COLLECTIVE BARGAINING AGREEMENT

Between

PLEASANT HILL SCHOOL DISTRICT #1

And

PLEASANT HILL EDUCATION ASSOCIATION/LUBC

2020 - 2023



TABLE OF CONTENTS

| ARTI | ICLE 1. RECOGNITION | 5 |
|------|---|----|
| A. | DEFINITIONS | 5 |
| B. | RECOGNITION | 5 |
| C. | SUCCESSOR AGREEMENT. | 6 |
| ARTI | ICLE 2. GRIEVANCE PROCEDURE | 6 |
| ARTI | ICLE 3. DISTRICT RIGHTS | 8 |
| ARTI | ICLE 4. ASSOCIATION RIGHTS | 8 |
| A. | DUES AND PAYROLL DEDUCTIONS | 8 |
| B. | DUES AND PAYROLL DEDUCTIONS IDEMINIFCATION | 9 |
| C. | ASSOCIATION FACILITIES AND COMMUNICATIONS. | 9 |
| D. | ASSOCIATION LEAVE. | 10 |
| E. | ASSOCIATION/DISTRICT RELATIONS. | 10 |
| F. | LIAISON COMMITTEE. | 11 |
| G. | ADMINISTRATIVE LIAISON. | 11 |
| ARTI | ICLE 5. EMPLOYEE RIGHTS | 11 |
| A. | REPRESENTATION. | 11 |
| B. | EMPLOYEE DISCIPLINE. | 11 |
| C. | PERSONAL FREEDOM. | 12 |
| D. | NON-DISCRIMINATION. | 13 |
| E. | CRITICISM OF EMPLOYEES. | 13 |
| F. | SAFETY. | 13 |
| ARTI | ICLE 6. PERSONNEL FILES. | 13 |
| ARTI | ICLE 7. COMPLAINT PROCEDURE | 14 |
| ARTI | ICLE 8. ASSIGNMENTS, VACANCIES AND TRANSFERS | 15 |
| A. | ASSIGNMENTS. | 15 |
| B. | VACANCIES. | 15 |
| C. | TRANSFERS TO ANOTHER BUILDING OR REASSIGNMENT | 15 |
| D. | SPLIT ASSIGNMENTS. | 16 |
| ARTI | ICLE 9. EVALUATION | 16 |
| A. | EVALUATION. | 16 |
| В. | PROGRAM OF ASSISTANCE. | 17 |

| C. | PEER ASSISTANCE. | 18 |
|------|---|----|
| ARTI | ICLE 10. REDUCTION IN FORCE | 19 |
| A. | LAYOFF. | 19 |
| B. | RECALL. | 20 |
| C. | APPEAL PROCEDURE. | 21 |
| ARTI | ICLE 11. CALENDAR AND WORKDAY | 21 |
| A. | SCHOOL YEAR. | 21 |
| B. | LENGTH OF SCHOOL DAY | 21 |
| C. | PREPARATION TIME. | 22 |
| D. | INCLEMENT WEATHER. | 23 |
| ARTI | ICLE 12. WORKLOAD | 23 |
| A. | EMPLOYEE INPUT. | 23 |
| B. | CLASS LOAD. | 23 |
| C. | HEALTH SERVICES. | 24 |
| ARTI | ICLE 13. INSTRUCTION AND PROFESSIONAL DEVELOPMENT | 24 |
| A. | ACADEMIC FREEDOM. | 24 |
| B. | PROFESSIONAL DEVELOPMENT FUND. | 25 |
| C. | TUITION REIMBURSEMENT. | 25 |
| D. | CPD PLANS | 26 |
| E. | MENTOR EMPLOYEE. | 26 |
| F. | ON-LINE LEARNING. | 27 |
| G. | SITE COUNCILS. | 28 |
| H. | STUDENT EVALUATION. | 28 |
| I. | STUDENT DISCIPLINE. | |
| J. | IPD SALARIES. | |
| | ICLE 14. COMPENSATION | |
| A. | SALARY. | |
| B. | | |
| C. | REIMBURSEMENT FOR TRAVEL EXPENSE. | 31 |
| D. | | |
| E. | EXTRA TEACHING. | |
| | ICLE 15. INSURANCE | |
| A. | INSURANCE COVERAGE AND PREMIUM LIMITATIONS. | 33 |
| ΔRTI | ICLE 16 FARLY RETIREMENT | 3/ |

| ARTI | ICLE 17. PAID LEAVES. | 36 |
|------|----------------------------------|----|
| A. | SICK LEAVE. | 36 |
| B. | SICK LEAVE BANK. | 36 |
| C. | BEREAVEMENT LEAVE. | 37 |
| D. | PERSONAL LEAVE. | 37 |
| E. | COURT APPEARANCE LEAVE. | 38 |
| F. | FAMILY MEDICAL LEAVE. | 38 |
| ARTI | ICLE 18. UNPAID LEAVES | 38 |
| A. | LEAVES OF ABSENCE. | 38 |
| B. | PARENTING LEAVE. | 38 |
| C. | FAMILY MEDICAL LEAVE. | 38 |
| ARTI | ICLE 19. GENERAL PROVISIONS. | 39 |
| A. | MAINTENANCE OF STANDARDS. | 39 |
| B. | COMPLIANCE. | 39 |
| C. | SAVINGS CLAUSE. | 39 |
| D. | MODIFICATIONS. | 39 |
| ARTI | ICLE 20. TERMS OF THE AGREEMENT. | 40 |
| AP | PPENDIX A-1 | 41 |
| AP | PPENDIX A-2 | 42 |
| AP | PPENDIX A-3 | 43 |
| AP | PPENDIX B | 44 |
| AP | PPENDIX C | 45 |
| AP | PPENDIX D | 46 |

ARTICLE 1. RECOGNITION.

A. **DEFINITIONS**

This Agreement is entered into between the Board of Education on behalf of the Pleasant Hill School District No. 1, Lane County, Oregon, herein referred to as the "Board" or "District", and the Pleasant Hill Education Association/Lane Unified Bargaining Council, herein referred to as the "Association".

B. **RECOGNITION**

- 1. The Board recognizes the Association as the exclusive bargaining representative on wages, hours and conditions of employment for all regular and temporary (as defined in Section B, 5, below) full-time and regular part-time (half-time or more) licensed personnel employed by the District. (Exception: employees reduced to less than halftime by District action shall remain in the bargaining unit.)
- 2. Supervisors, including the Principals and the High School Vice-Principal, confidential employees, classified employees, and substitutes are specifically excluded from the bargaining unit.
- 3. Contract employee shall mean anyone who has successfully completed a three (3) year probationary period in the Pleasant Hill School District.
- 4. Substitute employee shall mean anyone who is employed to take the place of a contract or probationary employee who is temporarily absent. A substitute for any individual employee more than sixty (60) consecutive teaching days in the same school year shall become a temporary employee.
- 5. Temporary employee shall mean anyone employed to: fill a position designed as temporary or experimental; or to fill a vacancy which occurs after the opening of school, because of unanticipated enrollment, or because of death, disability, or other leave, retirement, resignation, or dismissal of a contract or probationary employee. Where the position is known to exist for more than sixty (60) consecutive contract days, the employee is a bargaining unit member from the first day of employment. If the length of time is unknown at the commencement of the assignment, the employee shall become a bargaining unit member as of the sixty-first (61st) day of employment in that position.
- 6. This Agreement shall modify; replace; or add to any policies, rules, regulations, procedures, or practices of the District which shall be contrary to, or inconsistent with, its terms. The provisions of this Agreement shall be incorporated into and become part of the established policies, rules, regulations, practices, and procedures of the District. Existing policies, rules, regulations, practices, and procedures, which are consistent with this Agreement, are not modified.
- 7. There shall be two signed copies of the final Agreement for the purpose of records. One copy shall be retained by the District and one copy shall be retained by the Association. Within one month of ratification of this Agreement by both parties, the School Board agrees to print sufficient copies of the Agreement for all employees

and administrative staff, and agrees to deliver those copies to the respective groups for distribution.

C. SUCCESSOR AGREEMENT.

The parties agree to enter into collective bargaining over a successor Agreement no later than February 15 prior to the expiration of this Agreement. Any Agreement so negotiated shall be reduced to writing after ratification by the parties. Either party may institute by letter an initial meeting to establish a timeline for negotiations.

ARTICLE 2. GRIEVANCE PROCEDURE.

A. The purpose of this Procedure is to provide an orderly method for solving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the Grievance Procedure, and there shall be no suspension of work or interference with the operation of the school system. Meetings or discussions involving grievances or these Procedures shall not interfere with teaching duties or classroom instruction. For the purposes of this Procedure, days shall mean employee workdays; except during the summer break, when days shall refer to days that the District Office is open.

