

2014-18 Negotiated Agreement

Between

Tillamook School District #9

And

Tillamook Education Association

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PREAMBLE

This agreement is entered into between the Board of Education on behalf of the Tillamook School District No. 9, Tillamook, Oregon, herein referred to as the "Board" or "District," and the Tillamook Education Association, hereinafter referred to as the "Association."

The intent of this Agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours and conditions of employment for licensed personnel included in the bargaining unit.

ARTICLE 1 – RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all licensed teacher personnel under contract with the Board and on a Board-approved leave of absence. Such representation shall cover all teachers assigned to newly created teaching positions unless the parties agree in advance that such positions are principally supervisory and administrative. Such representation shall exclude: superintendent, assistant superintendent, and supervisors as defined by ORS 243.650 (23) as well as substitutes and temporary teachers. Notwithstanding, any temporary teacher hired under a temporary contract, for 95 working days or longer will be considered a member of the bargaining unit.

- B. The term “teacher” when used hereinafter in the Agreement shall refer to all licensed teachers represented by the Association in the bargaining or negotiating unit as above defined.

ARTICLE 2 – NEGOTIATIONS PROCEDURES

- A. If either party wishes to open negotiations for a successor contract, written notice of its intent must be given to the other party by January 15 of the calendar year in which this Agreement expires. Should either party open negotiations per this provision, negotiations will commence within 30 calendar days. Any agreement so negotiated will be reduced to writing and signed by the Board and the Association.
- B. Upon request the District agrees to provide the Association with all pertinent records, data and other information, including a complete proposed line budget for the next fiscal year, as well as preliminary budget proposals, necessary for its functioning as exclusive bargaining representative.
- C. Before the Board adopts a change in policy which affects wages, hours, or any other condition of employment which is not covered by the terms of this Agreement, and which has not been proposed by the Association, the Board will notify the Association in writing that it is considering such a change. The Association will have the right to consult with the Board, provided that it files such a request with the Board within five (5) working days after receipt of said notice.
- D. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- E. There shall be two (2) signed copies of the final Agreement for the purpose of records. One (1) shall be retained by the District and one (1) by the Association.

ARTICLE 3 – ASSOCIATION RIGHTS AND PRIVILEGES

- A. Released Time for Grievance Proceedings. When the grievant(s) is required to attend grievance proceedings during regular school hours, the grievant(s) shall suffer no loss in pay.
- B. Use of School Buildings. The Association may use school buildings whenever such use does not interfere with prior scheduled building commitments. The building principal will be contacted in advance and must approve the use of the facility for scheduling purposes.
- C. Use of School Equipment. The Association may use school facilities and equipment outside student contact hours with the principal's approval.
- D. Bulletin Boards. The Association shall have, in each school building, the use of a bulletin board in each faculty room and teachers' dining room and shall determine the location in those rooms. The Association shall also be assigned adequate space on the bulletin board in the central office of each school for Association notices.
- E. Mail Facilities and Mail Boxes. The Association shall have permission to use mail boxes within each school as long as it does not interfere with the operation of the District.
- F. Right to Speak at Meetings. Upon request, an Association representative shall be allowed to make brief announcements at any meeting at which faculty members are required to attend.
- G. School Board Meetings. The Association shall have the opportunity to suggest items for the agenda.
- H. Upon request, the Association will be provided the names and addresses of all new teachers and all retiring teachers as well as changes of address.
- I. Notice of Representation. The Superintendent will place in the package to all new teachers a letter prepared by the Association informing said teachers that the Association is recognized as the exclusive negotiating representative for all teachers in the Tillamook School system.
- J. Liaison Committee. The Association and the Board recognize the importance of communications in maintaining good relationships and agree to meet monthly for the purpose of discussing problems. Monthly meetings may be held upon reasonable written notice from either party stating the item or items to be discussed at such meetings.
 - 1. Provided, however, that not more than two (2) members of the Board and/or the Superintendent shall attend such meetings.
 - 2. The Association will designate not more than three (3) representatives to attend said meetings and will notify the Board's representative(s) in writing of its selection.
- K. Board. Packets will be posted electronically on a monthly basis.
- L. The Board will send the Association a copy of the audited budget when said audit has been completed.
- M. The Board or its representative or agent will not coerce, restrain, interfere with or otherwise take reprisals against any employee for the exercise of the rights guaranteed in this Agreement.

ARTICLE 4 – MANAGEMENT RIGHTS

- A. It is recognized that the management of District No. 9 is vested in the District consistent with the provisions of ORS 332.072 to 332.075 and ORS 332.105 to 332.107. All rights not specifically waived under terms of this Agreement and applicable law are retained by the District.

The Board's operational and managerial rights include, but are not limited to the following:

1. The right to determine location of the school and other facilities of the school system, including the right to establish new facilities and to relocate or close old facilities.
 2. The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures, and public relations.
 3. The determination of the management, supervisory, or administrative organization of each school or facility in the system and the selection of employees for promotion to supervisory, management, or administrative positions.
 4. The maintenance of discipline and control and use of the school system property and facilities.
 5. The determination of safety, health, and property protection measures where legal responsibility of the Board or other governmental unit is involved.
 6. The right to enforce the rules and regulations now in effect and to establish new rules and regulations from time to time not in conflict with this Agreement.
 7. The direction and arrangement of all the working forces in the system.
 8. The creation or elimination of any teaching position.
- B. The Board reserves the right to subcontract for distance learning opportunities and specialized teaching assignments with the following limitations:
1. No one in the Association has the expertise and time to perform the task.
 2. Programs will be evaluated on a yearly basis.

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

ARTICLE 5 – GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting teachers. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.
2. Nothing contained herein will be construed as limiting the right of any teacher having a problem to discuss the matter informally with the teacher's principal and to have the problem adjusted without intervention by the Association, provided that the adjustment is consistent with the terms of this Agreement and that the Association has been given an opportunity to be present at such adjustment and to state its views.
3. If the problem is not resolved informally, it shall be reduced to writing by the teacher who shall submit it to the principal and proceed through the grievance procedure.

B. Definitions

1. Grievance. A "grievance" is a written claim by a teacher, a group of teachers, or the Association based upon the interpretation, inequitable application, or violation of this Agreement.
2. Grievant. A "grievant" is the person or persons or the Association making the claim.
3. Days. For the purposes of this Article, "days" shall mean, except where otherwise indicated, the grievant's working days.

C. Procedure

1. Time Limits. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be changed by mutual agreement. (Grievances filed during the summer recess period will be held in abeyance until the beginning of the next school year, unless otherwise mutually agreed between the parties.)
2. Year-End Grievances. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein may be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as practicable.

D. Grievance Steps

1. Alleged unfair or inequitable administrative decisions affecting working conditions and alleged Board policy violations are grievable through this grievance procedure through Level Three - Board. The Board's decision shall be final and binding upon the parties and shall not be appealable to arbitration, nor appealable by means of an unfair labor practice complaint.

2. Level One - Principal or Immediate Supervisor. A grievance shall first be filed with the grievant's principal, either directly or through the Association's designated representative.
 - a. There shall first be an informal meeting between the grievant, the grievant's representative and the immediate supervisor in an attempt to resolve issues on an informal basis.
 - b. If the grievant does not submit the grievance to the principal in writing in accordance with Level One within fifteen (15) working days after the facts upon which the grievance is based, occurs, or becomes known to the grievant, the grievance will be deemed waived.
 - c. The principal will reply in writing to the grievant with a copy to the Association within five (5) working days after receipt of the written grievance.

3. Level Two - Superintendent
 - a. If the grievant is not satisfied with the disposition of the grievance at Level One, the grievant may file the grievance in writing with the Superintendent within five (5) working days after the receipt of the decision at Level One.
 - b. Within ten (10) working days after receipt of the written grievance by the Superintendent, the Superintendent will meet with the grievant and a representative of the Association in an effort to resolve the grievance.
 - c. The Superintendent will reply in writing to the grievant with a copy to the Association within five (5) working days after the meeting at Level Two.

4. Level Three - Board. If the grievant is not satisfied with the disposition of the grievance at Level Two, the grievant may within five (5) working days after receipt of the Superintendent's answer, file a grievance with the Board. This meeting shall be held within twenty (20) working days after receipt of the request. The Board Chairman shall notify the grievant of the time and place of such meeting. The Board shall hear the presentation of the grievance by the Superintendent and the grievant and/or representative. Within fifteen (15) working days following the hearing, the Board shall render a decision in writing to all official parties.

5. Level Four - Arbitration
 - a. If the grievant is not satisfied with the disposition of the grievance at Level Three, the grievant may request that the Association appeal the grievance to arbitration. The Association may, within fifteen (15) working days after the grievant's receipt of the decision by the Board, submit the grievance to arbitration. If any question arises as to whether a particular dispute involves the interpretation, meaning, or application of any of the provisions of this Agreement, such question will first be ruled upon by the arbitrator selected to hear the dispute. Except as otherwise expressly provided in this Agreement, the arbitration will be conducted in accordance with the Voluntary Labor Arbitration Rules of the Employment Relations Board in effect at the time (hereinafter referred to as the "ERB Rules").

