for the purpose of this Article are temporary, probationary, and contract.

D. Layoff

1. Reductions within each group, as described in Section C3 and C4 of this Article, will be made according to seniority on the following basis:
- a. Temporary members within the group will be reduced first.
 - b. If further reductions in force are made within that group, probationary members will be reduced next, unless (1) the probationary member possesses unique skills required for the instructional program and necessary to the District's operation and (2) the minimum skills and endorsements not presently available, or obtainable at the time of layoff from a contract member. The District and the Association may agree to extend the timeline to the first student contact day of the following school year. The District will determine whether remaining teachers have proper licenses at the time of layoff to fill remaining positions. As soon as the District reasonably anticipates the need to implement the exception stated in this provision, the District will give written notification to the Association President of the identity of the unique skill in the instructional program and the District operation to which the skill applies. Foreign language skills shall only be considered if the member is required to use the language as a necessary component of instruction such as in an immersion program.
 - c. If further reductions in force are made within that group, the reduction will be made from among the contract members remaining in that group.
 - d. Within a single status category of temporary, if the District desires to retain a member with less seniority than a member being released under this Article, the District shall determine that the member being retained has more merit or competence than the member with more seniority who is being released.
 - e. Within a single status category of probationary, if the District desires to retain a member with less seniority than a member being released under this Article, the District shall determine that the member being retained has more merit or competence than the member with more seniority who is being released.
 - f. Within the status category of contract, if the District desires to retain a member with less seniority than a member being released under this Article, the District shall determine that the member being retained has more merit or competence than the member with more seniority who is being released.

- g. "Competence" means the ability to teach a subject or grade level (K-5, 6-8, 9-12) or to perform the duties of a non-teaching position, based on recent (within the last 5 years) experience or educational attainments, or both, but not based solely on being licensed to teach a subject or grade level.
 - h. "Merit" is the measurement of one member's ability and effectiveness against the ability and effectiveness of another member. The measurement will be defined as the past performance of a member as determined by the written materials contained in the member's personnel file.
 - i. If a member is involuntarily reduced to part-time employment, the member and Superintendent or designee shall jointly develop a plan for re-training the member in order to maintain full-time employment, provided a suitable vacancy will be available and the member may reasonably be expected to become fully qualified for such vacancy.
 - j. The lack of Highly Qualified status shall not disqualify a member for retention if the member has taken the steps, as previously notified, to acquire Highly Qualified status for the position in question and signs an agreement to complete the remaining steps in a timely fashion.
2. Written notice of layoff will be given to member(s) and the Association President sixty (60) calendar days before a layoff. At the Association's request, the District will provide the Association President with a list showing seniority of District members and will, upon request, promptly notify the Association of changes in this list.
 3. The District shall provide paid insurance benefits for a laid off member for a period of at least three (3) months following the member's notice of layoff. Members laid off at the end of a school year shall not be entitled to additional benefits coverage beyond September 30 of that year. Members may continue group insurance coverage at their own expense during the twenty-four (24) months following the date of their layoff or according to the provisions of the carrier, whichever is longer. Payment shall be in accordance with the Collective Bargaining Agreement.
 4. An administrator shall retain status and seniority as a contract employee and voluntarily may return to teaching in a reduction-in-force situation. However, an administrator who was never employed as a non-administrative employee in the District shall not be eligible to become a non-administrative employee in the District if the effect is to displace a non-administrative contract employee.
 5. An appeal from a decision on reduction-in-force or a recall under this Article shall be by arbitration under the rules of the Employment Relations Board or by a procedure mutually agreed upon by the Association and the District. The results of the procedure shall be final and binding on the parties. The arbitrator shall confine his/her decisions to the issues which are determined by ORS 342.934.

E. Recall of a Laid-off Member

1. During the twenty-seven (27) months following layoff, members will be recalled in reverse order of layoff provided they possess an appropriate license and are competent for any open position. At the member's option, a member may be recalled to any open position provided that (1) no member currently holding an appropriate license for the position remains on the recall list; and (2) the member obtains an appropriate license by the first student-contact day of the following school year.
2. In the event of recall, the District will notify by certified mail, the Association President and the member at the last address given to the District by the member. A member will have ten (10) business days from the receipt of the letter to notify the District of an intent to return and must be able to return within twenty (20) calendar days from the date that the District receives the member's notice of intent to return. In the event a laid off member is recalled when he/she is employed by another District, he/she shall have sixty-five (65) calendar days to return to work. If released by the other school district the member shall return within five days of release. Failure of the member to meet the time limits above will be considered as resignation by the member.
3. A contract member within a group will be recalled first and shall retain the status obtained before the release.
4. A probationary member who is recalled shall have years taught for the District counted as if the employment had been continuous for purposes of obtaining contract status. A probationary member shall not acquire service toward contract status while on layoff.
5. Temporary members in a group may be recalled to temporary positions after a list of contract and probationary members in that group has been exhausted. Temporary members' recall rights apply only to openings in temporary positions within their group which occur during the period of time for which the member was originally contracted.
6. A full-time member on layoff may reject part-time job offers and will remain on the recall list and retain full-time status as long as the member's rejection of the part-time work does not result in the member obtaining additional unemployment benefits beyond what he/she would have received if the member had accepted the part-time work. A full-time member on layoff who accepts a part-time job offer, will remain on the recall list and retain full-time status. Members who are partially laid off (have reduced FTE) shall have recall rights to the portion of their position that was reduced. A part-time member on layoff may reject full-time job offers and not lose recall status.
7. All benefits to which a member was entitled at the time of layoff, including unused, accumulated sick leave will be restored to the member upon the member's return to active employment. The member will be placed on the salary schedule held at the time of layoff and given a step increment according to Article 12: Pay Practices, Section H: Step Increment Eligibility.
8. Members covered by this Article will be given consideration for substituting; such will not affect the member's recall rights.