B. "Grievance" shall mean:

- 1. a complaint by any employee or group of employees and the Association, that there has been to him/her (or them) a violation or inequitable application or interpretation of any provisions of the Contract;
- 2. any contention concerning violation of specific District Personnel Policies and Administrative Rules and Regulations related thereto, not governed by a provision of this Agreement, shall be subject to the Grievance Procedure outlined in this Agreement, but shall not be subject to binding arbitration;
- 3. however, the dismissal and non-renewal of a probationary employee is not considered a grievance within the meaning of this Contract.
- C. Pursuant to ORS 342.895 (5), a moratorium shall be placed on grievance timelines indicated below, while an employee is on a Program of Assistance for grievances related to Evaluation Procedures or fundamental unfairness in a Program of Assistance.
- D. Grievances will be processed in the following manner and within the stated time limits:
 - Step 1: The aggrieved party shall promptly attempt to resolve the grievance informally between the employee and his/her Principal, within ten (10) days after the facts upon which the grievance is based become known. If the grievance is not resolved informally, it shall be reduced to writing by the party who shall submit it to the Principal within ten (10) days after the informal meeting. The grievance will be deemed waived if it has not been submitted to the Principal, in writing, within the time limits set forth in Step 1.

The Principal will reply, in writing, to the aggrieved party, with copy to The Association, within ten (10) days after receipt of the written Grievance. If no

reply is given within ten (10) days, the grievance shall be deemed denied.

- Step 2: If the grievance is not settled in Step 1 and the party wishes to appeal the grievance to Step 2, the party may file the grievance in writing to the Superintendent within ten (10) days after the receipt of the Principal's written answer. The written grievance shall give a clear and concise statement of the alleged grievance, including the facts upon which the grievance is based, the issues involved and the relief sought. The Superintendent or his/her representative shall thoroughly review the grievance, arrange for necessary discussions, and give a written answer to the party, with a copy to the Association, no later than ten (10) days after receipt of the written grievance. If no reply is given within ten (10) days, the grievance shall be deemed denied.
- Step 3: Grievances not settled in Step 2 of the Grievance Procedure may be appealed to the School Board within ten (10) days after the receipt of the Superintendent's response. The School Board shall, within ten (10) days of receipt, schedule a hearing at a time and date which is mutually agreeable to the parties and which is no more than twenty-five (25) days from the receipt of the appeal. The School Board shall than have ten (10) days after the Hearing to provide a written response.
- Step 4: If the decision at the previous step is not satisfactory and the grievance involves the interpretation, meaning, or application of this Agreement, the grievance may be referred to binding arbitration by the Association within ten (10) days of receipt of the Board's written response. A list of seven (7) arbitrators, who shall be registered with the American Arbitration Association, shall be requested from the Employment Relations Board by the Association. Choice of Arbitrator from this list shall be accomplished by alternate striking of names, with the party striking second to be chosen by lot. Arbitration proceedings shall be determined by the Voluntary Labor Arbitration Rules of the A.A.A. The Arbitrator's decision shall, within the scope of his/her authority, be final and binding on both parties to the extent that said decision is not contrary to state law. Costs incurred for the Arbitrator shall be shared equally by the Board and the Association. Each party shall pay any and all costs incurred by said party.

E. GENERAL PROVISIONS.

- 1. Any aggrieved person may be represented at all stages of the Grievance Procedure by himself/herself or, at his/her option, by a representative selected by the Association.
- 2. The Association shall have the right to be present and to state its view at all stages of the Grievance Procedure, if the employee has chosen to represent himself/herself.
- 3. All documents pertaining to any grievance will be filed exclusively in a confidential grievance file. The confidential grievance file is defined to be a place in the District Office, under the supervision of the Superintendent, where all grievance documents are filed.
- 4. There shall be no restraint, interference, discrimination, or reprisal exerted on any

employee in violation of ORS 243.672 (1)(a) or (c) for choosing to use these Procedures for resolution of grievances.

ARTICLE 3. DISTRICT RIGHTS.

The Association recognizes that the District has the responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the School District to the full extent authorized by law. All rights of management in policy making, establishment of rules and regulations and direction of the School District not specified by this Agreement are retained by the District.

1. The Board retains the right to manage, direct and control its business and assign personnel except as such rights are modified or waived by this contract.

ARTICLE 4. ASSOCIATION RIGHTS.

A. DUES AND PAYROLL DEDUCTIONS.

- 1. Any employee who is a member of the Association or who has applied for membership may sign and deliver personally or through the Association to the Superintendent an assignment authorizing deductions of membership dues in the United Teaching Profession (i.e., Local OEA-NCA). Such authorization shall continue in effect from year to year, unless revoked in writing as hereinafter provided. Pursuant to such authorization, the District shall deduct one-twelfth of such dues from the first regular salary check of the employee each month for twelve (12) months, beginning in September and ending in August of each year. Deductions for employees who join the Association after the commencement of the school year shall be appropriately prorated, so that payments will be completely paid by the next August. The District will deduct dues, fees, and any other assessments or authorized deductions to the Pleasant Hill Education Association (PHEA) and the Oregon Education Association (OEA) in accordance with the payroll deduction authorizations signed by members and provided to the OEA. The OEA will provide the District with a list identifying the employees who have signed such authorizations and the authorized deduction amounts. The District shall rely on the list to make the authorized deductions and to remit payment to the PHEA and the OEA.
- 2. Upon appropriate written request from the employee, the District shall deduct from the salary of any employee and make appropriate remittance for all approved deductions that we presently have and anymore which can be handled within the mechanical limits of the District's accounting system and approved jointly by the Association and the Board. In addition, the District shall perform the same service for Association members for any insurance plans offered exclusively by the Association for Association members within the mechanical limits of the District's accounting system. SHARING INFORMATION: In October, February, and May of each year, the District shall provide to the OEA Membership Specialist an Excel-compatible database of each employee in the bargaining unit (both active members and nonmembers) that includes the employee ID, date of birth, first date of service, FTE, classification or title, PERS classification, worksite, position on the salary schedule,

home address, home phone number, and personal email address. Whenever a new employee is hired into the bargaining unit, the District shall provide the above information within ten (10) days of hire.

B. DUES AND PAYROLL DEDUCTIONS IDEMINIFCATION

- 1. The Association agrees to hold the District harmless against any and all claims, suits orders, or judgments brought against the District as a result of Sections A and B of this Article. The District agrees to allow attorney(s) selected by the Association to defend the Association and the District in such claims. When the District Office has collected incorrect amounts, however, the District shall correct any and all such errors not later than the next pay period following written notification of the error.
- 2. The Association shall have the right to conduct meetings at employee work locations before or after regular work hours, during meal periods, and during any other break periods. The Association shall have the right to select the time and place of meetings, provided that the meetings do not interfere with the District's operations. The Association shall have the right to conduct meetings without undue interference.

The Association shall have the right to meet with new employees for one hour during New Staff Orientation and for one hour during the workday within 30 days after hire without loss of pay or benefits.

C. ASSOCIATION FACILITIES AND COMMUNICATIONS.

- 1. The Association may, at the discretion of the Administration, use schoolrooms and other meeting rooms for Association meetings at reasonable times during non-instructional hours, provided that such meetings shall not interfere with the normal school operations. The Association may use schoolrooms and other meeting rooms for Association meetings after regular building hours, when such rooms are not previously scheduled for other use.
- 2. The Association may post Association materials on bulletin boards located in faculty rooms and workrooms.
- 3. The Association may use interschool mail and employee mail boxes for communications. The Association shall hold the District harmless (as per Section B, 4, above) against claims by the U.S. Postal Service, any state or federal agency, or any individual or group of individuals regarding the Association's use of the District's mail service.
- 4. The Association may use school equipment normally available to employees, as needed, providing such use does not interfere with school business. The Association will pay for the actual costs of such use (e.g. the copying charge per copy paid by the District).
- 5. The rights granted to the Association under this Section shall be suspended upon the District's receipt of a notice of strike from the Association.

D. ASSOCIATION LEAVE.

- 1. The District shall grant the Association and its members a total of ten (10) days paid leave for Association business, except that such days may not be used for Association governance. Such leave must be requested by the Association President at least twenty-four (24) hours in advance. The Association will pay the cost of the substitutes(s) hired. Four (4) Association members maximum, elected or appointed, shall be allowed time off from their regular school duties to attend meetings of interest to the Association. Such meetings will be scheduled so as not to interfere with normal school duties, whenever possible.
- 2. Whenever the presence of any representative of the Association or any employee is required during working hours in negotiations; grievance proceedings; unfair labor practice hearings or similar proceedings, he/she shall suffer no loss in pay. An employee's presence is required for purposes of negotiations if he/she is a member of the Association Bargaining Team. An employee's presence is required for the purposes of the remaining occurrences covered by this provision if he/she is called as a witness.
- 3. An unpaid leave of absence of up to two (2) years may be granted to any employee for the purpose of serving as an officer in the state Association or on its staff. Upon return from such leave, the employee will be placed at the same position on the Salary Schedule as he/she was when the leave was granted. Under no circumstances will the number of leaves exceed one per year within the District.