- b. Within ten (10) working days after such written notice of submission to arbitration, the Board and the Association will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within the ten-day period, a request for a list of arbitrators may be made to the Employment Relations Board by either party. The parties will then be bound by the ERB Rules in the selection of an arbitrator.
- c. The arbitrator so selected will confer with the representatives of the Board and the Association and hold hearings promptly and will issue a decision not later than thirty (30) working 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 are submitted to the arbitrator. The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall be without authority to add to, subtract from, alter, or modify this Agreement. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties.
- d. The costs for the services of the arbitrator, including per diem expenses, if any, and travel and subsistence expenses and the cost of any hearing room will be borne by the party by which the arbitrator ruled against. All other costs will be borne by the party incurring them.
- e. Both the grievant and the grievant's representative, and the Board shall have the right to call and cross-examine witnesses and submit evidence pursuant to the grievance.

E. Rights of the Teachers to Representation

- 1. Teacher and Association. Any grievant may be represented at all stages of the grievance procedure by him/herself or a representative or, at the grievant's option, by a representative selected or approved by the Association. The Association shall have the right to be present and to state its view at all stages of the grievance procedure.
- 2. Reprisals. No reprisals of any kind shall be taken by the Board or any member of the administration against any representative, any member of the Association, or any other participant in the grievance procedure by reasons of such participation.

F. Miscellaneous

- 1. Group Grievance. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the grievant(s) do not wish to do so.
- 2. If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the grievant will submit such grievance in writing to the Superintendent and the Association directly and the processing of such grievance will be commenced at Level Two.

3. Written Decisions. Decisions rendered at Levels One, Two, Three, and Four shall be in writing. If the decision is to deny the grievance, the reasons therefore shall be transmitted promptly to the Board, the grievant(s) and the Association. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section D, paragraph 4(c) of this Article. Should the District fail to respond within the timelines herein provided, such shall be construed as denying the grievance. Should the grievant or Association fail to meet the timelines herein provided, such shall be construed as a waiver of the grievance.
4. Separate Grievance File. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
5. Meetings and Hearings. All meetings and hearings at Level Three under this procedure shall be open at the request of the grievant, subject to the provisions of ORS 192.660(1)(b).
6. The Association and the grievant will be required to exhaust the grievance procedure set forth in this Article, including arbitration where appropriate, before seeking alternative remedies, provided that by doing so, they will not be deemed to have waived or otherwise prejudiced any constitutional, statutory, or other legal rights that they may have.
7. The Board shall permit a teacher access to and the right to inspect and acquire copies of his personnel, or grievance file, which pertain to the teacher. A representative of the Association may accompany and assist the teacher in this regard. Confidential letters of reference secured from sources outside the school system may be excluded from the materials available for the teacher's inspection.

ARTICLE 6 – TEACHER RIGHTS

- A. Required Meetings and Hearings. Whenever any teacher is required to appear before the Superintendent, Board, Principal, or any committee or member thereof, concerning any matter which could adversely affect the continuation of that employee in his/her office, position of employment, or the salary or any increments pertaining thereto, then the teacher shall be given prior written notice of the reasons for such meeting. Teachers shall be notified of their Weingarten rights prior to the meeting and shall be entitled to have a representative of the Association or legal counsel of their choice present to advise him/her and represent him/her during such meeting or interview.

Initial interviews of any teacher for the purpose of fact finding/investigation may occur without prior written notice.

Any suspension of a professional employee pending charges shall be with pay for up to five (5) working days. Paid suspension can be extended at the option of the District. If it is determined that the charges are unfounded, the employee shall be immediately reinstated.

- B. Association Identification. Teachers shall have the right to organize and participate in Association activities. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- C. Employees shall not be disciplined (defined as a reprimand, suspension without pay, or salary reduction) without just cause and due process. Just cause and due process in this Agreement mean:
1. The employee is given written notice of charges against the employee within fifteen working (15) days after the facts upon which the complaint is based, occurs, or becomes known to the administration or Board;
 2. There will be a fair investigation of the charges;
 3. The employee shall have the right to have representatives of the employee's choice present at any meeting of an investigatory nature with a supervisor or the Board, which the employee reasonably believes might result in disciplinary action;
 4. There is a preponderance of evidence that the employee conducted him or herself in the manner alleged;
 5. All information forming the basis of disciplinary action will be made available to the employee.
 6. Discipline will be administered in a way that is related to the offense.
- E. The District has the right to suspend an employee pursuant to ORS 342.805 to 342.937.
- F. The dismissal or non-renewal of an employee shall be subject to the requirements set forth in ORS 342.805 to 343.934 and shall not be governed by this Article.
- G. No student grade or assessment will be changed without the consultation of the teacher, if available. In the event a grade is changed, the District records will reflect that the grade was changed and will indicate the person or body responsible for making the change.
- H. Criticism by supervisor, administrator or board member of an employee and/or his/her instructional methodology shall be made in confidence and not in the presence of students, other employees or parents.

ARTICLE 7 – TEACHER WORK YEAR

- A. It is recognized that the Board has the right to adopt the annual school calendar. Prior to adoption, a proposed calendar will be referred to the Association for review and recommendation. The Association will respond within 30 calendar days.
- B. Teachers new to the District will not exceed 191 contract days for the school year. The additional day will be used for orientation to the District and will be prior to the first day of school.
- C. The basic salary schedule for licensed personnel shall be based upon the Board’s adopted annual school calendar. This calendar will not exceed 191 contract days for new teachers, or 190 contract days for all other teachers and will designate the following specific days:
 - 1. Eight (8) paid holidays
 - 2. Two (2) days for parent-teacher conferences
 - 3. Ten (10) inservice and/or workdays

Exceptions:

TOSA’s (Teacher on Special Assignment) may exceed 190 day contracts based on their duties and responsibilities.

Trask River High School and Camp Tillamook teachers will be on a 12 month school calendar that will not exceed 220 contract days. Teachers in these setting will be exempt from the two days of parent-teacher conferences and will have nine (9) paid holidays, with the 4th of July being the additional holiday.

Definitions:

Inservice: Professional meetings scheduled by the administration for professional growth and staff development activities planned by the administration and/or site councils of the schools to provide training in the areas of curriculum, teaching strategies, and any other training determined appropriate by the administration.

Workdays: Time allotted for teachers to prepare their classrooms; to plan and organize for parent-teacher conferences; to plan instructional activities; to complete individual student assessment, record keeping and reporting; to compute and record student grades; to work on Collection of Evidence, building meetings, and other work activities approved duties assigned by the administration.

The ten (10) inservice and/or workdays shall include the following:

- Two (2) inservice/workdays prior to the beginning of school.
- One (1) workday at the end of each trimester/nine-weeks.
- One (1) workday on the teacher’s last contract day.
- One (1) inservice day to be determined by the District.
- Two (2) parent conference days will be in addition to the above inservice/workdays.

Only a total of two (2) hours may be used annually for inservice activities during the designated workdays that are scheduled prior to parent-teacher conferences and at the end of each trimester.

- D. The following eight (8) holidays will be included as part of the licensed employees' contracted days of service:
- | | |
|---------------------|---------------------------|
| 1. Labor Day | 5. New Years Day |
| 2. Veterans' Day | 6. Martin Luther King Day |
| 3. Thanksgiving Day | 7. Presidents' Day |
| 4. Christmas Day | 8. Memorial Day |
- E. The Superintendent or an authorized representative may close school when the Superintendent deems it necessary due to inclement weather, or other unforeseen circumstances of any emergency nature. In the event of such closure:
1. Teachers are not required to report for work on days when school is closed due to said emergencies.
 2. Teacher salaries will not be docked for time lost due to emergency closure.
 3. Teachers may be required to make up lost time at the option of the Board after consultation with the Association, without any additional compensation, in the following manners:
 - a. Adding days to the end of the school year;
 - b. Providing options for teachers to make up time outside of regular contract time;
 - c. Scheduling a maximum of two (2) curriculum work days prior to July 1, of the current school year, or by teacher request, these days may be scheduled later in the summer.
- F. The district will include in it's yearly calendar a half-day release from school/work prior to a holiday or weekend. This half-day will be scheduled as compensation for certified staff who may be expected to participate in up to three evening activities per year without further compensation. Activities may include, but are not limited to music concerts, open houses, Senior projects, family nights or ELL nights. When students are given early dismissal, the professional staff will be allowed to leave 30 minutes after student dismissal.
- G. When students are given dismissal as a result of an emergency situation, the professional staff at the school will be allowed to leave as soon as the last student bus departs.