Article 21: Member Rights and Responsibilities

A. Just Cause

1. Dismissal, non-renewal, non-extension or retention of contract, temporary and probationary members shall be governed exclusively by the provisions of the Accountability for Schools for the 21st Century Law, where applicable, and (with respect to probationary employees) the procedure set forth in Board Policy GCPD, as amended from time to time. Regular part-time members shall have their contract employees' status determined in accordance with Oregon Revised Statutes.
2. Discipline of a member (other than that described in Section A1) which results in oral or written reprimand, suspension or reduction of rank or compensation shall be with just cause and shall be subject to review under the grievance procedure. Enforcement of member discipline shall be fair. The specific reasons forming the basis for the discipline shall be made available to the member. Neither discipline nor evaluation shall be based upon complaints that are not processed through the complaint procedure in Article 23: Complaint Procedure. Evaluation is not a form of discipline. Reprimands shall be made privately and not in the presence of students, parents, unit members or members of the community.
3. Members not covered by the Accountability for Schools for the 21st Century Law who have been employed by the District for a period of not less than three (3) successive years and who have been reelected by the District after the completion of such three (3) year period for the next school year shall not be dismissed or non-renewed without just cause.
4. Members shall be suspended with pay until such time as the District has completed its investigation.

B. Criticism

Any negative criticism of a member or administrator shall be made only in private.

C. Personnel Files

1. Review of Files
 - a. Member personnel files are confidential and shall be open for inspection by the member, persons designated by the member and persons designated by the District. Members have the right to review and receive copies, at cost, of any materials that are made a part of the personnel file, except for confidential records used in the original hiring process.
 - b. The District and Association shall encourage members to review their personnel file at least once a year.

2. Member Receipt of Documentation

- a. The District shall send copies of all documentation not submitted by the member relating to the member's performance and standards to the member at the same time it places the same material into the member's personnel file. The District shall send this material to the member in an envelope marked "Confidential".
- b. The business forms such as Personal Data Sheets, Verification of License, Attendance and Service Record from previous employers will not be routinely sent to members.

3. Derogatory Material

- a. Derogatory material shall be reviewed and signed by the member before it is placed in the personnel file. Such signature does not necessarily indicate agreement with the contents thereof. The member will also have the right to submit a written response which shall be attached to the file copy.
- b. Any material in the personnel file which has not been signed by the member, except when the member refuses to sign, shall not be used to support the discipline or dismissal of the member.

4. Miscellaneous

The files shall contain all material relevant to a member's employment. The file shall be housed in the District office. The member will also have the right to submit a written statement relating to any of these matters and such statement shall be placed in the personnel file.

5. Working Files

The building Principal may maintain a working file on each member assigned to the building. When the building Principal is no longer assigned to that building, the working file may remain in the building if the complete file is reviewed by the out-going Principal designee and the member. If the member desires, he/she may include a response to any item in the working file. Upon request from the member the building Principal/designee will provide a copy of any materials in the working file to the member.

D. Association Security

Members shall have the right to join the Association and to assist and participate in its activities. Membership shall not be a condition of employment.

E. Personal Life

The personal life of members including but not limited to political beliefs and/or religious beliefs is not an appropriate concern of the District except where it can be demonstrated that the personal conduct at issue is adversely affecting the members' fitness for, or performance of, their assigned responsibilities.

F. Substitutes

The list of District substitutes will be available for review in each building.

G. Representation

1. Whenever a member is required to appear before any administrator or representative of the District concerning a matter which could reasonably result in the member's dismissal, non-renewal, non-extension, suspension, disciplinary action or being placed on a program of assistance for improvement, the member shall be advised of the nature and purpose of the meeting and of the member's right to have a representative of the Association present at the member's request. This notice shall be given twenty-four (24) hours in advance, if possible.
2. Denial of a member's request to have an Association representative present in a conference resulting in discipline or when being placed on a program of assistance for improvement may be asserted as one of the reasons why the action taken was not for just cause.

Article 22: Nondiscrimination

The Association and the District, in compliance with applicable state and federal nondiscrimination laws, affirm adherence to the principles of free choice and agree that they shall not discriminate against any member covered by this Agreement because of age, race, color, religion, sex, marital status, sexual orientation, disability, national origin, or membership or non-membership in the Association. The above list is not intended to be all-inclusive; other classifications are applicable based upon local, state and federal law.

Article 23: Complaint Procedure

A. Procedure

If a complaint is made against member to the Administration, a conference with the member shall be held under the following circumstances:

1. If the evaluating administrator intends to make a record in the evaluation report of the complaint.
2. If the administrator intends to place a record of such complaint in the member's personnel file, or take any other disciplinary action against the member.
3. If, in the administrator's judgment, such complaint is sufficiently relevant to the member's performance as to indicate the desirability of a conference.
4. If the member learns of a complaint and requests such a conference.