E. ASSOCIATION/DISTRICT RELATIONS.

- 1. The Board agrees to furnish to the Association, in response to reasonable written requests, information which is of a public nature and/or required by law for the Association to function as bargaining representative.
- 2. Upon request, an Association representative shall be allowed to make brief announcements during any faculty or other professional meeting. The Association shall have the opportunity to suggest items for the agenda.
- 3. The Association shall have the opportunity to suggest items for the School Board agenda.
- 4. The District shall provide the Association with a seniority list, which includes: date of hire, birth date, salary placement, endorsements, and building position October 15 of each school year. The District shall also provide a list of all employees awarded extended duty contracts and stipends, to include the length of the contract, and the amount being paid.
- 5. The Association will be provided with the names and addresses of all new employees and all retiring employees, as soon as such information is available. Information normally reported to the District to assure accurate records will be forwarded to the Association.

F. LIAISON COMMITTEE.

- 1. The Association will elect a committee of three people for each building, which will meet as needed with the building Principal to discuss specific school problems and practices and to assist in the revision and development of building policy.
- 2. It is further agreed that meetings will occur outside of the student contact day and the times and dates for these meetings will be mutually agreed upon by the building Principal and Committee.
- 3. Agenda items will be furnished by the Principal and the Committee and each party will supply the other with its agenda items at least forty-eight (48) hours prior to the meeting time. All agenda items will be discussed except as prohibited by law or district policy.

G. ADMINISTRATIVE LIAISON.

- 1. One representative from grades kindergarten through five (5) and one representative from grades six (6) through twelve (12) will be appointed by the Association to meet with the Superintendent as needed to review and discuss current school problems and practices and the administration of this Agreement.
- 2. Times, dates and agendas for these meetings will be arrived at in the same fashion as used by the Liaison Committee in the building meetings with principals.

ARTICLE 5. EMPLOYEE RIGHTS.

A. REPRESENTATION.

An employee shall be entitled to have present a representative of the Association during any meeting, which might reasonably be expected to lead to disciplinary action. When a request for such representation is made, the meeting will be delayed up to a maximum of forty-eight (48) hours to enable the employee opportunity to obtain representation, unless student safety (e.g. inappropriate contact with a student) is involved and then the maximum delay will be twenty-four (24) hours. In any case, the District shall inform both the employee and PHEA in writing whether the employee has 24 or 48 hours to obtain representation. Further, in the event an administrator intends the meeting to be for the purpose of issuing discipline, the employee shall be advised of the meeting and the right to representation, in writing, under this provision of the Agreement, prior to the meeting taking place. If an employee is notified that a meeting will happen that is for the purpose of issuing discipline, such meeting shall happen within 48 hours of notification.

B. EMPLOYEE DISCIPLINE.

- 1. Discipline shall be defined as written reprimand, suspension without pay, reduction in base compensation or non-extension in the second year of a two (2) year contract.
- 2. An employee shall not be disciplined without just cause. The specific reasons forming the basis for the discipline shall be made available to the employee, on request.

- 3. No employee shall be dismissed; non-extended; or non-renewed, except for grounds enumerated in ORS 342.805-930.
- 4. An employee who is non-extended in the second year of a two (2) year contract shall have the option of challenging the District's actions under ORS 342.805 to 342.930 or, if the district agrees, through a just cause grievance, using the process of Article 2 of this Agreement. If the employee chooses the grievance option, and the district agrees to the grievance option, the parties agree to waive the rights, limitations, and procedures under ORS 342.805 to 342.930. If the grievance option is chosen, the selection of a hearings officer or arbitrator will be as follows:
 - a. a hearings officer will be selected from the OSBA/OEA list, using an alternate striking process;
 - b. an arbitrator will be selected using the process described in Article 2, section D, of this Agreement.
- 5. When processing a dismissal; non-extension; or non-renewal, the following timelines will apply:
 - a. If the District decides not to renew a probationary contract for the subsequent school year, written notice must be given to the employee no later than March 15.
 - b. In the case of a contract non-extension, initial notice of potential non-extension must be given to the employee no later than March 15 of the first year of his/her two (2) year contract. Final notice of non-extension must be given to the employee no later than March 15 of the second year of his/her two (2) year contract, to be effective at the end (June 30) of the two (2) year contract.
 - c. An employee's appeal of a non-extension or non-renewal must be sent by certified mail, within fifteen (15) days after receipt of notice of the School Board's decision. Ten (10) days shall be allowed for appeal of a dismissal.
 - d. Within five (5) days after receipt of the notice of appeal of contract non-extension, the District will provide the statutory grounds for the employment termination, a statement of facts in support, and a list of witnesses and documents to be relied upon at the Hearing. The District will comply with the Public Employees Collective Bargaining Act (P.E.C.B.A., 1973) as it relates to employees' ability to engage in union activities.
 - e. In case of contract employee dismissal, the District Superintendent shall give written notice of the statutory grounds and facts relied upon in a letter mailed or presented to the employee, no less than twenty (20) days before Board action.

C. **PERSONAL FREEDOM.**

The personal life of an employee is not an appropriate concern for the attention of the Board. It is recognized, however, that the conduct of an employee outside the school and/or the context of assigned duties may be sufficiently related to the employee's

effectiveness in performance of his/her duties, as to remove the conduct from the employee's "personal life".

D. **NON-DISCRIMINATION.**

The District and the Association affirm their adherence to the principles of free choice and agree that they shall not discriminate against nor favor any employee covered by this Agreement because of age, race, religion, gender, sexual orientation, national origin, the presence of any mental or physical handicap (providing the handicap does not impair the educational process), or by reason of an individual's membership or non-membership status in the Association.

If the employee chooses to pursue an alleged violation of this Section through another venue of competent jurisdiction, he/she will be barred from pursuing a remedy through the contractual Grievance Procedure of the same alleged violation. If the employee chooses to pursue an alleged violation of this Section through the Grievance Procedure, he/she will only be allowed to proceed beyond Step 1, upon signing a waiver of his/her right to pursue the same alleged violation through any other means of dispute resolution (including Civil Court or a governmental agency).

E. CRITICISM OF EMPLOYEES.

All criticism by the Administration or Board of an employee's professional performance shall be confidential.

F. SAFETY.

The District shall maintain all facilities and equipment that provide for a safe work environment, in accordance with state and federal regulations.

ARTICLE 6. PERSONNEL FILES.

- A. Personnel files shall be maintained for each employee by the District. This file shall contain materials relevant to the employee's employment and shall be the official record for the employee. In addition to such personnel files, administrators may maintain working files and the District may maintain investigatory files.
- B. All employee personnel records (which include personnel files, working files and investigatory files) shall be considered confidential and access to those records shall be permitted only in accordance with District Policy and state and federal law.
- C. Employees, alone, or with their representative, shall have the right to review the contents of their personnel records and to receive a copy of any documents contained therein.
- D. No material related to an employee's evaluation, or which is derogatory to an employee, will be placed in his/her file, unless he/she has had the opportunity to review the materials and has had the opportunity to affix his/her signature to the copy to be filed, with such an understanding that his/her signature to the copy does not indicate agreement. An employee then shall have the opportunity to submit a written response to said material and the right to have that written response to said material included in his/her personnel file.

- E. No evidence not previously recorded in an employee's personnel file, prior to the notification of discipline or other involuntary change in the employment status, shall be used by the Board as a basis for its action.
- F. Employees may remove from their personnel records any material over three (3) years old, except that Evaluations, complaints, program of assistance for improvement documentation, and written disciplinary actions shall be permanent parts of the employee's personnel file, unless eliminated through the grievance process or other personnel process. No material may be removed contrary to law.

ARTICLE 7. COMPLAINT PROCEDURE.

- A. If a written complaint is made against an employee, the complainant will be asked to sign that complaint and the Principal will share the written complaint with the employee during the initial meeting between the Principal and the employee. If the complaint is not written, the Principal will share the information provided by the complainant during the initial meeting between the Principal and the employee. If, after that meeting, the Principal decides that the complaint needs to be investigated further because it might lead to discipline, be considered in the employee's evaluation or be placed in the employee's personnel file, the complainant and/or the Principal will set down the specific details of the complaint and the complainant shall sign the document.
- B. The employee, if he/she so requests, may have the representative of his/her choice at meetings involving complaints made against that employee.
- C. If the complaint is not resolved through the discussion with the building Principal, then the employee may appeal the decision to the Superintendent.
- D. Any such complaint which the Administration chooses not to discuss with the employee or which is not discussed pursuant to Section A, above, within ten (10) working days, shall not be considered in the employee's evaluation, placed in the employee's personnel file, or used in any subsequent action by the District.
- E. Only complaints, which are signed by the complainant and which are determined to be valid shall be placed in the employee's personnel file, used in his/her evaluation, and/or used as basis for discipline. The complaint must be signed by the employee but, if said employee refuses to sign the complaint, it will still be processed if warranted and noted of the refusal to sign.
- F. If a complaint is placed in the employee's personnel file, it shall include at least the following information: name of the employee against whom the complaint is made; the date and nature of the complaint; and the name and signature of the party making the complaint.
- G. Any action taken by the District as a result of a complaint shall be for just cause and may be appealed through the Grievance Procedure.