ARTICLE 8 – TEACHING HOURS AND TEACHING LOAD

- A.
 - 1. The regular workday shall consist of 7 hours and 45 minutes not including a one-half hour duty-free lunch period. (In transition, all sick leave used through the 2017-18 school year will continue to be charged at 7 hours and 30 minutes for a full day.)
 - 2. The designated reporting time and leaving time for teachers may vary between buildings according to the schedules for instruction, and the school activities as approved by the principal.
- B. Preparation Period
 - 1. Junior High and Senior High School Teachers. The preparation period will be substantially equivalent to one teaching period within the student contact day.
 - 2. The preparation period shall be scheduled outside of the student contact day if the District and a majority vote of all the building staff agree.
 - 3. Elementary Teachers. All elementary teachers will be assigned an average of 300 minutes per five-day week by the building principal for preparation time during the building hours.
- C. Duty-free Lunch. All teachers shall be entitled to a duty-free, uninterrupted 30-minute minimum lunch period. Teachers may leave the building without requesting permission during their scheduled duty-free lunch period but will notify the office.
- D.
 - 1. There are occasions when it is not possible for a parent(s) to meet with a teacher within the regular working hours. In the interest of the teacher, such a meeting shall be scheduled with notification to and approval of the principal and adjustments for flex time involved shall be made by the principal.
 - 2. The principal shall be notified of all scheduled parent-teacher conferences.
- E. Class size will be equalized among grade levels in/and among buildings where feasible. At the elementary level and within legal limits, student placement will be determined by a process involving the principal and affected teachers. Factors to be considered will include but not be limited to IEP, ESL, ADD, TAG and other special needs.

ARTICLE 9 – NON TEACHING DUTIES

- A. Compensation of Non-Teaching Activities. The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that the teacher's energies should, to the greatest extent possible, be utilized to this end. Compensatory time shall be provided according to the following guidelines:
1. Added Professional Duties. Teacher participation in extra-curricular activities which extend beyond the regularly scheduled in-school day shall be compensated pursuant to Appendix B and shall be voluntary.
 2. In the event a regular teacher substitutes for an absent teacher, that teacher shall receive an amount equivalent to one-half day's pay at current sub rate when the teacher's cumulative sub time equals three periods (junior high/middle school and high school) or the equivalent of one half day's teaching time (elementary).
 3. Faculty Meetings. Faculty meetings will be held during regular building hours as far as practical.
- B. Collecting Money. Teachers will not be required to collect money from students for the following items: student body fees, book rental fees, yearbook fees, insurance fees, picture money, late charges for lunch, lunch money or any other money not directly associated with classroom procedure.
- C. Custodial Functions. Teachers will not be required to perform custodial functions.
- D. Pupil Transportation
1. Compensation. Teachers shall not be required to drive students to activities which take place away from the school building. A teacher may do so voluntarily, however, with the advance approval of the teacher's principal or immediate supervisor. The teacher shall be compensated at the current established District mileage rate per mile for the use of the teacher's own automobile.
 2. Insurance. The Board shall arrange for and maintain appropriate secondary insurance to cover all damages, losses, and expenses incurred by a teacher against whom any action shall be brought for any act or omission arising out of the authorized use of the teacher's own automobile in the performance of school duties.

ARTICLE 10 – VACANCIES AND TRANSFERS

The Board recognizes that it is desirable in making assignments to consider the interest and aspirations of its teachers.

A. Vacancies and Posting

1. All vacancies will be electronically posted to the District web site, except those filled from within the building by reassignment or by involuntary transfer. The intent of this clause is to allow the adjustment of staff within buildings without unnecessary posting and to allow all district staff to apply for new positions and vacated current positions after in-building reassignments or involuntary transfers.
2. As soon as is practical, the Association and individual teachers shall be notified by District e-mail when certified positions are opened by the District. No such vacancy shall be filled unless it has been posted for seven (7) calendar days.

B. Voluntary Transfer

1.
 - a. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent not later than April 15. Such statement will include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which the teacher desires to be transferred, in order of preference.
 - b. Vacancies created by reason of voluntary transfer shall be advertised in accordance with the provisions of Section A of this Article.
 - c. If any vacancy occurs after the close of school in June and before the opening in September, notice will be sent to teachers by District e-mail.
2. In acting on requests for voluntary reassignment and/or transfer, the principal shall screen all applications and interview all candidates who pass the initial screening.

C. Involuntary Transfer

1. When a teacher is involuntarily transferred, the teacher will have the opportunity to make known to the appropriate administrators the teacher wishes regarding a new assignment.
2. Notice of an involuntary transfer will be given to the teacher as soon as possible.
3. When an involuntary transfer is necessary, factors such as proper certification, a teacher's length of service, areas of competence, major or minor field of study, building seniority, or credits beyond a BS/BA degree will be considered.
4. An involuntary transfer will be made only after a meeting between the teacher and the Superintendent, at which time the teacher will be notified of the reason for transfer.

5. Teachers being involuntarily transferred will be informed of appropriate vacancies known at the time the transfer decision is being made. Teachers will be able to indicate their preference of assignment. If possible, the teacher being involuntarily transferred will visit the new assignment prior to the transfer.
- D. Early in the school year, but not later than October 1, the Superintendent shall cause to be prepared a schedule or other appropriate presentation of system-wide data including all new positions for the coming year; vacancies and existing positions filled for the coming year; the names of persons reassigned, transferred and newly appointed; and the positions they have been given. Such schedule or presentation shall be made available for inspection by the Association. The Directory, when furnished by the District, shall suffice for this paragraph.

ARTICLE 11 — TEACHER ASSIGNMENT

- A. All teachers shall be given written notice of their class and/or subject assignments and building assignments for the forthcoming year not later than the end of the school year so far as practicable.
- B. If changes in enrollment necessitate reassignment of any teacher after the close of the school year, the teacher shall be notified by personal interview or certified mail.
- C. If a teacher is involuntarily reassigned or transferred to a position that has any District-required training or Teacher Standards and Practices Commission-required training to attain certification, other than emergency certification, for the assignment, the teacher will be expected to take advantage of it; and the District will pay the cost of such training.

ARTICLE 12 – FAIR SHARE

- A. The District shall deduct an amount equal to one-tenth of the dues of the Association, including National Education Association (NEA) and Oregon Education Association (OEA) dues each month for ten consecutive months from the pay of each teacher who is not a member of the Association, beginning with the paycheck for the month of October each year, and remitted monthly as a fair share fee commensurate with the cost to the Association of collective bargaining and contract administration.
- B. Any teacher who has not requested payroll deduction of Association dues or who has not certified to the District that the teacher has paid dues directly to the Association shall be subject to the provisions of this section. The teacher's request for payroll deduction or certification of direct payment of dues shall be made by the 15th day of October.
- C. As a safeguard to the rights of non-Association of employees, based on bona fide religious tenets or teachings of a church or a religious body of which the employee is a member, the teacher shall pay the fair share equivalency to a nonreligious charity or to another charitable organization mutually agreed upon by the employee and the Association.
- D. The Association agrees to lawfully implement this Article and hold the District harmless against any and all claims, suits, orders, or judgments brought against the District as a result of the provisions of this Article.
 - 1. The District will notify the Association within ten (10) calendar days after the District has been notified of any claim, suit, order, or judgment.
 - 2. Choice of legal defense in any claim, suit, order, or judgment will be left to the discretion of the Association.
 - 3. The School District agrees to cooperate fully in preparation of a defense in any claim, suit, order, or judgment.

ARTICLE 13 – LAYOFF

- A. Seniority shall be defined as the employee’s total length of continuous service in the District as a licensed teacher. Seniority will be computed and accrue from the teacher’s date of employment in a bargaining unit position, and shall continue to accrue during paid leaves. Seniority shall not accrue during unpaid leaves of absence, but authorized unpaid leaves of absence shall not be considered to “break” continuity of employment. In case two or more teachers have the same date of employment with this District, the tie will be resolved by drawing lots.

- B. Whenever the Board determines that layoff is necessary, it will notify the Association. As soon as practicable, notice will be given to the affected teachers of their layoff.

- C. In the event the Board, in its discretion, determines that a layoff is necessary, then it will determine the teachers to be retained by means of the following criteria:
 - 1. A determination of whether the teachers to be retained hold the proper license to fill the remaining position(s);
 - 2. A determination of the seniority of the teachers to be retained; and
 - 3. A determination of the competence or merit of a teacher being retained if the Board desires to layoff another teacher with greater seniority.
 - a. If the District desires to retain a teacher with less seniority than a teacher being released under this section, the District will determine that the teacher being retained has clearly more competence or merit than the teacher with more seniority who is being released. (example: Highly Qualified Status) The District will bear the burden of proof as to the issue of competency or merit.
 - b. To determine who will be laid off under this article, the District will form a committee consisting of the building administrators involved, the superintendent, and two Board members. This committee will determine the merit of the affected staff member based upon the most recent, previous five (5) years evaluation documents. The committee will not use salary as a consideration for layoff.
 - c. Nothing in paragraph C.3 shall be construed to limit the operation of paragraph C.1, that is, the requirement that a retained teacher be licensed to fill the remaining position.