B. Conference

In any such event, the member will be notified (unless Section A4 applies) and a conference shall be held with the member within ten (10) days after the member requests it or the administrator receives a written complaint sufficiently serious to warrant action described in Section A. The administrator shall put in writing any oral complaint, if after the conference the administrator decides to use the complaint as described in Section A1 or 2. The administrator shall not be required to violate a confidence of a parent or student pertaining to the complaint until the complaint will be used as described in Section A1 and 2.

C. Miscellaneous

1. Void Complaints: Any such complaint which the Administration chooses not to discuss with the member shall be considered void, shall not be considered in the member's evaluation and shall not be used against the member in any subsequent action by the District.
2. The member has the right to representation at all meetings relating to this Procedure.
3. Only complaints that are processed according to this procedure and which the administrator has determined to be valid may be used on a member's evaluation.

D. Disposition

If the disposition of the complaint results in a record of its being placed in the member's personnel file and the member disagrees with the disposition, the member may submit a written statement setting forth the reasons he or she disagrees with the disposition and this statement will also be placed in the member's personnel file.

Article 24: General Provisions

A. Compliance

Any contract between the District and an individual member shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract with any individual member contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

B. Savings

If any provisions of this Agreement are declared by proper legislative, administrative or judicial authority to be unlawful or unenforceable, or by the inability of the employer to perform to the terms of the agreement all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

C. Modification

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

D. Strikes and Lockouts

1. Strike

Neither the Association, its officers or agents, nor any of the members covered by this Agreement will, individually or in concert, engage in or support during duty hours (work hours except duty-free lunch) strikes or any other interruption of work. In the event that any members violate this Article, the Association shall immediately notify such members in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties. Members who violate any of the provisions of this Article may be disciplined, including discharge.

2. Lockout

There will be no lockout of the members of the bargaining unit by the District.

Article 25: District Rights

It is recognized, except as expressly provided in this Agreement, the District shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the District in all its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services of the personnel by which such operations and services are to be conducted;

- A. To determine whether goods or services should be made or purchased;
- B. To hire, promote, demote, suspend, discipline, discharge or relieve members due to lack of work or other legitimate reasons;
- C. To make and enforce reasonable rules and regulations; and
- D. To change or eliminate existing methods, equipment or facilities. The District has the right to adopt new policies, administrative rules, or regulations, or revise existing policies, rules, or regulations, provided these policies are consistent with this Agreement, and applicable State and Federal laws.

Article 26: Association Rights

A. Public Information

1. The Association shall have access to all public information it requests.
2. The Association shall reimburse the District for actual costs incurred in the development and delivery of public information.

B. Association Meetings

1. The Association will be allowed to use any District building for Association meetings with prior notice to the principal, who will approve the request unless the meeting is to be held during the workday and interferes with already scheduled building use. The District may make a reasonable charge when special services are required beyond normal operations.
2. An Association representative may meet with individual members during non-student contact time with prior notice to the Principal, who will approve the conference unless it directly interferes with the members' assigned duties, Association representatives may meet with groups of members during their duty-free lunch periods.
3. Whenever an Association representative visits a District facility, the Association representative shall notify the facility office of his/her presence if someone is in the office.

C. School Equipment

1. The Association shall have the right to use the District office equipment such as typewriters, word processors, computers, calculators, duplicating and copy machines, audio-visual and other such equipment when it is not otherwise needed by District and with prior approval of the Principal or Superintendent or designee, as applicable.
2. The Association use of computers for Association purposes and access to data shall comply with Board policy in effect on the date of ratification. If this policy changes during the term of this Agreement the District shall consult with the Association.
3. The equipment will be used outside the member workday and the operators will be qualified.
4. The Association shall pay for labor, materials and supplies used and for reasonable repairs necessitated because of Association use.

D. Bulletin Boards

1. The District shall provide the Association with a bulletin board space in a faculty room in each building for use of the Association in communicating with members.
2. Such communications will be initialed by an Association officer or representative or identified as an official Association document.
3. The Association will send a copy of the material to be posted District-wide to the Superintendent or designee at the time it is sent to each building.

E. In-service

The District shall schedule two (2) hours of continuous time for Association use during the District's preschool in-service day. Every effort will be made to schedule this time between 8:00 a.m. and 12:00 noon. The Association will coordinate the time with the District to provide any unused time to the District.

F. Faculty Meetings

An Association representative shall be allowed to make brief announcements at all faculty meetings upon prior notification to the Principal.

G. New Member In-service

The Association shall have up to one (1) hour at a time determined by the District, to meet with new employees during the new employees' in-service day at the beginning of the school year.

H. School Board

1. The Association may suggest items of business to the Superintendent for the Board's meeting agenda by delivering the suggestions five (5) working days prior to the Board meeting.
2. The District shall provide the Association President and building representatives, through the interschool mail, with a preliminary agenda and approved Board minutes at the same time such is sent to the Board.
3. At the same time as the Board packets are sent or given to Board members, the District shall provide the Association President at school and mail to the Association office an advance agenda, Board minutes and a copy of the packet (exclusive of confidential information).
4. Copies of Board material for meeting (excluding confidential matters or matters for executive session) will be provided at the meeting unless a request based on the agenda is made to receive it at some time after the material is sent to the Board.

Article 27: Association Dues and Fair Share

A. Association Dues

Members may request in writing that regular Association membership dues and assessments be deducted from salary. Such authorization shall continue in effect until revoked in writing. A member may cancel the authorization between September 1 and October 1 of each year.