- H. Only complaints, which are signed by a complainant, shall be processed in accordance with this Procedure. The District, however, retains the right to investigate concerns raised in a complaint and, if the concerns are substantiated by evidence independent of the complaint, to administer appropriate discipline in compliance with the provisions of Article 5, Section B, of this Agreement.
- I. The employee has the right to respond in writing to any complaint. If the complaint is placed in the employee's personnel file, this written response will be included.

ARTICLE 8. ASSIGNMENTS, VACANCIES AND TRANSFERS.

A. ASSIGNMENTS.

All employees will be given written preliminary notice of their grade, class, and/or subject assignments; building assignments; room assignments; or specialty (such as Librarian) for the forthcoming year, by the last day of the school year.

B. VACANCIES.

When a teaching vacancy occurs notice will be emailed to PHSD staff, posted on our website and hard copies will be sent to the principal's office of each school in the District for posting at least five (5) days before the closing date for applications. Employees within the District shall have priority consideration in the interview process, if their application has been filed along with their up-to-date confidential files.

District employees will be hired, if the administrator determines that they are as well qualified as applicants from outside the District.

Employees will be notified in writing after the decision has been made.

If the District directs in writing teachers whom it knows are resigning, retiring, or being laid off to perform work outside of the regular school day, whether in preparation for a move or otherwise, those teachers will be compensated at the Extra Duties Activities rate of pay in Appendix C Co-Curricular Schedule for that time worked.

C. TRANSFERS TO ANOTHER BUILDING OR REASSIGNMENT.

1. If the District intends to involuntarily transfer an employee to another building, the Superintendent will first discuss the matter with the employee before the transfer is finalized.

Reassignment shall be defined as an involuntary change to newly assigned classes or grade level requiring a different endorsement than the one for the classes that are currently being taught by that teacher; or requiring fifty percent (50%) of a teacher's assignment to change to an assignment that they have not taught in the last three years.

2. If an employee is reassigned to a position for which TSPC would require relicensure or additional endorsements, the District will pay for tuition; national teacher exam fees; and TSPC license fees for the additional license or endorsement.

3. If any involuntary transfer or reassignment to another teaching assignment, another room, or another building is made at any time, the employee shall be paid \$150 per day to make appropriate preparations. Such employees shall be given assistance with the transfer of material/equipment between work sites. The following shall be used in determining the amount of payment:

| a. | Movement within the building (no assignment change) | 1 Day |
|----|---|--------|
| b. | Movement to another building (no assignment change) | 2 Days |
| c. | Reassignment (new teaching position) | 2 Days |
| d. | Reassignment to new room within building | 3 Days |
| e. | Reassignment to new building | 4 Days |

4. If the District directs in writing teachers whom it knows are resigning, retiring, or being laid off to perform work outside of the regular school day, whether in preparation for a move or otherwise, those teachers will be compensated at the Extra Duties Activities rate of pay in Appendix C Co-Curricular Schedule for that time worked.

D. SPLIT ASSIGNMENTS.

All split-assignment teachers assigned to more than one building will be assured travel time between buildings in addition to a thirty (30) minute duty-free lunch period. Mileage allowances in accordance with the provisions of Article 14C REIMBURSEMENTS FOR TRAVEL EXPENSES will be paid for all required travel from building to building.

- 1. In cases where a teacher has a split assignment, one of the sites that the teacher is assigned will be considered "home base", as designated by the District. Preparation time for the teacher will be the normal amount for their "home base" as described in Article 11C PREPARATION TIME. The teacher will be responsible for attending staff meetings at the "home base" school as their school activities related schedule allows, and will be responsible for obtaining information generated at the meetings at the other school(s) not considered "home base".
- 2. A teacher with a split assignment will confer with the building principals to establish the teachers' assignment of non-instructional duties and attendance at scheduled school events and special meetings, proportional to their assignments in each building. Their "home base" principal will be their primary supervisor in case of conflicting supervisory directions.
- 3. The Association may request a list of all employees teaching part of full-time with split assignments, their respective FTEs, their assignments, their "home base", and their designated prep period.

ARTICLE 9. EVALUATION.

A. **EVALUATION.**

The purpose of evaluation is improvement of instruction; encouraging professional growth;

improving communication between employees and their immediate supervisor; and, when necessary, identifying and assisting employees to improve/correct areas of unsatisfactory performance which may lead to potential termination.

- 1. The District will comply with ORS 342.850 and school policy.
- 2. All probationary employees will be evaluated, at least, annually. Contract employees shall be evaluated at least once every two (2) years. Individual employees may request additional evaluations.
- 3. Each evaluation cycle shall consist of:
 - a. a pre-evaluation conference including goal setting;
 - b. at least one of the eleven (11) options as outlined in the *Educator's Handbook for Professional Growth*;
 - c. a post-observation conference within five (5) working days of a formal observation;
 - d. feedback, either oral or written, within five (5) working days of an informal observation: and
 - e. unless the employee is absent for an extended period of time, a final evaluation conference, at which time the employee shall have the opportunity to discuss the final Evaluation Report with his/her supervisor before said Report is: placed in his/her personnel file; used as a basis for a program of assistance; or used as a basis for a non-renewal, non-extension, or dismissal.
- 4. All formal observations will be conducted with at least one (1) day's advance notice for a minimum of thirty (30) continuous minutes.
- 5. The District will notify an employee of the evaluation procedures, criteria, and standards prior to the start of any evaluation cycle.
- 6. During the pre-evaluation conference, the evaluator and the employee will discuss expectations and standards specific to the employee, if any.
- 7. An employee may attach a rebuttal to any observation or Evaluation Report.

B. **PROGRAM OF ASSISTANCE.**

- 1. Before an employee is placed on a Program of Assistance, a meeting will be held to review either the evaluation or the appropriate data upon which the decision to proceed with the Program is based. At this meeting, the employee will be given written notice of the District's intent to place him/her on a Program of Assistance, with a copy to the LUBC/OEA Consultant. The employee will be advised of his/her right to representation in advance of this meeting.
- 2. Subsequently, the employee will meet with the administrator(s) responsible for administering the Program, for the purposes of: discussing the program; asking

questions; and seeking clarification of its requirements. The employee is entitled to Association representation in this meeting or any progress conference with administrators.

- 3. A contract employee shall be placed on a Program of Assistance, if the District does not extend an employee's contract by March 15 of the first year of his/her contract.
- 4. "Program of Assistance For Improvement" means a written plan for an employee that with reasonable specificity:
 - helps employees adapt and improve to meet changing demands of the Oregon Educational Act For The 21st Century in ORS Chapter 329, if applicable;
 - b. identifies specific deficiencies in the employee's conduct or performance;
 - c. sets forth corrective steps the employee may pursue to overcome or correct the deficiencies;
 - d. sets forth the specific assistance to be provided by the District;
 - e. sets forth a timeline for improvement which shall not be less than thirty (30) contract days; and
 - f. establishes the assessment techniques by which the District will measure and determine whether the employee has sufficiently corrected the deficiencies to meet District standards.
- 5. No employee will be placed on a Program of Assistance exclusively based on subject matter knowledge in an area for which the employee is not licensed.

C. PEER ASSISTANCE.

- 1. The District will offer peer assistance to any employee it placed on a Plan of Assistance, unless a peer is not available. The District may, also, offer peer assistance under any other circumstances it deems appropriate.
- 2. The peer shall be mutually selected by the District, the LUBC/OEA Consultant, and the employee receiving the assistance.
- 3. Participation in peer assistance is voluntary.
- 4. The District will provide eight (8) hours of release time or, at the employee's option, paid time at the curriculum rate, for both employees to be used for purposes related to peer assistance, such as observing other classrooms, to be arranged through the Principal.
- 5. No witness or document relating to, or arising from, peer assistance will be used for any purpose unless the employee receiving assistance and the District mutually agree to its use.

ARTICLE 10. REDUCTION IN FORCE.