- D. Nothing in this Article shall be construed so as to interfere with the Board’s right to dismiss or non-extend a contract teacher pursuant to the provisions of the Fair Dismissal Law or to dismiss or non-renew a probationary teacher pursuant to ORS 342.835.

- E. In conducting a layoff under this Article, the District will first determine the program(s) or area(s) scheduled for reduction or elimination.
 - 1. After such determination, the District will make every reasonable effort to transfer teachers in such program(s) or areas(s) to other vacant positions for which they are qualified and properly licensed.
 - 2. The District will make every reasonable effort to combine positions in a manner which allows teachers to remain qualified so long as the combined positions meet the curriculum needs of the District and the competence considerations specified in subsection C.3 of this article.

3. Layoffs will be based upon the criteria set forth in Section C above.
- F. For the purpose of this article, the term “competence” will mean the ability to teach a subject or grade level based on recent teaching experience related to that subject or grade level within the last five years or educational attainments, or both, but not based solely on being licensed to teach a subject or grade level.
- G. For the purposes of this article, the term “merit” shall mean the measurement of one teacher’s ability and effectiveness against the ability and effectiveness of another teacher.
- H. Continued Employment of TSD Employees Retired from PERS

According to ORS 238.082, teachers in Tillamook County may work full time after retiring from PERS.

1. Bargaining unit members who retire under PERS and resign from the Tillamook School District and who are subsequently re-employed under the provisions of ORS 238.082 full time will continue to be members of the bargaining unit until the end of their limited duration assignment. This change in PERS status shall not, in and of itself, constitute a break in service for salary schedule placement. The District is under no obligation to re-employ retired employees and has the sole discretion over hiring decisions.
2. Pursuant to 1 above, retired bargaining unit members shall have the benefit of the provisions of the Agreement between the parties except that the assignment will be for a limited duration. The termination of the employee’s limited duration assignment for all or part of the school year shall not be considered a discipline or dismissal and shall not grant the employee rights under layoff or recall.

PERS retired employees who continue to work will not receive any early retirement benefits until they are no longer employed by the district.
3. No PERS contributions will be made after the retirement date.
4. In cases of RIF, a bargaining unit member who is re-employed under the provisions of ORS 238.082 understands they are an at-will employee (1 year contract) and have no seniority in cases of layoff and recall.

I. Recall

If within 27 months of a layoff, a vacancy occurs within the District which the District intends to fill and the procedures in Article 10 have been completed, and for which a laid-off teacher is qualified as per paragraph 1 below, the recall procedure outlined below will be followed.

1. At the time of layoff, the District shall provide for laid-off teachers to express in writing a desire to return to the District. The District shall also receive the teacher’s address for recall notification. In the event of a recall, the District shall notify the teacher who has expressed a desire to return to the District of the recall by certified mail, return receipt requested, sent to the last address given by the teacher to the District office. The teacher will have fourteen (14) calendar days to notify the District after the return of the certified receipt to the District. The teacher must thereafter report on the starting date specified by the District, providing that this will not be less than fourteen (14) calendar days from the date the notice of recall was received, or lose all recall rights. Exceptions may be made at the Superintendent’s discretion to shorten the time line when a teacher is available earlier or extend the time line when a teacher is under contract with another district.

2. All benefits to which a teacher was entitled at the time of layoff, and which are still available to members of the unit, including unused accumulated sick leave, will be restored to the teacher upon the teacher's return to active employment, and the teacher will be placed on the proper step of the salary schedule for the teacher's current position according to the teacher's experience and education. A teacher will not receive increment credit for the time spent on layoff nor will such time count toward the fulfillment of time requirements for acquiring permanent status. Employee benefits do not accrue during the time of layoff.
 3. Teachers covered by this Article will have the option to continue insurance programs at their own expense subject to the approval of the insurance carrier.
 4. Teachers covered by this Article will be given consideration for substitute teaching; such will not affect teacher recall rights.
 5. For teachers laid off, the 27 months recall period shall begin as of the first day following the last day worked by the teacher.
 6. Teachers will only have the right of recall into a position of equal or less time than they had at time of layoff. (Example: a part-time employee does not have the right of recall into a full-time position, but a full-time employee will have a right of recall into a part-time position without giving up full-time rights.)
- J. In determining which teacher or teachers to recall, the Board will utilize the criteria set forth in paragraph C above. Any teacher who does not accept a recall will lose all further recall rights and will be deemed to have resigned from District employment. Any teacher not recalled pursuant to this Article within 27 months of layoff will be deemed to have resigned from District employment. Recall rights will also be forfeited if a teacher rejects a recall offer to a position with substantially similar work hours to those previously worked by the teacher immediately prior to the layoff.
- K. Any "appeal" from the Board's decision on layoff or recall pursuant to this article shall be by means of a grievance filed pursuant to the article on grievance procedure. The decision of the arbitrator will be final and binding on all interested parties as long as the arbitrator's decision is within the arbitrator's jurisdiction. The arbitrator's jurisdiction is further restricted as follows: The arbitrator is authorized to reverse the layoff or recall decision made by the District only if the District:
1. Exceeded its jurisdiction;
 2. Failed to follow the procedure applicable to the matter before it;
 3. Made a finding or order not supported by substantial evidence in the whole record; or
 4. Improperly construed the applicable law.

Any probationary teacher who is non-renewed or dismissed for the same, and only the same, reason or reasons which the Board could have used to conduct a layoff under this Article, will be afforded re-employment rights in accordance with paragraphs H and I above.

ARTICLE 14 – LEAVES OF ABSENCE

The employee will be required to sign a statement verifying the date or dates absent and the reason for the absence. In any event, the principal or designee shall be notified prior to the absence. All leaves under this Article shall be taken in half-day increments except where a teacher is covered in-house by another teacher or the teacher takes the leave on non-student contact time.

A. Sick Leave

1. Pursuant to ORS 332.507 every teacher holding a regular, full-time position shall accrue ten (10) working days sick leave pay for each school year while employed. There shall be no maximum on the number of days which may be accumulated.
2. Every teacher holding a regular, part-time position shall accrue sick leave with pay in proportion to the relationship the teacher's basic work week has to a regular, full-time teacher's work week.
3. Sick leave may be applied to absence caused by illness or injury of an employee. It includes absence from work due to disability resulting from pregnancy. Sick leave may be used for medical, dental, or ocular appointments when absence during working hours for this purpose is authorized a reasonable time in advance by the appropriate supervisor. In any instance involving use of a fraction of a day's sick leave, the minimum charge to the employee's sick leave account shall be one (1) hour. The principal shall be responsible for control of abuse of the sick leave privilege. The teacher may be required to furnish a certificate issued by a licensed physician or other satisfactory evidence of illness to the principal.
4. If the absence is anticipated to be for consecutive days, the principal should be notified of the probable date of return.
5. A teacher returning from any illness, whether or not sick leave benefits have been paid, may be required to submit medical evidence to establish fitness for the duties of the position before returning to work.
6. Any employee obtaining sick leave benefits by fraud, deceit, or falsified statement, shall be subject to disciplinary action notwithstanding any provisions of Article 6.

Injury on Duty. Absence due to a compensable injury as defined in ORS 656.002(b).240 and incurred in the course of the teacher's employment shall be paid as follows:

- a. The District shall pay to such teacher the difference between sick leave and the benefits received by him/her under the Oregon Workers' Compensation Law subject to limits of his/her remaining sick leave.
 - b. If sick leave has been exhausted, then family illness (first) or personal leave (second) may be used in place of sick leave.
7. Teachers shall be given a written accounting of their accumulation of sick leave on their paycheck stubs.

B. Family Illness

Three (3) days each year, not cumulative, may be used by a teacher for the serious illness of a family member (as defined in D below) or a person regularly residing in the employee's household. Family illness days in excess of three will be deducted from available personal leave. Up to five days of sick leave may be taken for family illness after personal leave has been exhausted. Any additional sick leave would be allowed only with superintendent approval. The teacher may be required to show a doctor's statement confirming the serious illness.

C. Personal Business Leave

1. Teachers shall be granted three (3) days of personal business leave per year. Teachers will not have to state the reason for said leave. Unless an emergency precludes doing so, the administration shall be notified at least 24 hours in advance of the taking of personal leave. Except in an emergency, personal leave shall not be used to extend a holiday or vacation period. In the event of an emergency, administrative approval will be necessary for the granting of personal leave on the day before or the day following a vacation period or holiday. The principal shall have the authority to control the number in excess of one such request to be granted for any one day.
2. Full time employees will be paid \$500 gross pay if three of their personal days are unused during the year (or) \$100 gross pay per day for up to two unused Personal Business days each year. Part time employees will be paid \$250 gross pay if three of their personal days are unused in a year (or) \$50 per day for up to two unused Personal days each year. There will be no pay for partial days.
3. A "Personal Leave Bank" will be established where a bargaining unit member may donate two (2) personal days (one per request) to another specific bargaining unit member who has a serious, long-term medical condition and who has exhausted all of their available leave (sick leave, family illness, and personal business). Donated leave may only be used for bargaining unit member illnesses and not for family related issues. Normal pregnancy and delivery will not be considered a serious long-term medical condition. Each day donated will be considered a separate request. TEA will manage the "Personal Leave Bank" using the following guidelines.
 - a. The bargaining unit member will notify the Association president of the need for additional sick leave.
 - b. The Association will notify the Administrator for Certified Personnel of the request.
 - c. The Association will solicit days from the bargaining unit.
 - d. Payroll will process the days as instructed by the District after receiving the information from the TEA President
 - e. Guidelines for the donation of personal days will be as follows:
 1. All contributions of personal days are irrevocable.
 2. All contributions are voluntary.
 3. Each association member who volunteers to donate two (2) personal leave days must sign a waiver indicating they are forfeiting their personal day for each personal day used for the school year.