B. Fair Share

The District shall deduct an in-lieu-of dues payment from the pay of each member who is not a member of the Association. The total amount shall be the annual dues and assessments of the Association. A member who has not requested payroll deduction of Association dues and assessments or who has not certified to the District that he/she has paid dues and assessments directly to the Association shall be subject to the provisions of this section.

C. Notification

Request for payroll deduction or certification of direct payment of dues and assessments shall be made by October 1.

D. Deductions

1. The District shall deduct the full local dues and assessment from the September and October pay of each member and promptly remit the amount collected to the Tigard-Tualatin Education Association.
2. The District shall deduct one tenth (1/10) the state and national dues and assessments each month from November through August and promptly remit the amount collected monthly to the Oregon Education Association.
3. Deductions for members hired after the commencement of the school year shall be prorated so that the required amount will be deducted by August.

E. Information

1. The District shall provide to the Association each month the names of the members and the amount of dues and assessments or fees which have been deducted, Also, the District will provide the Association the names and payroll information for new members at the time of hire.
2. The Association will determine and notify the District of the amount of fees or dues and assessments to deduct annually and monthly for each member.

F. Hold Harmless

The Association shall hold the District harmless from any and all claims, suits, orders, or judgments against the District as a result of deductions made and transmitted under this Article, provided that the District gives timely notice of any claim to the Association, tenders to the Association the defense of the claim, and fully cooperates with the Association and its designated counsel in the defense of the claim.

Article 28: Labor-Management Committee

A. District-Wide Labor-Management Committee

1. Purpose: The Committee will advise the Association and District regarding problems in interpretation or implementation of the Agreement between the District and the Association, and to discuss general issues related to employment relations. Recommended changes to the Collective Bargaining Agreement must be ratified by the District and the Association.
2. Membership: The Committee shall consist of an equal number of representatives from the Association and the District. Each party will determine their own membership on the committee.
3. Meetings: The Committee shall meet at least quarterly or at the call of either party, at a mutually agreed to time and place.
4. Issues: The Committee and/or its sub-committee shall address the following as well as any other issues mutually agreed to by the parties:
 - a. Appropriate classroom/meeting space,
 - b. Safety concerns,
 - c. Class size/workload;
 - d. Unresolved issues from the building level; and
 - e. Streamlining workload/paperwork.

- B. School principals and building representatives are encouraged to meet as needed to resolve issues involving contract implementation in the building.

Article 29: Site Councils

- A. Participation for members on Site Councils shall be voluntary. Council members shall be selected as provided by law.
- B. If any aspect of a site council decision is contrary to the terms of the Collective Bargaining Agreement, Board Policy and/or Administrative regulations, that aspect will not be implemented unless an appropriate waiver is obtained from the Association President or designee and the Superintendent and/or Board Chairperson. If such a waiver is obtained, the Collective Bargaining Agreement, the Board Policy, and/or Administrative regulations will be deemed modified only to the extent necessary to implement this aspect of the program.
- C. The Collective Bargaining Agreement, Board Policy, and/or Administrative Regulations will remain in full force and effect and have full application to the members who are affected by a site-based decision making program.

Article 30: Grievance Procedure

The following grievance procedures shall apply to members. There shall be no restraint, interference, discrimination or reprisal exerted on any member or party of interest choosing to use such procedures.

A. Definitions

1. Grievance. A “grievance” is a contention or a claim by a member, group of members or Association of an alleged violation or improper application or interpretation of the provisions of this Agreement, School Board policies or administrative rules or regulations.
2. The Grievant. A member, group of members or Association who initiates a “grievance” as defined.
3. Policy. Policy includes any School Board, school District personnel and school building policy.
4. Immediate Supervisor. A person below the level of Principal who has the responsibility for immediate, direct supervision of members. Not all members have immediate supervisors and are, therefore, directly responsible to the Principal.
5. Day: Any day in which members are scheduled to work as a part of their regular employment.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise from time to time affecting members. Both parties agree these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.

C. Conditions

1. Time Limits and Supplemental Condition
 - a. If the initial request for a grievance is not made within fifteen (15) days of reasonable opportunity to have knowledge of the act or conditions on which the grievance is based, the grievance shall be considered waived. The parties may mutually agree in writing to extend timelines in order to work on informal solutions prior to filing a grievance.
 - b. Grievance procedures shall be processed as rapidly as possible. The number of days indicated at each step should be considered as maximum and every effort should be made to expedite the process. Under unusual circumstances, time limits may be extended by mutual consent of both parties.

c. Failure at any step of this procedure to communicate the decision in writing within the specified time limits shall permit the grievant to proceed to the next step. Failure of the grievant to appeal a decision to the next step within the specified time limit shall be considered acceptance of the decision rendered at that step.

2. Joint Grievance

If two (2) or more members have the same grievance, a joint grievance may be submitted and processed as a single grievance.

3. Year End Grievances

In the event that a grievance is filed at such a time that it cannot be processed through all the steps of the following procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in irreparable harm to the grievant, the time limits herein may be reduced so that the grievance procedure may be completed prior to the end of the school year or as soon thereafter as is practicable. If either party chooses, a year end grievance may continue over to the following year.

4. Representative Assistance for the Grievant

A member may have an Association representative or a person of his/her choice to represent him/her at each step of the procedure. The Association shall have the right to be present at all stages of the procedure and to state its position regarding the grievance.

5. Grievance Form

Grievances shall be submitted on an approved form. The grievance shall state the provision(s) of the contract, Board policy, administrative rule or regulation alleged to have been violated, the remedy requested, and shall be signed by the grievant.