A. LAYOFF.

- 1. The District shall determine when reductions in staff are necessary and which program areas shall be affected. Reduction in staff will not normally take place except for reasons state in ORS 342.934.
- 2. If reduction in force is deemed necessary by the Board of Directors, employees to be retained shall be selected on the basis of the District's adherence to the following criteria:
 - a. Proper license for the position at the time the reduction in force is announced.
 - b. **Seniority.** "Seniority" is defined as the length of service from the last date of hire with the Pleasant Hill School District. "Last date of hire" is defined as the first day of actual service in the District. Seniority shall not be broken by leaves of absence or layoff (but no seniority shall accrue during a layoff). Ties shall be broken by drawing lots.
 - c. **Competence or Merit.** When it is evident that a less senior employee has more competence or merit than a more senior employee.
 - i. "Competence" means the ability to teach a subject (area of TSPC endorsement) or grade level (elementary, middle school, or high school) 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.
 - ii. "Merit" is defined as the employees overall performance in the employee's primary assignment based on written materials contained in the employee's official personnel file such as special qualifications, related school district experiences, level of training, and other related documents in the file.
- 3. Whenever the District determines that a reduction in force is necessary, the District shall schedule a meeting with the Association through the Association President to discuss the reduction in force. Notification of the meeting will be confirmed by the District in writing.
- 4. If reduction in force is necessary, the School District shall make every reasonable effort to:
 - a. Transfer employees of courses scheduled for discontinuation to other positions for which they are licensed and qualified, pursuant to Section 2, above, and 4 (c) below.
 - b. Combine positions in a manner, which allows employees to remain licensed and qualified, so long as the combined positions meet the curriculum needs of the District and the competence considerations set out in this Article.

- c. Use seniority as a basis for reduction in force; i.e., contract and probationary unit members shall be released in inverse order of their length of current continuous service with the District unless it is evident that a less senior employee has more competence or merit than a more senior employee.
- 5. If the District determines that the most senior, properly licensed employee will not be retained for a position based on the competence or merit considerations outlined in Section 4(c) above, and that employee has teaching experience in the grade level or subject area during the past six to ten years, the District will notify the employee, in writing, of the requirements for retention. The employee will have twenty (20) days in which to notify the District of his/her willingness to complete the additional training or education to qualify for retention. The District will provide the additional training or additional educational opportunities, at District expense, sufficient to make the employee competent for the position.
- 6. The District will provide at least sixty (60) days' notice of layoff to the affected employees and to the Association, except in cases of financial exigency. This notice shall be in written form from the District to the affected employees, with a copy to the Association President.

B. **RECALL.**

- 1. If, within twenty-seven (27) months of layoff, a vacancy occurs for which a laid-off employee is licensed and highly qualified and the District intends to fill the position, the same criteria as used in the layoff shall be applied to recall.
- 2. Recalled employees will be eligible for the same benefits to which they were entitled at the time of layoff, if the said benefits are still in effect. However, benefits will not accrue during the time of layoff.

Notice of recall shall be sent via certified mail to the last address given to the District by the employee. The employee shall have fourteen (14) days from receipt of such notice within which to inform the District, in writing, of his/her intent to accept recall. Failure to contact the District within that time frame will be deemed a waiver of right to recall.

During the aforementioned twenty-seven (27) month period, individuals will forfeit their right to reappointment once an offer of reappointment has been refused or the laid-off employee cannot report to work within thirty (30) days after receipt of certified letter offering reappointment. In the event a laid-off employee is recalled when he/she is employed by another Oregon District, however, he/she shall have additional time, up to sixty (60) total days from date of acceptance to return to work, if the currently employing district is not willing to release the employee.

3. The District shall extend coverage under its insurance program provided for in Article III for one hundred twenty (120) days for contract employees and sixty (60) days for probationary employees who are laid off. The District will pay the cost of such premiums during the aforementioned time and such coverage may be continued by the laid-off employee, at the employee's expense, for the balance of the layoff, unless limited by state rules or laws and/or insurance limitations. Employees who

accept other employment with insurance benefits available shall not be eligible for the extension of group insurance coverage.

C. APPEAL PROCEDURE.

Any appeal from the Board's decision on layoff or recall, pursuant to this Article, shall be by means of arbitration, as provided for in ORS 342.934 (7). In addition, the following requirements shall apply:

- 1. The Association shall have ten (10) days from the time the employee received written notice of layoff to request expedited arbitration. This request shall be in writing.
- 2. The Association and the District shall then have ten (10) days to select an arbitrator. Failing to do so, the Association and the District shall request that ERB provide the parties with a list of seven (7) arbitrators from which the parties shall choose an arbitrator. An arbitrator shall be chosen from that list by each party alternately striking names from that list until one name remains.

ARTICLE 11. CALENDAR AND WORKDAY.

A. **SCHOOL YEAR.**

- 1. The school year will consist of 191 contract days (192 for new employees), including: 174-177 student contact days;
 - 5 paid holidays (Labor Day, Veteran's Day, MLK Day, Thanksgiving Day and Memorial Day);
 - 4 grading days one at the end of each quarter
 - 3 work days (or the equivalent of) for individual employee prep (two immediately prior to the beginning of school);
 - 2-5 days to be designated by the Board.
- 2. The Superintendent will solicit input from the Association for the development of the District calendar.

B. LENGTH OF SCHOOL DAY.

- 1. The normal workday for employees shall be eight (8) hours, inclusive of a duty-free lunch period of no less than thirty (30) minutes.
 - a. Teachers are expected to show up to the campus of their first assigned class at least twenty (20) minutes before the start of their first class.
 - b. Up to two (2) times per year, employees may be required to attend professional activities beyond the normal workday.
 - c. During parent/teacher conferences, the daily schedule may be adjusted to exceed eight (8) hours, as long as the week totals the equivalent of five (5) eight (8) hour days.

- 2. The amount of employee student contact time may be adjusted as follows:
 - a. If the District is required by state rule changes to increase student instruction time, then the District may increase employee student contact time at the designated grade level(s), if necessary, to meet the required amount.
 - b. In case of reorganization, employees of grade levels moved into another school may be assigned student contact time of as much as the existing staff in the receiving school.
 - c. If the additional student contact time involves an additional preparation, affected employees shall be paid a one-time stipend of \$200.

C. PREPARATION TIME.

All employees shall be entitled to uninterrupted time for preparation, as follows:

- 1. Each secondary level employee working halftime or more shall have one of their regularly assigned periods or time equal to a regular period for preparation each day. In the event that the high school is changed to a block, trimester, or other format not currently in use, employees shall receive an amount of weekly prep time (within the student contact day) at least equivalent to five (5) times the length of a period, as of the effective date of this Contract.
- 2. Each elementary level employee shall have no less than 230 minutes of prep time per week, in blocks of no less than twenty (20) minutes.
- 3. Employees who are assigned to use their contractual prep time (as per Sections 1 & 2 above) to substitute for classroom employees shall receive compensation at the tutoring rate. Employees may be assigned to substitute up to three (3) times per year. A teacher may agree to be assigned to more than three (3) times per year with compensation.
- 4. In months where there are four (4) early release days, one (1) early release day will be used by teachers for team collaboration time as directed by team members. Two (2) early release days will be directed by the building level administrators/special education director to be used at their discretion. These two (2) early release days will be the same early release days coordinated between building level administrators and with the special education director. One (1) early release day will be used by the superintendent to call district wide meeting. Should the superintendent choose not to utilize a district meeting on the early release day, then no meetings will be held at the building level or in special education department level meeting.

In months where there are three (3) early release days, one (1) early release day will be used by teachers, one (1) early release day will be used by building level administrators/special education director, and one (1) early release day will be used by the superintendent.

In months where there are five (5) early release days, two (2) early release days will be used by teachers for team collaboration time as directed by team members.

Two (2) early release days will be directed by the building level administrators/special education director to be used at their discretion. These two (2) early release days will be the same early release days coordinated between building level administrators and with the special education director. One (1) early release day will be used by the superintendent to call district wide meeting. Should the superintendent choose not to utilize a district meeting on the early release day, then no meetings will be held at the building level or in special education department level meeting.

District and/or staff meetings may be held for up to three (3) hours on any inservice/teacher work days; including before school starts in fall, statewide in October, and return from winter break. District and/or staff meetings may be held for up to two (2) hours on one (1) Grading Day at the end of the 3rd Quarter.

D. INCLEMENT WEATHER.

- 1. When schools are closed because of inclement weather, ice, snow, or other emergencies, or hazardous conditions, employees shall not be required to report to work and will suffer no loss of pay or benefits.
- 2. When schools are dismissed early due to emergency or hazardous conditions, employees shall be dismissed thirty (30) minutes after the end of the student day.
- 3. When school is scheduled to open late due to emergencies or hazardous conditions, employees shall arrive at school thirty (30) minutes prior to the time designated as the arrival time for students.
- 4. Employees shall not be required to make up lost time, other than rescheduled student contact time.

ARTICLE 12. WORKLOAD.

A. **EMPLOYEE INPUT.**

The District agrees to provide employees with an opportunity for input regarding agendas for meetings and inservice.

B. CLASS LOAD.

The parties recognize the District's right to determine class size. To that end, the following has been established:

- 1. The parties agree that, at the Principal's option, an ad hoc Class Size Committee will review problems identified by an employee relating to class size or workload.
- 2. If an employee is not satisfied with the results of the process in Section 1 above, a Review Committee composed of the Superintendent or his designee, the building Principal, the employee involved, and an Association representative shall be created. Others may be added by mutual agreement by the initial Review

- Committee. The Review Committee shall be convened within ten (10) working days from the superintendent's receipt of such request.
- 3. Within twenty-five (25) days of the receipt of the employee's request, the superintendent will issue a written decision taking into consideration the findings and recommendations of the committee.
- 4. Only the procedural aspects of this Article may be subject to the Grievance Procedure.