4. Association members from any building in the district may contribute.
5. Days will be donated to an individual need, not to a general purpose bank.
6. The maximum number of days that may be collectively donated by association members (at a rate of one (1) day per individual member) is 45.
7. Collectively, if the association members donate more days than the total number of days said employee is in need of, a random drawing will be conducted by TEA to determine the members who will donate their personal day. Association members whose names are not drawn will not donate days, and un-drawn personal days will be returned to said members.

D. Bereavement Leave

Bereavement leave with full pay shall be allowed for up to three (3) days with additional days upon Superintendent's approval (additional to be deducted from remaining personal leave then from sick leave) and shall be for the death in the immediate family. The immediate family shall consist of mother, father, grandmother, grandfather, sister, brother, wife, husband, fiancé, son, daughter, or a person regularly residing in the employee's residence. It shall also cover the employee and spouse's in-laws and step families. Bereavement leave can be used for other than immediate family with approval of the Superintendent.

E. Jury Duty Leave

An employee shall be granted leave with pay for service on a jury. Employees will waive their right to be personally paid by the courts for their service and will direct that payment to the District. Upon being excused from jury service during any day, an employee shall immediately return to complete the employee's assignment for the remainder of the regular workday, if released before 1:30 p.m.

F. Military Leave

Credit for service with the Armed Forces will be granted on the same basis as teaching experience, provided that such service was compulsory and interrupted the teaching career in the District; and the individual was honorably discharged. Military leave shall be granted in accordance with federal and state statutes.

G. Professional Leave

The administration may authorize an absence for professional purposes with full pay in the following instances:

1. Occasional visiting of other school systems;
2. Participation in a local, educational professional activity; and
3. Other professional opportunities, such as attendance at conventions, conferences, and workshops which will be likely to extend the outlook and improve the services for the employee.

- H. Association Leave. The Association shall pay substitutes' pay for up to a total of ten (10) days per year for teachers for Association business.
- I. Unpaid Leave. The Board may in its discretion grant an unpaid leave of absence of up to one (1) year. Applications shall be in writing. Upon request of the teacher, the leave may be extended for one additional school year without loss of seniority. A teacher on leave shall be returned to a position for which the teacher is qualified but not necessarily the position previously held. The employee will be able to continue to be covered by the District insurance programs at the employee's expense subject to the underwriting rules of the insurance carrier.
- J. Parental Leave
1. A pregnant teacher may continue to work as long as she wishes, provided she is able to perform her required functions. Upon request, the teacher may be required to furnish a statement from her physician attesting to her ability to perform her required functions.
 2. Parental leave, under FMLA and OFLA, shall be administered according to statute and rule.
 3. Teachers requesting Parental leave under FMLA/OFLA law, are required to give written notice (FMLA/OFLA application) 30 days in advance of the leave unless it is impracticable to do so, or if the leave is taken for an emergency. Teachers can request a FMLA/OFLA application through the HR/Personnel Office. The District will process the FMLA/OFLA paperwork as soon as possible and within the statute and rules.
 4. The District may grant additional leave time with superintendent's approval.
- K. Legal Leave. Paid leave shall be provided for any subpoenaed court appearance pertaining to official school business except when the teacher is involved in actions against the District.

ARTICLE 15 – PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. Tuition

1. The District will budget \$19,000 each year for tuition expense reimbursement to bargaining unit members for credits earned in Master's Programs, Continuing Licensure Programs, or Endorsement Programs and Foreign Language classes. The Superintendent will make the final decision on whether a credit qualifies under these programs.
2. Course work taken for the primary purpose of obtaining administrative licensure will not be reimbursable under this article.
3. The District will budget a separate \$4,000 each year for the tuition expense reimbursement to bargaining unit members for credits earned that do not qualify under approved programs outlined in Article 15.1.
4. All tuition reimbursement requests for the year must be submitted to the District office by June 1.
5. Reimbursement will be up to \$1,250 per member. The amount of reimbursement will be pro-rated for part-time employees. Reimbursement requests must be accompanied by expense receipt and a grade verification. Additional information may be requested for proof of program participation.
6. Remaining money will be distributed evenly on a per-credit basis, not to exceed the expended cost per credit.
7. Temporary teachers will not be eligible for the benefits of this article.

B. Reimbursement of Travel Expenses

1. Reimbursement for travel expenses, such as for workshops and conferences, shall be authorized by the Superintendent when prior approval has been obtained and where the teacher is participating in activities that benefit the District. Maximum reimbursements for such activities will be as follows:

Breakfast – \$10.00
 Hotel/Motel – \$106.00
 Lunch – \$15.00
 Mileage – at current District rate if District vehicle is not available
 Dinner – \$25.00
 Registration – full cost

2. If a meal at a professional conference exceeds the cap, the employee will be fully reimbursed for the cost of the meal(s).
3. Motel or hotel room lodging will be capped at \$106.00 per night unless approved by the Superintendent.
4. Reimbursement will be paid upon presentation of receipts.

If a teacher is required to take a course, workshop or conference, full cost of the training will be provided.

ARTICLE 16 – MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. Procedure. The building principal will provide the teachers with a written student discipline procedure at the beginning of each school year.
- B. Responsibility. The parties recognize that the primary responsibility for pupil conduct rests with the classroom teacher. In the exercise of that responsibility, a teacher shall observe the following in handling disciplinary problems in the classroom:
1. When, in the judgment of the teacher, a student's behavior in the classroom poses an imminent threat to the health, safety, or welfare of the other students in the class, requiring immediate action by the teacher to prevent harm to members of the class or when such behavior seriously disrupts the instructional program, the teacher shall be authorized to send the student who is misbehaving to the principal's office for the balance of the class period. The referral system of the building should be followed at all times.
 2. Subject to the administrator's discretion, the student will be reinstated in the class, and the following conditions shall apply:
 - a. At the time of reinstatement or within 24 hours, the building administrator or his designee will inform the teacher of steps taken to resolve the problem.
 - b. Following reinstatement, the teacher may request a conference between the principal or designee, the student and/or the parent or guardian (where possible) and the teacher.
 - c. Student suspension from an individual classroom at the elementary level will normally not be for more than one hour at the discretion of the building administrator, or in the event of the building administrator's absence from the building.
 3. If the teacher is not satisfied with the resolution of the problem, he can pursue a grievance through the Board Level (Level III).

ARTICLE 17 – PERSONAL FREEDOM

Personal Life. The personal life (including citizenship, religious or political activities) of an employee is not an appropriate concern or attention of the Board so long as it does not adversely affect the performance on the job.

ARTICLE 18 – DUES AND PAYROLL DEDUCTIONS

- A. Any teacher who is a member of the Association or who has applied for membership or who is subject to Article 12, Fair Share, may sign and deliver personally or through the Association to the Superintendent an assignment authorizing deductions of membership dues in the United Teaching Profession (i.e., TEA-OEA-NEA). Such authorization shall continue in effect for the duration of the contract unless revoked in writing as hereinafter provided. Pursuant to such authorization, the District shall deduct one-tenth of such dues from the second regular salary check of the teacher each month for ten (10) months, beginning in October. Deductions for teachers who join the Association after the commencement of the school year shall be appropriately prorated so that payments will be completed by payment of the final paycheck.
- B. A computer printout of employees on Association dues deductions shall be sent to the Association, together with the remittance due to the United Teaching Profession (i.e., TEA-OEA-NEA), within ten (10) days after the monthly salary check has been received by the employees of the District. The Association agrees to promptly advise the Superintendent of all members of the Association in good standing from time to time, and to furnish any other information needed by the Superintendent to fulfill the provisions of this Article, and not otherwise readily available to the District.
- C. Upon appropriate written request from the teacher, the District shall deduct from the salary of any teacher and make appropriate remittance for deductions approved by the Association and the District. In addition, the District shall perform the same service for Association members for any insurance plans offered exclusively by the Association for Association members not to exceed three (3) such plans total.
- D. The District, upon appropriate authorization from the teacher, shall deduct from the salary of the teacher and make proper remittance for any other plans or programs jointly approved by the Association and the Board.
- E. Teachers' payroll checks shall be itemized showing all sources of pay and payroll deductions.