D. Procedure

In cases where the immediate supervisor or administrator has no involvement in the circumstances giving rise to the grievance, the informal conference shall be held with the Superintendent or designee. If not settled, the grievance shall follow Step Two as it applies.

1. Step One

- a. Any member who has a grievance shall first try to resolve it with his/her immediate supervisor or Principal
- b. If, as a result of the informal discussion in (a), the matter is not resolved to the satisfaction of the grievant, the grievant shall set forth his/her grievance in writing to his/her Principal and/or his/her immediate supervisor within five (5) days after the informal discussion.

- c. A formal conference shall be held within five (5) days after the Principal receives the written copy of the grievance. The conference shall include the grievant, his/her representative, if he/she wishes, the Principal and the immediate supervisor, or a person of the Principal's choice. The Principal shall render a decision in writing within five (5) days following the conference.

2. Step Two

- a. If the grievance has not been resolved to the grievant's satisfaction after receiving the written decision from the Principal, the grievant may appeal in writing to the Superintendent within five (5) days of receiving the written decision from the Principal.
- b. The grievant may request non-binding mediation as an alternative to a Superintendent hearing. If the parties mutually agree to mediate, selection of a mediator will be made using the same process described in this article (Section F3) for selecting an arbitrator. The parties will schedule to meet with a mediator to attempt to resolve the grievance. In the event the parties are unsuccessful in resolving the dispute within twenty (20) days, then the grievant may appeal to Level E or F where applicable.
- c. If the parties do not mutually agree to mediate, the Superintendent shall grant a hearing within five (5) days after receiving the appeal, and he/she shall render a decision within five (5) days after the hearing.

E. School Board Hearing

1. Section E will apply exclusively to a grievance or that part of a grievance which alleges violation or improper application or interpretation of (a) provision(s) of School Board policies or administrative rules or regulations. Such matters will not be subject to arbitration.
2. If the action in Step Two fails to resolve the grievance to the member's satisfaction, the grievant may appeal to the Board within five (5) days after either (a) receipt of the Superintendent's decision or (b) an unsuccessful attempt to reach a mutually agreed-to resolution through mediation in Step Two.
 - a. The appeal must be in writing to the Board through the Superintendent's office. The matter will be heard at the next regular Board meeting which is scheduled at least five (5) days after the appeal is received by the Superintendent's office.
 - b. The Board will grant a hearing in public unless by law the grievance falls into one of the specific statutory exceptions in ORS 192.660 of the open meeting law. The hearing will include, but not be limited to, the grievant, his/her representative and/or legal counsel if he/she wishes, the Superintendent or designee and the immediate supervisor. The parties have the right to call witnesses and conduct cross examination, except in those unusual circumstances where the Board determines each party can fully present its position and receive a fair hearing without such procedures. The Board shall

allow each party to present its position on the need for such procedures before making such determination. A written decision of the Board shall be rendered within five (5) days of the close of the hearing.

F. Contract Arbitration

A grievance which involves the alleged violation or improper interpretation or application of a specific provision of the Agreement, and which is not subject to jurisdiction of the Fair Dismissal Appeals Board or any proceeding for dismissal, non-renewal or non-extension of contract, probationary and temporary members, may be submitted to arbitration under the following conditions:

1. All required steps provided for in the grievance procedure must first be exhausted by both parties.
2. Within twenty (20) days of the written decision in Step Two, the Association shall notify the Superintendent of its intent to submit the grievance to arbitration.
3. When such a request has been made, the arbitrator shall be selected from a list provided by the Employment Relations Board. The parties or their designated representatives shall determine by lot the order of elimination and, thereafter, each shall, in that order, alternately strike a name from the list and the seventh individual remaining shall act as the arbitrator.
4. The arbitrator so elected shall confer with the representatives of the District and the Association and hold hearings promptly and shall 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 proofs on the issues are submitted to him/her. The arbitrator(s) shall 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. Nor shall the arbitrator add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no power to substitute his/her discretion for that of the Board in any manner not specifically contracted away by the Board. Any decision of the arbitrator with his/her authority shall be final and binding on the parties.
5. The District and the Association shall share equally any joint costs of the arbitration procedure, such as the fee and expense of the arbitrator and the cost of the hearing room. The hearing will be conducted pursuant to the "Voluntary Rules" of the American Arbitration Association.

Article 31: District Nurses

A. Non-Bargaining Unit Work

If the District decides to employ a classified classroom nurse, the TTEA unit nurse shall coordinate and oversee the work of that nurse as appropriate. The TTEA unit nurse will remain the case manager for the student's medical needs. Each TTEA unit nurse shall bring to the supervisor's attention any situation in which the nurse has a question about priorities and use of work time.

B. Health Services

At the beginning of the work year, the District administrator responsible for District nurses will present to all the nurses the enrollment, special education or 504 files for students who will need skilled nursing services continually during the school day in order to be able to attend school. The nurses, in teams of 2-4, will work under the direction of the supervisor, to ensure that up-to-date doctor's orders are available and on file for each student, and to develop the medical protocols necessary for the student to receive services in the school setting.

C. Emergency Procedures

1. Procedures for emergency coverage for one-on-one nursing tasks for nursing dependent students normally covered by the OSEA Chapter 51 Classroom Nurse job description and/or normally performed by employees of Children's' Nursing Service (CNS) or other contracted nursing agencies are attached in Appendix E: Emergency Procedures for Nursing Dependent Students, and shall be incorporated into this Agreement.
2. If a district nurse misses his/her duty-free lunch or preparation time because of emergency nursing tasks, he/she shall be compensated at his/her per diem rate of pay for each hour or fraction thereof.
3. Each district nurse shall bring to the supervisor's attention serious health risk situations.