C. HEALTH SERVICES.

- 1. No medically unlicensed/non-certified bargaining unit member shall be required to provide any medically-related service except in accordance with the Board of Nursing Rules.
- 2. Any employee assigned to provide medically related services to students shall receive training as required under the rules of the State Board of Nursing. The District shall provide the necessary training during normal work hours and at District expense.
- 3. If any bargaining unit member is assigned to provide or assist with such health services for students, the District shall obtain such authorization and release, prior to the commencement of such services as is required by law and administrative rule.
- 4. The District agrees to administer problems in regard to school-restrictable diseases and communicable diseases in accordance with applicable laws and the Administrative Rules of the Oregon Health Division.
- 5. In a grievance, the Arbitrator's decision will be subject to the interpretation of the aforementioned rules and regulations as supplied by witnesses or written statements from the appropriate state agency, if any. In such cases, the Arbitrator's authority shall be limited to determining a remedy, if appropriate.

ARTICLE 13. INSTRUCTION AND PROFESSIONAL DEVELOPMENT.

A. ACADEMIC FREEDOM.

- 1. Employees should realize that freedom to teach must not be construed to mean license to shock or to indoctrinate. Employees must use careful professional judgment in deciding what issues will be discussed in their classrooms.
- 2. Employees should have the right to express an opinion, providing the pupils understand it is the employee's opinion and does not have to be accepted by the pupils as an authoritative answer. No pupil should feel ostracized because his/her opinion varies from that of the employee or his/her fellow classmates.

- 3. It is the duty of employees to teach students to arrive at decisions based on a rational examination of evidence, rather than on an emotional reaction.
- 4. The employee who handles controversial issues in the classroom according to the spirit of this statement of policy will have the support of the school Administration and the Board of Directors.

B. PROFESSIONAL DEVELOPMENT FUND.

- 1. The District shall set aside a fund each year of no less than \$8000 for reimbursement of conference fees and other expenses related to eligible employee professional development activities. The amount shall be dispersed to the schools based on staff FTE and applications shall be made to the Principal. The Principal shall not unreasonably deny an application, if the activity meets the criteria listed in Section 2, below.
- 2. Eligible activities shall include classes; seminars; conferences; workshops; meetings; and school visitations, so long as such activities are consistent with District conference or workshop criteria:
 - a. conference or course is consistent with the District's long range/strategic plan for improving student learning; or
 - b. consistent with the District's consolidated school improvement plan for improving student learning.

Administration will solicit input from the Association for the development of professional development plan.

3. An employee must normally request reimbursement and release time at least two (2) weeks prior to the activity and shall receive reimbursement within two (2) weeks of submitting receipts.

C. TUITION REIMBURSEMENT.

The District will budget a minimum of \$5,000 per year for Tuition Reimbursement. The District will pay full tuition costs up to 100% of the graduate tuition rate for The University of Oregon during the term of this Contract for approved course work taken by employees. A maximum of nine (9) hours per staff member per year will be considered for payment. No more than three (3) credits per quarter will qualify for reimbursement during the school year, with nine (9) hours being the maximum during summer term. The Superintendent may supersede these limits in individual cases. Receipt of payment for such credit is subject to the following criteria:

- 1. The Principal may initiate or the employee must apply for reimbursed study, in writing, prior to the beginning of the course. The application must include rationale as to why the proposed course will better the employee's teaching assignment/classroom performance. This application will be made to the building Principal.
- 2. The building Principal will evaluate all such applications, and upon determination that the request is valid in terms of employee betterment, will forward approval of payment to the District Office. Payment will be made upon proof of credit.

- 3. In the event that the applications for such funds exceed the amount the District has budgeted for tuition reimbursement, the following priority groups will be used to determine which applicants will receive tuition reimbursement.
 - a. Employees who need courses to meet the standards in order to maintain their current teaching assignment.
 - b. Employees without a Fifth-Year or Standard Certificate;
 - c. Employees with a Fifth-Year or Standard Certificate, but without a Master's Degree;
 - d. Employees with a Master's Degree.
- 4. Employees who receive scholarships or grants will be eligible for tuition reimbursement, as stated in paragraph b, to the extent that the combined scholarship and reimbursement monies do not exceed full cost of the course.

Employees will submit their requests for fall tuition by September 15. Decisions will be made based on available funding. If there are remaining funds, later application will be considered.

D. CPD PLANS.

- 1. Employees shall decide whether or not to participate in a District Plan or an Individual Plan.
- 2. An employee participating in an individual plan has the right to appoint a Continuing Professional Development Advisor with the approval of his/her supervisor. The function of the Plan Advisor will be limited to:
 - a. initial review (but not approval) of the Plan design and any proposed modifications.
 - b. verification that the employee participated and/or completed Plan activities.
- 3. The District will provide Certificates of Completion to be applied toward professional development units for all District inservice activities.
- 4. The District shall determine, in compliance with TSPC Rules, Regulations and Guidelines, the content and requirements of the District Plan and will notify employees of their option to participate.
- 5. For employees choosing to participate in the District Plan, disputes about completion of professional development units and/or Continuing Professional Development Plans may first be appealed to the Superintendent, and, if still not resolved, will then be limited to an appeal to TSPC.

E. MENTOR EMPLOYEE.

The District will provide a Mentor Program for the purpose of providing support and assistance to inexperienced and/or new District staff, within the following parameters:

1. Participation in Mentor Program is voluntary on the part of both the mentor and the protégé.

- 2. Selection of a mentor shall be by mutual agreement between the mentor, the protégé, and the District.
- 3. Mentors will be paid up to ten (10) hours at the co-curricular rate per year.
- 4. As compensation for time outside the regular work day, both the mentor and the new to the profession protégé will be granted a minimum of ten (10) hours of paid time per year, at the curriculum development rate, for specific activities approved by the Principal. For experienced employees new to the District, the minimum shall be five (5) hours for both the mentor and the protégé per year. As an alternative, all or part of the curriculum development stipend may be converted to release time at the normal substitute rate.
- 5. In addition to the above, an employee serving as a mentor shall be compensated as follows:
 - a. For each ten (10) hours of documented participation in mentoring activities, an employee shall be granted one (1) District credit towards movement on the Salary Schedule, to a maximum of six (6) credits per year; or, at the employee's option, one (1) hour of comp time. Comp time may be used during non-student contact time only and shall be limited to six (6) hours per year.
 - b. Employees participating in mentoring activities shall also earn one (1) CPD unit for each hour of documented participation.
- 6. The mentor shall not participate in the evaluation of the protégé and shall not testify in any hearing or procedure regarding the performance or actions of the protégé, without the written permission of the protégé.
- 7. The performance of an employee in the role of a mentor shall not be subject to evaluation and/or discipline and shall not be included in the mentor's personnel file without the mentor's written consent. The District, however, may remove any mentor at any time, as long as a pro-rata portion of the agreed upon compensation, as provided in Sections 3 and 4 above, is provided for activities that have already been completed.

F. ON-LINE LEARNING.

It is mutually recognized that "on-line learning" technologies and programs can offer expanded educational opportunities to the District's students and that the District and Association share a desire to facilitate the realization of such opportunities. Therefore, the District and the Association agree as follows:

- 1. The instruction for all "on-line learning" courses must be provided by a person meeting TSPC requirements in OAR 584-036-0017. If the on-site direct supervision is to be provided by a non-licensed employee, said employee shall not perform any duties normally reserved for licensed personnel, as per TSPC guidelines.
- 2. Any courses that are offered by a licensed employee shall not be available for "online learning" credit to students who continue to attend in the local district unless a

student has previously failed a course offered by a licensed employee or an alternative agreement is reached by teacher, parent, and administrator. If there is not agreement between teacher and parent, then the administrator will make the final determination.

3. During the term of the Agreement, no employee will be terminated as a result of the District's utilization of "on-line learning". The District, however, may misassign an employee for up to the maximum number of periods allowed by TSPC. The employee's continuation of employment beyond the time approved by TSPC for the misassignment may be contingent on meeting TSPC requirements for relicensure. In such cases, the District will reimburse the employee for necessary costs, (tuition, testing fees and relicensing fees) related to attaining such relicensure.

G. SITE COUNCILS.

It is the mutual intent of the Association and the District that the implementation of The 21st Century Schools Program be accomplished in accordance with State Statutes and Rules and District Policies, as well as the Collective Bargaining Agreement between the parties.