ARTICLE 19 – FRINGE BENEFITS

During the length of this agreement, the District agrees to the following fringe benefits for all eligible members of the bargaining unit. Eligible employees are those who work greater than (.5). Any employee working (.5) would be responsible for half of the cost of the District provided insurance coverage. Employees working less than .5 will not receive Health Benefits.

- A. Health Benefits - Eligible Employees will receive medical insurance coverage for themselves and any eligible family members. The District will purchase Plan G (or equivalent) through OEGB. The District will also create and maintain a pooled, Group HRA to reduce the reimbursed deductible to \$500 and to reduce the Out-Of-Pocket Co-Insurance to a maximum of \$3,000.
 - 1. If Federal law excludes domestic partners from receiving Group HRA benefit reimbursements from the District, the District will offer employees with domestic partners the option to purchase a health plan comparable to the \$500 deductible/\$3000 Max Out-Of-Pocket and the employee will be responsible for any cost over and above the district provided plan.
 - 2. Group HRA reimbursements are specifically not allowed for copayments for prescriptions; copayments for medical services; over the counter medications or medical supplies.
 - 3. The District reserves the right to purchase insurance from a provider other than OEGB.
- B. Dental Benefits – Employees who are provided Health Benefits, will also receive the base Dental Plan (currently plan 6) offered by OEGB. Employees may upgrade to a higher level of coverage by paying the difference in cost.
- C. Vision Benefits – Employees who are provided Health Benefits, will receive the base Vision Plan (Currently Plan 1) offered by OEGB. Employees may upgrade to a higher level of coverage by paying the difference in cost.
- D. The District agrees to contribute \$112.50 per month into an HRA VEBA account as part of the benefit package for employees who are eligible. Half-time employees will receive half of this benefit.
- E. Terms of Agreement by Year
 - 2014-15 The District will pay the full premium for OEGB Plan G (or equivalent) and reimburse as explained in sections A above.
 - 2015-16 The District will be responsible for the first 5% of insurance increases, the employee will be responsible for any increase over 5% and up to 10%, and any increase over 10% will be shared evenly between the District and the employee, UNLESS the Group HRA Fund balance at the end of June 30, 2015 is greater than an amount equal to a 25% break even (BE) utilization rate. Any money in excess of this number will be used to offset the employees increased premium cost.
 - 2016-17 The District will be responsible for the first 5% of insurance increases, the employee will be responsible for any increase over 5% and up to 10%, and any increase over 10% will be shared evenly between the District and the employee, UNLESS the District is able to maintain a Group HRA Fund at an amount equal to the previous 12 month utilization rate plus 10% as of June 30, 2016. Any money in excess of this amount will be used to offset the employee cost of insurance.

- 2017-18 The District will be responsible for the first 5% of insurance increases, the employee will be responsible for any increase over 5% and up to 10%, and any increase over 10% will be shared evenly between the District and the employee, UNLESS the District is able to maintain a Group HRA Fund at an amount equal to the average of the previous two, 12 month break even utilization rate plus 10% as of June 30, 2017. Any money in excess of this amount will be used to offset the employee cost of insurance.
- F. The District agrees to pay insurance premiums for 12 months for teachers who are employed through the end of their contract period.
- G. The benefit program(s) identified herein shall be provided only in accordance with the underwriting rules and regulations as set forth by the carrier(s) in the policy (policies) retained by the policyholder.
- H. In spite of any statements in this Agreement to the contrary, nothing shall change the interpretations, meanings, or intent of the provisions of the insurance contracts between the Board and the insurance carriers.
- I. The district does not guarantee against unilateral changes in benefits initiated solely by the insurance carriers (companies). In the event of provider-initiated benefit or program changes during the life of this Agreement, the parties agree to bargain, upon demand, over changes in the benefit package.
- J. Employees eligible for a district insurance contribution, but who choose not to obtain insurance coverage may "opt out" for the insurance year in accordance with the underwriting rules and regulations as set forth by the carrier(s) in the policy (policies) retained by the policyholder. Employees who do opt out of insurance coverage will be eligible to receive a \$500 a month cash stipend if they sign up through a Section 125 program that has been designed to allow a cash option in lieu of insurance. Half time employees will receive half of the stated stipends.

ARTICLE 20 — PROFESSIONAL COMPENSATION

A. Salary Schedule

Salaries for 2014-2018 shall be paid as follows:

- 2014-15 Appendix A, which represents a 4% pay increase to the base for all certified employees. No step increases will be awarded.
- 2015-16 Appendix B, which represents the implementation of a step 16 for Columns C-G and a step 12 for Columns A-B. Each new step will be a 3% increase.
- 2016-17 Appendix C, which represents a 2.5% pay increase to the base for all certified employees. No step increases will be awarded.
- 2017-18 Appendix D, which represents a 1.0% pay increase to the base for all certified employees. Eligible employees will be awarded a step increase.

B. Extra Pay for Extra Duties. The extra pay for extra duties shall be in accordance with the schedule set out in Appendix E and shall increase by the same percentage as the base salary in the salary schedule. This section shall be held in moratorium if the District determines, in writing, that specifically designated activities and athletics in Appendix E will not be funded. If the district makes this determination, then no district funds will be used for salaries pursuant to Appendix E for those designated activities and athletics. Coaches may select one of the following pay options: (1) lump sum payment; or, (2) ten monthly payments; or, (3) in 12 monthly payments.

A. Each teacher will be paid on the last working day of the month. Payments will be made in 10 or 12 installments. If the teacher selects the 12-month installment and so requests, June, July and August checks will be given on the final contract day when the teacher is appropriately cleared for check out. The pay option will be selected by the teacher in either September or at the time of employment.

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

1. Regular Association dues.
2. Premiums for mutually approved insurance programs.
3. Payment to the Teachers' Credit Union.
4. Contributions to the United Way.
5. Tax-sheltered annuities (those presently deducted), or new companies subject to participation of at least 15 teachers.
6. Section 125 Flexible Benefit Plan.

C. Teachers who are required to use their own automobiles in the performance of their duties, and teachers who are assigned to more than one (1) school per day will be reimbursed for all such travel at the current established District mileage rate per mile for all driving done between arrival at the first location at the beginning of their workday and departure from the last location at the end of their workday.

- D. The PERS six percent employee pickup contribution will be paid by the District.
1. During the term of this Agreement, the District will participate in the public employee retirement plans as required in ORS Chapter 238 and 238A that are applicable to the employees in the bargaining unit.
 2. The District will comply with any statutory or administrative rule changes which are enacted during the term of this agreement. In addition, any changes in the public employee retirement plans which are enacted during the life of this Agreement by statute or administrative rule will apply to the employees covered by those plans.
 3. The District does not agree to provide employees any particular level or type of retirement benefit, but only to participate in the public employee's retirement plans and make contributions as required by law.
 4. The extent allowed by law, retiring employees will receive credit for unused sick leave for the purpose of calculating final average salary for PERS retirement benefits.
 5. The District does not agree to provide employees any particular level or type of retirement benefit, benefits are determined by the PERS Board in accordance with state statute and administrative regulations. The District is merely committed to participating in the program to the extent mandated by the state.

ARTICLE 21 – COMPLIANCE BETWEEN INDIVIDUAL

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

Exceptions:

The district is allowed to offer additional compensation to an employee in a situation where there is a mutually agreed upon termination of employment.

In rare instances, the district will have the option to offer additional compensation in the form of a one-time relocation allowance for hard to fill positions. This relocation allowance will be reimbursed to the district by the employee on a pro-rated basis if the employee leaves the district before completing three years of service.

ARTICLE 22 – PRINTING AGREEMENT

Two (2) copies of this Agreement will be prepared by the Board for ratification. Within thirty (30) calendar days after ratification, the Board will provide electronic copies of this Agreement to all teachers, and printed copies to those who request by email.

ARTICLE 23 – FUNDING

- A. The parties recognize that revenue needed to fund the compensation provided by this Agreement must be approved by established budget procedures, and in certain circumstances, by vote of the patrons of this District.
- B. The parties agree that if funding sources are inadequate to fund budget expenditures and the commitments contained in this Agreement, negotiations may be reopened by either party on topics covered by Article 19, Fringe Benefits, and/or Article 20, Professional Compensation.
- C. During this Agreement between the parties:

The salaries provided in Appendix A, B, C and D represent the salaries for a 190-day contract (191 days for teachers new to the District). If the District does eliminate/reduce contract days from the teacher work year then the salary of the affected teacher shall be reduced proportionally to the contract year, i.e., on a per diem basis.

If the District determines there is a need to shorten the work year then the parties shall re-open to negotiate under ORS 243.698 except that the period of negotiations will be limited to thirty (30) calendar days unless the parties agree to a longer period for negotiations. During these negotiations there will be discussion concerning which days will be cut taking into consideration the monthly financial impact on staff.
- D. Should this Agreement be reopened per the provisions of B or C, above, the provisions of Article 25, Strikes and Lockouts, shall be waived.
- E. This Agreement does not guarantee any level of employment for any bargaining unit member.