Article 32: Successor Agreement

A. Duration

This Agreement shall be effective as of its execution date and shall be binding upon the District, the Association, and its members, and shall remain in full force and effect through June 30, 2017.

B. Deadline

The parties agree to communicate with each other an intent to begin Collective Bargaining over a successor agreement no later than February 1 of the year in which this Agreement expires. Such notice shall suggest a date for an initial meeting to establish a bargaining format and timeline, including a date for an exchange of full and complete proposals. This "proposal" exchange shall be completed within forty-five (45) calendar days of the initial notification. Any agreement so negotiated shall be reduced to writing after ratification by the parties.

APPENDIX A-1

2015-2016

LICENSED SALARY SCHEDULE

Benefits include PERS pickup
Based on 190 contract days

Step	A	B	C	D	E	F
	BA	BA+24	BA+45	BA+60 MA	BA+80 MA+20	BA+100 MA+40
1	\$37,143	\$38,629	\$40,112	\$41,599	\$43,084	\$44,571
2	\$39,000	\$40,486	\$41,972	\$43,457	\$44,942	\$46,732
3	\$40,855	\$42,341	\$43,826	\$45,313	\$46,800	\$48,890
4	\$42,713	\$44,201	\$45,685	\$47,170	\$48,656	\$51,053
5	\$44,572	\$46,055	\$47,542	\$49,026	\$50,511	\$53,211
6	\$46,428	\$47,913	\$49,398	\$50,885	\$52,371	\$55,372
7	\$48,285	\$49,769	\$51,255	\$52,742	\$54,229	\$57,531
8	\$50,142	\$51,626	\$53,113	\$54,598	\$56,083	\$59,693
9	\$51,997	\$53,485	\$54,970	\$56,455	\$57,940	\$61,851
10	\$53,855	\$55,341	\$56,827	\$58,314	\$59,798	\$64,013
11	\$55,714	\$57,198	\$58,684	\$60,171	\$61,657	\$66,172
12	\$57,570	\$59,056	\$60,543	\$62,028	\$63,513	\$68,333
13	\$59,428	\$60,915	\$62,400	\$63,886	\$65,372	\$70,492
14			\$64,255	\$65,741	\$67,227	\$72,653
15			\$66,114	\$67,598	\$69,084	\$74,812

APPENDIX A-2

2016-2017

LICENSED SALARY SCHEDULE

Benefits include PERS pickup
Based on 190 contract days

Step	A	B	C	D	E	F
	BA	BA+24	BA+45	BA+60 MA	BA+80 MA+20	BA+100 MA+40
1	\$38,164	\$39,691	\$41,215	\$42,743	\$44,269	\$45,796
2	\$40,072	\$41,599	\$43,127	\$44,653	\$46,177	\$48,017
3	\$41,979	\$43,506	\$45,032	\$46,559	\$48,087	\$50,234
4	\$43,888	\$45,416	\$46,941	\$48,467	\$49,994	\$52,457
5	\$45,797	\$47,321	\$48,849	\$50,374	\$51,900	\$54,674
6	\$47,705	\$49,231	\$50,757	\$52,285	\$53,811	\$56,895
7	\$49,613	\$51,138	\$52,665	\$54,192	\$55,720	\$59,113
8	\$51,521	\$53,046	\$54,573	\$56,099	\$57,625	\$61,334
9	\$53,427	\$54,956	\$56,481	\$58,007	\$59,534	\$63,552
10	\$55,336	\$56,863	\$58,390	\$59,918	\$61,443	\$65,773
11	\$57,246	\$58,771	\$60,298	\$61,825	\$63,352	\$67,992
12	\$59,153	\$60,680	\$62,208	\$63,734	\$65,260	\$70,212
13	\$61,063	\$62,590	\$64,116	\$65,643	\$67,170	\$72,431
14			\$66,022	\$67,549	\$69,076	\$74,651
15			\$67,932	\$69,457	\$70,983	\$76,870

APPENDIX B

2015-2016

LICENSED SALARY INDEX

Step	A BA	B BA+24	C BA+45	D MA BA+60	E MA+20 BA+80	F MA+40 BA+100
1	1.000	1.040	1.080	1.120	1.160	1.200
2	1.050	1.090	1.130	1.170	1.210	1.258
3	1.100	1.140	1.180	1.220	1.260	1.316
4	1.150	1.190	1.230	1.270	1.310	1.374
5	1.200	1.240	1.280	1.320	1.360	1.433
6	1.250	1.290	1.330	1.370	1.410	1.491
7	1.300	1.340	1.380	1.420	1.460	1.549
8	1.350	1.390	1.430	1.470	1.510	1.607
9	1.400	1.440	1.480	1.520	1.560	1.665
10	1.450	1.490	1.530	1.570	1.610	1.723
11	1.500	1.540	1.580	1.620	1.660	1.782
12	1.550	1.590	1.630	1.670	1.710	1.840
13	1.600	1.640	1.680	1.720	1.760	1.898
14			1.730	1.770	1.810	1.956
15			1.780	1.820	1.860	2.014