Therefore, the parties agree as follows:

- 1. No Site Council shall violate any provision of this Collective Bargaining Agreement without the approval of the District and the Association.
- 2. Bargaining unit employee representatives on Site Councils shall be selected by their peers.
- 3. The participation in Site Councils shall be voluntary.
- 4. Employees serving on a Site Council shall be compensated as follows with documentation provided by the Principal:
 - a. For each ten (10) hours of participation in Site Council meetings or related activities, an employee shall be granted one (1) District credit towards movement on the Salary Schedule, to a maximum of four (4) credits per year; or, at the employee's option, one (1) hour of comp-time. Comp-time may be used during non-student contact time, only, and shall be limited to six (6) hours per year.
 - b. Employees participating in Site Council meetings or related activities shall, also, earn one (1) CPD unit for each hour of participation.

H. STUDENT EVALUATION.

The Administration shall not change the grade or evaluation of any student without the employee's approval unless the employee cannot document the basis for the grade or evaluation; has failed to adhere to District Grading Policies or State or Federal Law, or is unavailable for consultation.

I. STUDENT DISCIPLINE.

1. Employees shall be informed annually of the District Policies regarding student discipline.

- 2. Employees will be given an opportunity to meet with building administrators at least annually to review building disciplinary standards and procedures and to provide input for possible revisions. Administrators and staff shall work cooperatively to ensure enforcement of building discipline standards.
- 3. Employees shall have the right to temporarily remove students from their classroom/work site in any case where the student has engaged in behavior on school premises or under school authority that presents an imminent threat to the physical safety of the employee, other students and/or school property. A conference will be held with an administrator, at which time, the employee will provide the administrator with information as to the nature of the incident. The administrator will, then, provide the employee with information as to the action taken regarding the student, including any pending conference or disciplinary action, prior to the student being returned to the classroom. Final decision as to regular admittance to class rests with the administrator.

J. IPD SALARIES.

1. Bargaining unit members requested by the District to work on curriculum development or other professional activities outside the normal calendar or work day shall be paid at a rate of twenty dollars (\$20.00) per hour.

2. Extended Contracts.

If an employee, when requested by the Superintendent, agrees to perform specific duties beyond the normal 191-day contract period, that individual's basic salary level shall be prorated and the individual will be paid accordingly. Extended contracts are issued at the discretion of the District.

ARTICLE 14. COMPENSATION.

A. SALARY.

1. Salary Schedule.

The Compensation Schedules and related Index are attached to this Agreement as Appendix A and B and by this reference incorporated herein.

The 2020 - 2021 salary schedule shall increase by 2% over the 2019-2020 salary schedule (see Appendix A-1).

The 2021 - 2022 salary schedule shall increase by 2% over the 2020-2021 salary schedule (see Appendix A-2).

The 2022 – 2023 salary schedule shall increase by 2% over the 2021-2022 salary schedule (see Appendix A-3).

For the purposes of successor agreements related to salary increases, the salary schedule for the 2022-23 school year will remain in force until such time as a new salary agreement is reached between the parties.

2. Salary Placement.

An employee new to the District shall be placed on the Salary Schedule using the following criteria:

- a. New employees shall receive full credit for teaching experience, with each year worth one (1) step, to a maximum of eight (8) years, with placement higher than step 8 by special Board approval.
- b. Teaching experience shall be cumulative and all halftime or more experience for a half year or more shall be considered a full year of experience for initial salary placement.
- c. Qualifications for columns:

Column I: possession of a Bachelor's Degree, but not qualified

for Columns II - IV.

Column II: possession of a Bachelor's Degree, plus forty-five

(45) college quarter credit hours determined by the District to be applicable to the position at Pleasant Hill and not used to attain the Bachelor's Degree.

Column III: possession of a Master's Degree or seventy-five (75)

college graduate quarter credit hours beyond the Bachelor's Degree in a field to be determined by the District to be applicable for the position at Pleasant

Hill.

Column IV: possession of a Master's Degree plus forty-five (45)

college quarter credit hours or a Bachelor's Degree plus one hundred and twenty (120) college quarter credit hours determined by the District to be applicable to the position at Pleasant Hill and not used to attain the Master's or Bachelor's Degree

The Board shall be the final arbitrator in disputes regarding credits.

3. Salary Advancement.

Employees shall advance on the Salary Schedule using the following criteria:

- a. Effective July 1 of each year, all employees, except those on the highest paying step of each column, shall receive a step increase, provided that the employee has completed ninety-five (95) days of service to the District.
- b. Employees who earn a credit level necessary to advance horizontally shall advance to the appropriate salary column. The employee must successfully complete the work for column changes by September 15 and submit transcripts to the District no later than November 1, to verify this new credit level.
- c. When an employee is granted a column change after receiving his/her

annual step advance, he/she will be placed on the same step on the new column. No more than one step per year may be granted, no matter how many column changes are earned in one year.

4. **Miscellaneous.**

- a. Paydays shall be the twentieth (20th) day of the month starting in September. If the 20th falls on Saturday, payday will be on Friday. If the 20th falls on Sunday, payday will be on Monday. July and August payments will be made no later than five (5) business days following the completion of contractual obligation.
- b. Each year, employees may opt to have salary paid in either ten (10) or twelve (12) monthly installments.
- c. Employees may opt to have salary paid by "direct deposit" to the financial institution of their choice.

B. **PERS.**

- 1. The District shall continue to pay, as permitted by ORS 237.075, the six percent (6%) unit member contribution to the Public Employee Retirement System for the unit members then participating in the Public Employee Retirement System. Such payment of unit member monthly contributions to the System shall continue for the life of this Agreement. Payment of the unit member contribution shall, also, be applicable to unit members who first began to participate in the System on, and after, September 1, 1979.
- 2. The full amount of required unit member contributions paid by the District on behalf of unit members shall be considered as "salary", within the meaning of ORS 237.003 (8), for the purpose of computing a unit member's "final average salary", within the meaning of ORS 237.003 (12), but shall not be considered as "salary" for the purposes of determining the amount of unit member contribution required to be contributed pursuant to ORS 237.071. Such paid unit member contributions shall be credited to unit member accounts, pursuant to ORS 237.071 (2) and shall be considered to be unit member contributions for the purposes of ORS 237.001 to 237.320.

C. REIMBURSEMENT FOR TRAVEL EXPENSE.

1. Employees required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance equal to the then current individual IRS deduction, as of July 1 of each contract year. In the event the IRS allowable deduction is eliminated, then the current State of Oregon personal employee allowance shall be substituted.

The same allowance shall be given for use of personal cars for field trips or other business of the District. If such use of personal cars for school business is approved by the Superintendent. Mileage reimbursement shall be limited to approved destinations within a four hundred (400) mile radius of the Pleasant Hill School District Office.

2. **Insurance.**

The Board shall maintain non-owned vehicle liability coverage to apply toward liability losses incurred by an employee against whom action has been brought for an act or omission arising out of the authorized use of his/her own automobile in the performance of school duties. The employee's automobile liability policy shall be primary; the District Policy shall deal with liability losses in excess of the individual's policy limits. A Certificate of Insurance may be required of each employee covered by this Agreement. Said Certificate is to be filed in the District Office.

D. EXTRA DUTY REIMBURSEMENT.

- 1. All extra duty positions are subject to annual evaluation by the Administration. In the event that this evaluation indicates that a particular assignment is no longer necessary or that a new one is, the Administration will add or delete positions accordingly. Pay for any of these positions will be made only if the position has been filled. Placement on the Schedule will occur after input is requested from the Association.
- 2. The District agrees to pay extra duty activities, co-curricular activities, and coaching positions.
 - a. Extra-duty activities are interpreted to mean activities such as ticket takers, crowd control, activity supervision, and bus chaperones. The District and the Association are in agreement that extra duty activities are not an obligation, right, or responsibility for employees.
 - b. The hourly rate of pay for extra-duty activities is defined in Appendix C.
 - c. Co-curricular activities are defined in Appendix C.
 - d. Coaching classifications are defined in Appendix D.
 - e. Prior to the District's commencing to pay an extra-duty position at a rate higher than specified in this Agreement, the District shall inform the Association.

E. EXTRA TEACHING.

1. If, at the District's discretion and the individual teacher's acceptance, a teacher is requested to teach a secondary class for a semester or entire school year and give up that instructor's prep period or time, then that teacher shall be paid an additional 16.67% of that teacher's per diem rate for each day that the teacher teaches that long term additional class. Should the number of classes in a secondary student day expand or contract in future years the percentage paid to the teacher will be adjusted accordingly.

ARTICLE 15. INSURANCE.

A. INSURANCE COVERAGE AND PREMIUM LIMITATIONS.

The District shall contribute an amount each month toward the cost of health insurance coverage on behalf of each employee working 600 hours or more per year. The use of this contribution will be limited to the purchase of medical, dental with or without orthodontia, and/or vision coverage. The Association will select OEBB insurance plans annually, Association members will choose a particular plan among the insurance plans selected for the Association. The coverage may include the employee and his/her eligible dependents.