ARTICLE 24 – STRIKES AND LOCKOUTS

- A. During the term of this Agreement, the Association and the members of the bargaining unit will not initiate, cause, permit, or participate, or join in any strike or work stoppage, at District No. 9 involving any dispute between the Association and the District.
- B. There will be no lockout of members of the bargaining unit by the District as a consequence of any labor dispute arising between the District and the Association during the terms of this Agreement.

ARTICLE 25 — COMPLAINT PROCEDURE

- A. A complaint is any negative remark or criticism filed against a teacher.
- B. If the District intends to act upon a complaint from a parent, student, non-District administrator, or other member of the community and make it a part of the employee's personnel file, the parties will first attempt to resolve the complaint at an informal level. If the complaint remains unresolved, said complaint shall be processed as follows:
 - 1. If the administration intends to make a record of the evaluation report or a complaint received concerning the teacher, or
 - 2. If the administration intends to place a record of such complaint in the teacher's personnel file, or
 - 3. If in the administrator's judgment, such complaint is sufficiently relevant to the teacher's performance to indicate the desirability of a conference, then:
- C. Pursuant to B above, a conference shall be held with the teacher within ten (10) working days after the complaint is made to the administration, unless precluded by the Services to Children and Families or law enforcement agency. At the conference, the teacher will be given a copy of the complaint in writing and said complaint shall include all available information, including person(s) making the complaint, nature of complaint, and requested remedy, if any. If the teacher believes it necessary, the teacher shall have the right to request to meet with the complainant and the administrator.
- D. Any such complaint which the administration chooses not to discuss with the teacher or which is not discussed within the required time shall not be considered in the teacher's evaluation and shall not be used against the teacher in any subsequent action by the District.
- E. The teacher will have the right to attach rebuttals or explanations to any written documents placed in the personnel file.
- F. The teacher shall have a right to be represented at any meetings or conferences regarding such complaint.

ARTICLE 26 – SUPPLEMENTAL RETIREMENT PROGRAM

- A. No employee hired after July 1, 2002, shall be eligible for the benefits of this Article.
- B. For those teachers who retire on or after age 55, who have worked continuously for the district until retirement, and worked for the District during and prior to the 2001-02 school year, the District will contribute per month, 1/15 of \$600 for each continuous year of service to the District (from their first date of service as a teacher until the 2001-02 school year). The amount shall be paid out over a one hundred-twenty (120) month period of time after retirement or until the retiree is age 65, whichever is sooner. The retiree also has the option of applying this payment towards their insurance premium as per Article 19.
- C. A teacher exercising the early retirement option must give written notice no later than March 15 of the calendar year in which retirement is anticipated.
- D. Beginning in the 2002-2003 school year an eligible teacher may only take early retirement after fifteen (15) years service to the District and be 55 years of age or PERS eligible.
- E. Staff who retire from PERS and continue working for the District are not allowed to draw the district early retirement stipend until they no longer receive insurance coverage or an opt-out stipend as part of the compensation from the district.
- F. Retired teachers may participate in Section 125 plans in accordance with plan rules of the carrier.
- G. Surviving spouse of retiree will receive an amount sufficient to purchase single party health insurance through the District's group health insurance program until teacher's eligibility for early retirement would have expired or the surviving spouse reaches age 65, whichever comes first, unless the surviving spouse remarries or has other coverage.

ARTICLE 27 – EVALUATION

All employees will be notified of the criteria for evaluation.

- A. Employees will confer with their supervisors concerning the establishment of goals and to review the completed evaluation report. The teacher will be provided written feedback following each formal post-observation conference.
- B. Probationary teachers will be evaluated at least annually. Probationary teachers not re-employed for the following school year will be so notified by March 15.
- C. Contract teachers will be evaluated based on a process determined pursuant to ORS 342.850.
- D. All evaluations shall be in writing. The teacher shall have an opportunity to attach a rebuttal to any evaluation.

ARTICLE 28 — PERSONNEL FILES

- A. Employees or designated representatives will have the right, upon request, to review the contents of their official personnel files and any working files and to receive a copy at Board expense of any documents contained herein.
1. Building administrators may maintain working files for staff members under their supervision. Teachers shall have the right to review working files upon request.
 2. An employee will be entitled to have a representative of the Association accompany him during such review.
 3. At least once every two (2) years, an employee will have the right to indicate those documents and/or other materials in his/her personnel file thought to be obsolete or otherwise inappropriate for retention. Said documents will be destroyed if approved by the superintendent, except that all charges resulting in disciplinary action shall be considered a permanent part of a teacher's personnel file and shall not be removed for any reason. This does not diminish or affect an employee's rights to challenge disciplinary records and actions based on just cause (currently Article 6, Section C).
- B. No material derogatory to an employee's conduct, service, character, or personality will be placed in the employee's official personnel file unless the employee has had an opportunity to review the material. An employee will acknowledge that the employee has had the opportunity to review such material by affixing the employee's signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee will also have the right to submit a written rebuttal to such materials which will be attached to the file copy.
- C. The Board agrees to protect the confidentiality of personal references, academic credentials, and other similar documents.

ARTICLE 29 — PART-TIME EMPLOYEES

- A. Any employee who is less than .5 FTE will not be eligible for District paid health insurance benefits or the insurance stipend.
- B. Any employee who is .5 FTE will be eligible for ½ of the regular District paid health insurance benefits or ½ of the insurance stipend. All leaves normally awarded to a full-time employee will also be divided in half.
- C. Any employee who works more than .5 FTE will be awarded a full District benefit package.
- D. Half-time teachers who have a yearly contract will have pay and benefits determined by the yearly schedule. Therefore, teachers may work less than half-time part of the year and more than half-time part of the year, but if the total time worked equals half-time for the year, they will qualify for half-time benefits for the entire year.

ARTICLE 30 — SAFE WORKING CONDITIONS

Teachers will not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

ARTICLE 31 — EXPEDITED MID-TERM BARGAINING

For the purposes of mid-term bargaining, the parties will follow ORS 243.698.

For illustration purposes: ORS 243.698 Expedited bargaining process; notice; implementation of proposed changes.

- (1) When the employer is obligated to bargain over employment relations during the term of a collective bargaining agreement and the exclusive representative demands to bargain, the bargaining may not, without the consent of both parties and provided the parties have negotiated in good faith, continue past 90 calendar days after the date of the notification specified in subsection (2) of this section is received.
- (2) The employer shall notify the exclusive representative in writing of anticipated changes that impose a duty to bargain.
- (3) Within 14 calendar days after the employer's notification of anticipated changes specified in subsection (2) of this section is sent, the exclusive representative may file a demand to bargain. If a demand to bargain is not filed within 14 calendar days of the notice, the exclusive representative waives its right to bargain over the change or the impact of the change identified in the notice.
- (4) The expedited bargaining process shall cease 90 calendar days after the written notice described in subsection (2) of this section is sent, and the employer may implement the proposed changes without further obligations to bargain. At any time during the 90-day period, the parties jointly may agree to mediation, but that mediation shall not continue past the 90-day period from the date the notification specified in subsection (2) of this section is sent. Neither party may seek binding arbitration during the 90-day period.

ARTICLE 32 – DURATION AND TERMINATION

This Agreement shall be effective July 1, 2014, and shall be binding upon the Board, the Association, and the members of the bargaining unit; and shall remain in full force and effect through June 30, 2018.

TILLAMOOK SCHOOL DISTRICT NO. 9

TILLAMOOK EDUCATION ASSOCIATION

Kirsti Spachnermeier

Marcine Jensen

9 June 2014
Date

9 June 2014
Date

Randy Schulz

Hendy Alibager

6/9/14
Date

9 June 2014
Date

APPENDIX A
2014-2015 Licensed Staff Salary Schedule
4% Increase - No Steps!

Column	BA BA + 15	BA + 30	BA + 45	BA + 75 MA	BA + 90 MA + 15	BA + 105 MA + 30	BA + 120 MA + 45
Step	A	B	C	D	E	F	G
1	\$34,165	\$35,190	\$36,245	\$37,333	\$38,453	\$39,606	\$40,795
2	\$35,190	\$36,245	\$37,333	\$38,453	\$39,606	\$40,795	\$42,018
3	\$36,245	\$37,333	\$38,453	\$39,606	\$40,795	\$42,018	\$43,279
4	\$37,333	\$38,453	\$39,606	\$40,795	\$42,018	\$43,279	\$44,577
5	\$38,453	\$39,606	\$40,795	\$42,018	\$43,279	\$44,577	\$45,915
6	\$39,606	\$40,795	\$42,018	\$43,279	\$44,577	\$45,915	\$47,292
7	\$40,795	\$42,018	\$43,279	\$44,577	\$45,915	\$47,292	\$48,711
8	\$42,018	\$43,279	\$44,577	\$45,915	\$47,292	\$48,711	\$50,172
9	\$43,279	\$44,577	\$45,915	\$47,292	\$48,711	\$50,172	\$51,677
10	\$44,577	\$45,915	\$47,292	\$48,711	\$50,172	\$51,677	\$53,228
11	\$45,915	\$47,292	\$48,711	\$50,172	\$51,677	\$53,228	\$54,825
12			\$50,172	\$51,677	\$53,228	\$54,825	\$56,469
13			\$51,677	\$53,228	\$54,825	\$56,469	\$58,163
14			\$53,228	\$54,825	\$56,469	\$58,163	\$59,908
15			\$54,825	\$56,469	\$58,163	\$59,908	\$61,705

APPENDIX B
2015-2016 Licensed Staff Salary Schedule
Steps Only! Step 16 Added!