APPENDIX C-1

EXTENDED RESPONSIBILITY PLACEMENT SCHEDULE

<u>LEVEL RANGE</u>		<u>ACTIVITY</u>	<u>LEVEL RANGE</u>		<u>ACTIVITY</u>
HS	M	ADVISOR - CLASS	HS	E	SOCCER
HS	I	ADVISOR - FBLA	HS	B	SOFTBALL
HS	M	ADVISOR - GRADUATION	HS	E	SPEECH
HS	M	ADVISOR - HONOR SOCIETY	HS	F	STUDENT ACTIVITIES
HS	M	ADVISOR - OSSOM	HS	F	SWIMMING
HS	M	ADVISOR - PACK/LINK	HS	H	TENNIS
HS	B	ATHLETIC COORDINATOR	HS	A	TRACK
HS	J	AUDITORIUM MANAGER	HS	E	VOLLEYBALL
HS	L	AUXILLARY COACH	HS	F	WATER POLO
HS	B	BASEBALL	HS	B	WRESTLING
HS	A	BASKETBALL	HS	I	YEARBOOK
HS	E	CHEERLEADER			
HS	J	CHILD CARE COORDINATOR	MS	N	ADVISOR - CLUB
HS	F	CROSS COUNTRY	MS	N	ADVISOR – STUDENT ACTIVITIES
HS	F	DANCE TEAM			
HS	H	DIRECTOR OF MUSICAL	MS	N	ADVISOR WEB
HS	I	DPT COORD A (10+FTE)	MS	G	COORD AFTER-SCHOOL ACTIVITIES
HS	K	DPT COORD B (6-9.9 FTE)			
HS	M	DPT COORD C (1-5.9 FTE)	MS	J	DRAMA
HS	A	DRAMA	MS	I	MUSIC - BAND
HS		DRAMA ASST (70% of A-1)	MS	I	MUSIC - ORCHESTRA
HS	A	FOOTBALL	MS	I	MUSIC - VOCAL
HS	H	GOLF	MS	I	DIRECTOR OF MUSICAL
HS	L	JAZZ BAND	MS	Q	OUTDOOR SCHOOL
HS	B	MUSIC - BAND	MS	L	PUBLICATIONS
HS	G	MUSIC - GUITAR	MS	L	STUDENT COUNCIL
HS	H	MUSIC - ORCHESTRA			
HS	D	MUSIC VOCAL	ES	O	ADVISOR - CLUB
HS	H	NEWSPAPER	ES	I	MUSIC
HS	G	ROBOTICS			

Athletics Assistant Coaches:

Varsity Assistant = 70% of head coach salary range for that sport as listed above

Junior Varsity = 68% of head coach salary range for that sport as listed above

Freshman = 62% of head coach salary range for that sport as listed above

Assistant Coaches/Advisors for Co-Curricular Activities = 70% of head coach salary range as listed above

APPENDIX C-2

2015-2016

EXTENDED RESPONSIBILITY SALARY SCHEDULE

Step	1	2	3	4	5	6
A	5625	5906	6185	6468	6749	7031
B	5262	5529	5790	6052	6320	6581
C	4900	5144	5391	5634	5880	6121
D	4535	4762	4989	5215	5439	5666
E	4174	4381	4591	4801	5007	5216
F	3811	3999	4192	4382	4573	4764
G	3451	3621	3795	3966	4136	4307
H	3085	3239	3394	3547	3702	3855
I	2722	2858	2993	3129	3265	3401
J	2361	2477	2595	2714	2831	2948
K	1998	2095	2196	2296	2397	2493
L	1633	1713	1796	1877	1957	2039
M	1270	1334	1399	1462	1524	1585
N	905	951	995	1042	1088	1130
O	703	762	797	835	867	905
P	546	572	598	627	653	682
Q	366	382	399	416	438	456

APPENDIX C-3 2016-2017 EXTENDED RESPONSIBILITY SALARY SCHEDULE

Step	1	2	3	4	5	6
A	5780	6068	6355	6646	6935	7224
B	5407	5681	5949	6218	6494	6762
C	5035	5285	5539	5789	6042	6289
D	4660	4893	5126	5358	5589	5822
E	4289	4501	4717	4933	5145	5359
F	3916	4109	4307	4503	4699	4895
G	3546	3721	3899	4075	4250	4425
H	3170	3328	3487	3645	3804	3961
I	2797	2937	3075	3215	3355	3495
J	2426	2545	2666	2789	2909	3029
K	2053	2153	2256	2359	2463	2562
L	1678	1760	1845	1929	2011	2095
M	1305	1371	1437	1502	1566	1629
N	930	977	1022	1071	1118	1161
O	722	783	819	858	891	930
P	561	588	614	644	671	701
Q	376	393	410	427	450	469

Appendix D: Definitions

1. Per Diem: 1/190 of the contracted salary.
2. Elementary: K-5, unless otherwise noted.
3. Middle: Grades 6-8.
4. High: Grades 9-12.
5. Prep Time: Non-student contact time within the student contact day.
6. Planning Time: Time outside of the student contact time which is used for instructional planning by the member.
7. Work Day: An eight (8) hour day with maximized time for members to deal with room preparation, grading, and other activities related to the primary purpose of the work day as set forth in advance by the administration.
8. Working Day: A contracted day paid at the per diem rate.
9. In-service Day: An eight (8) hour day for which the agenda is established by the State, District administration, or local school administrators.

Appendix E: Emergency Procedures for Nursing-Dependent Students

These procedures are meant for rare emergency situations in the event that the nursing-dependent student arrives at school without an agency nurse. They are not meant for ongoing services. Two district nurses shall be identified for each nursing-dependent student to perform the tasks below (one for Nurse A and the other for Nurse B).

A. Back up team – Nurse A and Nurse B

1. School front office calls Student Services to alert them that student is at school without an agency nurse.
2. School front office calls district nurse A to alert him or her that student is at school without an agency nurse.
 - a. Nurse A heads to school.
 - b. Nurse A contacts his or her other schools and district Nurse B alerts them of situation.
 - c. Student Services contacts agency (CNS) to determine where agency nurse is and if/when a backup nurse will arrive.
 - d. If agency is unable to produce a nurse, Student Services calls private back-up nurse to see if he or she is available.
 - e. Student Services calls Nurse A to let him or her know status of agency nurse and if back-up agency or private nurse is coming and when they can be expected.
 - f. Nurse B stands ready to cover Nurse A schools in the case of an emergency.
3. School front office keeps student in office until Nurse A (or agency nurse) arrives.

Nurse A arrives at school and calls parents to alert them that agency nurse is not at school and of status of nurse services (after Student Services has called with this information).

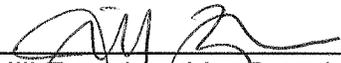
4. Nurse A takes student to class and observes medical condition of student while in class until agency nurse, backup nurse, or parents arrive.
 - a. Nurse is not responsible for bathrooming and instruction of student.
 - b. Nurse A may perform the task according to acceptable and prevailing standards of safe nursing care, or despite the completion of training and shadowing in performing skilled nursing tasks needed by a student, Nurse A determines that she/he cannot perform the task within her/his OSBN scope-of Practice at that moment Nurse A will call 911.
 - c. Nurse A may also call 911 in the event of medical emergency.

**IN WITNESS WHEREOF, THE PARTIES HAVE
EXECUTED THIS AGREEMENT**

THIS 4 day of February, 2016

TIGARD-TUALATIN SCHOOL DISTRICT NO. 23J

BY



Jill Zurschmeide, Board Chair



Ernest Brown, Superintendent



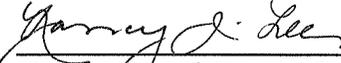
Maureen Wolf, Board Vice Chair

TIGARD-TUALATIN EDUCATION ASSOCIATION

BY



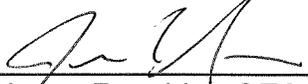
Al Spencer, TTEA President



Nancy Lee, OEA UniServ Consultant



Scott Herron, Bargaining Chair



Jesse Reschke, OEA Uniserv Consultant

Memorandum of Agreement
Between
Tigard-Tualatin School District 23J
And
Tigard-Tualatin Education Association
Elementary Daily Schedule

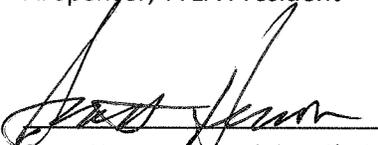
In recognition of the impact on teacher planning time caused by increasing the instructional day by fifteen (15) minutes at the elementary level, the Tigard-Tualatin School District (District) and the Tigard-Tualatin Education Association (Association) mutually agree to the following:

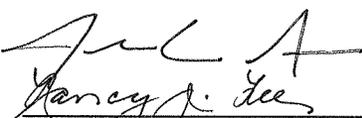
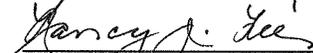
1. The elementary instructional day will increase by 15 minutes per day. Each school shall set one work schedule within the time ranges specified in Article 4, Section A.2. Exceptions to this set schedule will be in accordance with Article 4, Section A.3.
2. The overall working day for elementary school members (grades K-5) will not be impacted by the increased instructional time and will continue to be a continuous period of no more than eight hours between 7:45 am and 4:05 pm as specified in Article 4, Section A.2.
3. The master schedule at each school will include a five minute transition period between each specials session. A sample specials schedule is included as an attachment with this Memorandum of Agreement in order to demonstrate how the transition periods may fit into the master schedule.
4. PE and Music Specialist will teach up to nine sessions of single homeroom classes each day -
5. In accordance with Article 4, Section C.2, elementary members shall be provided an increase to five and one quarter (5.25) hours per week of planning time during non-student contact hours for five out of six weeks for the purpose of instructional planning. On EBIS meeting weeks, members will be provided 4.75 hours of planning time.
6. In order to maximize teacher planning within the time available, and maintain the essential functions accomplished during staff meetings and EBIS meetings, each school's required meetings such as faculty meetings and student achievement team meetings, will not exceed a total of 55 minutes per week, not including EBIS meetings, emergency stand up meetings, and IEP meetings. This does not include in-service days or pre-service days. Each school will complete a Planning Time and Meeting Audit every September. The purpose of this audit is to ensure that the planning time requirements specified in this MOA are maintained and that teachers clearly understand their commitments related to required meetings. The results of the audit will be shared with TTEA building representatives and will be submitted to the Director of Elementary Programs and the TTEA President for review. IEP meeting commitments are in addition to the obligations outlined in this MOA.

7. This MOU will begin with the 2016-17 school year and will be in effect for the duration of the contract.

For the Association:

 2-4-16
Al Spencer, TTEA President Date

 2-4-16
Scott Herron, Bargaining Chair Date

 2/4/16
 2/4/16
Nancy Lee/Jesse Reschke, OEA Date

For the District:

 2-4-16
Ernie Brown, Superintendent Date

 2-4-16
Wanda Hennelly, Director- Human Resources