Column	BA BA + 15	BA + 30	BA + 45	BA + 75 MA	BA + 90 MA + 15	BA + 105 MA + 30	BA + 120 MA + 45
Step	A	B	C	D	E	F	G
1	\$34,165	\$35,190	\$36,245	\$37,333	\$38,453	\$39,606	\$40,795
2	\$35,190	\$36,245	\$37,333	\$38,453	\$39,606	\$40,795	\$42,018
3	\$36,245	\$37,333	\$38,453	\$39,606	\$40,795	\$42,018	\$43,279
4	\$37,333	\$38,453	\$39,606	\$40,795	\$42,018	\$43,279	\$44,577
5	\$38,453	\$39,606	\$40,795	\$42,018	\$43,279	\$44,577	\$45,915
6	\$39,606	\$40,795	\$42,018	\$43,279	\$44,577	\$45,915	\$47,292
7	\$40,795	\$42,018	\$43,279	\$44,577	\$45,915	\$47,292	\$48,711
8	\$42,018	\$43,279	\$44,577	\$45,915	\$47,292	\$48,711	\$50,172
9	\$43,279	\$44,577	\$45,915	\$47,292	\$48,711	\$50,172	\$51,677
10	\$44,577	\$45,915	\$47,292	\$48,711	\$50,172	\$51,677	\$53,228
11	\$45,915	\$47,292	\$48,711	\$50,172	\$51,677	\$53,228	\$54,825
12	\$47,292	\$48,711	\$50,172	\$51,677	\$53,228	\$54,825	\$56,469
13			\$51,677	\$53,228	\$54,825	\$56,469	\$58,163
14			\$53,228	\$54,825	\$56,469	\$58,163	\$59,908
15			\$54,825	\$56,469	\$58,163	\$59,908	\$61,705
16			\$56,469	\$58,163	\$59,908	\$61,705	\$63,557

APPENDIX C
2016-2017 Licensed Staff Salary Schedule
2.5% Increase, No Steps!

Column	BA BA + 15	BA + 30	BA + 45	BA + 75 MA	BA + 90 MA + 15	BA + 105 MA + 30	BA + 120 MA + 45
Step	A	B	C	D	E	F	G
1	\$35,019	\$36,070	\$37,152	\$38,266	\$39,414	\$40,597	\$41,814
2	\$36,070	\$37,152	\$38,266	\$39,414	\$40,597	\$41,814	\$43,069
3	\$37,152	\$38,266	\$39,414	\$40,597	\$41,814	\$43,069	\$44,361
4	\$38,266	\$39,414	\$40,597	\$41,814	\$43,069	\$44,361	\$45,692
5	\$39,414	\$40,597	\$41,814	\$43,069	\$44,361	\$45,692	\$47,063
6	\$40,597	\$41,814	\$43,069	\$44,361	\$45,692	\$47,063	\$48,474
7	\$41,814	\$43,069	\$44,361	\$45,692	\$47,063	\$48,474	\$49,929
8	\$43,069	\$44,361	\$45,692	\$47,063	\$48,474	\$49,929	\$51,426
9	\$44,361	\$45,692	\$47,063	\$48,474	\$49,929	\$51,426	\$52,969
10	\$45,692	\$47,063	\$48,474	\$49,929	\$51,426	\$52,969	\$54,558
11	\$47,063	\$48,474	\$49,929	\$51,426	\$52,969	\$54,558	\$56,195
12	\$48,474	\$49,929	\$51,426	\$52,969	\$54,558	\$56,195	\$57,881
13			\$52,969	\$54,558	\$56,195	\$57,881	\$59,617
14			\$54,558	\$56,195	\$57,881	\$59,617	\$61,406
15			\$56,195	\$57,881	\$59,617	\$61,406	\$63,248
16			\$57,881	\$59,617	\$61,406	\$63,248	\$65,146

APPENDIX D
2017-2018 Licensed Staff Salary Schedule
Steps and 1% Increase

Column	BA BA + 15	BA + 30	BA + 45	BA + 75 MA	BA + 90 MA + 15	BA + 105 MA + 30	BA + 120 MA + 45
Step	A	B	C	D	E	F	G
1	\$35,369	\$36,430	\$37,523	\$38,649	\$39,808	\$41,003	\$42,233
2	\$36,430	\$37,523	\$38,649	\$39,808	\$41,003	\$42,233	\$43,500
3	\$37,523	\$38,649	\$39,808	\$41,003	\$42,233	\$43,500	\$44,805
4	\$38,649	\$39,808	\$41,003	\$42,233	\$43,500	\$44,805	\$46,149
5	\$39,808	\$41,003	\$42,233	\$43,500	\$44,805	\$46,149	\$47,533
6	\$41,003	\$42,233	\$43,500	\$44,805	\$46,149	\$47,533	\$48,959
7	\$42,233	\$43,500	\$44,805	\$46,149	\$47,533	\$48,959	\$50,428
8	\$43,500	\$44,805	\$46,149	\$47,533	\$48,959	\$50,428	\$51,941
9	\$44,805	\$46,149	\$47,533	\$48,959	\$50,428	\$51,941	\$53,499
10	\$46,149	\$47,533	\$48,959	\$50,428	\$51,941	\$53,499	\$55,104
11	\$47,533	\$48,959	\$50,428	\$51,941	\$53,499	\$55,104	\$56,757
12	\$48,959	\$50,428	\$51,941	\$53,499	\$55,104	\$56,757	\$58,460
13			\$53,499	\$55,104	\$56,757	\$58,460	\$60,214
14			\$55,104	\$56,757	\$58,460	\$60,214	\$62,020
15			\$56,757	\$58,460	\$60,214	\$62,020	\$63,881
16			\$58,460	\$60,214	\$62,020	\$63,881	\$65,797

Appendix E (cont.)

2014-2018 Extra Duty Salary Schedule						
Steps Only!						
	A	B	C	D	E	F
0	4,270	3,703	3,418	3,136	2,846	2,563
1	4,419	3,832	3,538	3,245	2,945	2,653
2	4,574	3,966	3,662	3,359	3,049	2,746
3	4,734	4,105	3,790	3,477	3,155	2,842
4	4,900	4,249	3,922	3,598	3,266	2,942
5	5,071	4,398	4,060	3,724	3,380	3,044

	G	H	I	J	K	L
0	2,279	1,711	1,424	1,140	993	856
1	2,359	1,771	1,474	1,180	1,028	886
2	2,441	1,832	1,525	1,222	1,064	917
3	2,527	1,897	1,579	1,264	1,101	949
4	2,615	1,963	1,634	1,309	1,140	982
5	2,706	2,032	1,691	1,354	1,180	1,016

Appendix E (cont.)

Ticket Taker	\$25.00 per event
Outdoor School	
Training Session	\$30.45 per session
One-Week @	\$76.13
Each Night	\$30.45
High School Event Manager 2014-18	\$85.00 per event
Driver Education	Curriculum Rate
Curriculum Rate	Formula: (Base Salary/190/7.75)
2014-15	\$23.20
2015-16	\$23.20
2016-17	\$23.78
2017-18	\$24.02
Special Education Teacher Stipend	\$1500 per year
For work outside of contract time on IEP's, contacts, tasks required by law. (Teacher option: Choose stipend or 1-day substitute per month for paperwork.)	

**Appendix E (cont.)
Extra Duty Placement**

Scale	High School	Junior High	Elementary
A	Activity Director Athletic Director		
B	Head Basketball Head Football Head Wrestling Head Track Head Soccer Head Volleyball Head Softball Head Baseball		
C	FFA Advisor Head Band		
D			
E	Head Cross Country Head Swimming Head Golf Head Tennis Asst. Football Asst. Basketball Asst. Wrestling Asst. Volleyball Asst. Softball Asst. Track Asst. Soccer Asst. Baseball Head Speech Class Advisor		
F	Asst. Cross Country Asst. Swimming Asst. Golf Asst. Speech	Jr. High Athletics Jr. High Activities	
G	Head Choir Yearbook Advisor	Head Track Head Basketball Head Football Head Wrestling Head Cross Country Head Volleyball	
H		Asst. Basketball Asst. Track Asst. Football Asst. Wrestling	
I	School Paper		
J	Drama Advisor	Student Council Advisor	

Scale	High School	Junior High	Elementary
K			
L		Annual Advisor	