1. The district contribution toward premiums shall be:

| 2020-2021 | \$1331 per month |
|-----------|------------------|
| 2021-2022 | \$1351 per month |
| 2022-2023 | \$1371 per month |

For the purposes of successor agreements related to insurance rates, the contribution amount for the 2022-23 school year will remain in force until such time as a new insurance contribution agreement is reached between the parties.

- 2. Commencing 10-1-2012, the District will allow a minimum of five (5) bargaining unit members who can provide proof of primary group medical insurance from another source, subject to the rules and regulations of the Oregon Educator Benefits Board (OEBB) and the Internal Revenue Service (state and federal), to opt out of the District medical insurance program. The savings realized by the district in not making monthly medical premium contributions on behalf of these employees will be distributed in the following manner: said employees will receive 30% of the realized savings as taxable income, 30% of the realized savings will be used to pay equally other employees' current premiums and the district will retain 40% of the realized savings from not contributing toward the cost of medical insurance premiums (employees may opt to continue to participate in dental and vision coverage(s) if allowable by the carrier.)
- 3. If the District's benefit contribution exceeds the actual benefit cost, then the difference will be used in the following order.
 - a. If the monthly premium for an employee's insurance is less than the monthly benefit, the difference will be used to pay equally other employees' current premiums.
 - b. If the District provided monthly benefit exceeds the total benefit cost, then the difference will be paid into a pool which will be used to equally pay down employee future premiums.
- B. Employees shall self-pay for LTD insurance coverage.
- C. The District will continue to provide a Section 125 plan for use by employees.
- D. Insurance coverage shall be in effect for twelve (12) months.

E. **Domestic Partners.**

"Domestic partners" of an employee are eligible for coverage under the District insurance plans, if they meet the following criteria:

- 1. Both are at least 18 years of age;
- 2. Are responsible for each other's welfare and are each other's sole domestic partner;
- 3. Are not married to anyone and either has not had a spouse or another domestic partner within the prior six months. If previously married, the six-month period starts on the final date of divorce;
- 4. Share a close personal relationship and are not related by blood closer than would bar marriage in the State of Oregon;
- 5. Have jointly shared the same regular and permanent residence for at least six months; and
- 6. Are jointly financially responsible for basic living expense defined as the cost of food, shelter and any other expenses of maintaining a household. Financial information must be provided if requested.

ARTICLE 16. EARLY RETIREMENT.

The parties agree that voluntary early retirement shall be an option for all employees who were members of the bargaining unit as of September 1, 1999.

The parties, further, agree that voluntary early retirement shall be an option for no more than seven (7) employees per year who have attained at least the age of fifty-five (55) to fifty-eight (58) years or thirty (30) or more years before September 1 of the calendar year and who are eligible to participate in the Oregon Public Employees' Retirement System (PERS). Employees who meet the qualifications of the Agreement and apply for this provision will be selected by the Board on a seniority basis to participate in this program.

The deadline for program applications shall be March 1st of that same calendar year.

The following is offered as a form of deferred compensation for work performed during the years of employment.

1. Beginning with the month of such retirement, the District shall provide to the retired employee an early retirement benefit based on the following monthly caps:

| • | Thirty (30) or more years | Prorate the maximum total service |
|---|-----------------------------|-----------------------------------|
| | regardless of age | benefits received for age 55 over |
| | | the applicable number of months |
| • | 55 at time of retirement | \$525 |
| • | 56 at time of retirement | \$550 |
| • | 57 at time of retirement | \$575 |
| • | 58-64 at time of retirement | \$625 |
| | | |

2. **Benefits Options.**

TI : (20)

The employee may choose to receive District provided two-party hospital-medical, dental and/or vision insurance for the employee and one other person until the employee reaches sixty-five (65) years of age or the retired employee qualifies for

Social Security medical coverage, whichever is earlier. If the premiums for such insurance fall below the above caps, the difference will be paid to the employee in the form of a monthly stipend. If the premiums for such insurance fall above these caps, the employee will be responsible for the difference.

As an alternative to District-paid insurance premiums, the employee may choose to receive the entire benefit amount in the form of a stipend.

- 3. A retiree who does not elect to continue with insurance at the time of retirement may not later participate in insurance.
- 4. In the event of the employee's death prior to the age of sixty-five (65), the following shall apply:
 - a. If the spouse of the employee is, at the time of the employee's death, participating in the insurance option and not covered by Medicare, the spouse may choose to continue the insurance option, as described above, until the employee would have reached the age of sixty-five (65); except if the spouse becomes eligible for Medicare during the period of time, the hospital-medical, dental and/or vision insurance shall be terminated at the point of eligibility. The spouse may also choose to convert to the stipend option.
 - b. If the spouse of the employee, at the time of the employee's death, was not participating in the insurance option, the entire amount of the above benefit will be paid in the form of a stipend, until the employee would have reached the age of sixty-five (65).

5. Eligibility.

The early retirement option is restricted to full-time employees with at least ten (10) consecutive years' service in the District. District approved leaves shall not constitute a break in service.

- 6. Stipend and insurance payments shall cease and the District's obligation shall terminate:
 - a. on the date an early retiree receives notification of eligibility for unemployment payments from the District (filed with the State Employment Service);
 - b. upon reemployment in a position qualifying for PERS in the field of public school education in the State of Oregon.
- 7. If, after the death of a retiree, the spouse remarries, stipend payments shall cease. Insurance for the spouse only will continue until the date at which the employee would have been sixty-five (65).

ARTICLE 17. PAID LEAVES.

A. SICK LEAVE.

- 1. Sick leave means absence from duty because of an employee's illness or injury or mental health concern. Ten (10) days per calendar year will be allowed and shall accumulate. At the time of employment by the Pleasant Hill School District, employees shall be allowed to bring in to the School District sick leave accumulated in another school district in the state, as required by statute.
- 2. To qualify for sick leave, the illness must be that of the employee or a family member. A doctor's statement certifying illness or inability to work may be required by the building administrator. In cases of extended illness, physicians' statements may be required on a regular basis. In any case, when there is concern on the part of the Administration as to the appropriateness of the diagnosis, the District may require a corroborating statement from a second physician. In such cases, the District will pay for the physical examination and costs of tests directly related to the examination required by the School District.
- 3. The District will provide each employee, at the beginning of each academic year, with an accounting of his/her accumulated sick leave.
- 4. Accumulated Sick Leave days shall be applied to retirement benefits in accordance with ORS 238.350.

B. SICK LEAVE BANK.

The Association can establish and manage a paid sick leave bank for employees. The purpose of the sick leave bank shall be to extend to those employees additional paid sick leave days should a long-term illness or injury exhaust the employee's accumulated sick leave. The Association shall establish rules and regulations to govern the sick leave bank which meets these conditions.

- 1. Employees' participation in the sick leave bank shall be voluntary.
- 2. The maximum annual contribution of paid sick leave days to the bank by an employee shall be two (2) days. The contribution shall be made by October 15 of that school year.
- 3. The maximum number of sick leave days in the bank shall be six hundred (600) and can only be increased or reduced by mutual agreement of the District and the Association.
- 4. Employees shall only be eligible for use of sick leave bank days after they have exhausted all their available individual sick leave and personal leave days.
- 5. Sick leave bank days shall only be used by employees who have a doctor's opinion stating they are unable to perform their assigned responsibilities due to a long-term illness/injury.

- 6. The maximum number of consecutive sick leave bank days an employee can use is thirty (30) days. An employee is not eligible for sick leave bank days if the employee is receiving compensation under Worker's compensation, long-term disability, or PERS disability.
- 7. All paid sick leave days contributed to the sick leave bank shall be deducted by the District from the contributor's sick leave account at the time of contribution. Such contributions are irrevocable and shall remain in the bank.
- 8. The Association shall provide the District a list of sick leave bank contributors and users and a copy of the established rules. The District will honor withdrawals from the sick leave upon proper certification by the Association.
- 9. The District and Association shall work cooperatively to implement the sick leave bank.

C. BEREAVEMENT LEAVE.

Employees granted up to five (5) days, as designated by the employee, for death in the immediate family. Additional days may be granted by the Superintendent, where there are extenuating circumstances such as an extensive travel obligation or assumption of major responsibilities surrounding the death. The immediate family would be spouse, father, mother, brother, sister, son, or daughter and like in-laws, grandmother, grandfather, other significant person responsible for the rearing of the employee, or a member of the immediate household whose official residence is the same as that of the employee.

D. PERSONAL LEAVE.

- 1. While an employee will not be excused from work to participate in remunerative activities, he/she may be excused from work no more than two (2) days a year for personal needs. This leave is accumulative to four (4) days. Retirees may use one additional day during the last year of their employment.
- 2. The intent of the policy is to cover events that would normally cause the employee to be absent, whether paid or not. The employee shall request in writing through his/her building principal at least two (2) days in advance of the anticipated absence. The employee shall state the time and date that he/she will be absent from his/her job. In emergency situations, the two (2) day notice may be waived by the building Principal.
- 3. The building Principal shall give the employee written notice of approval or denial of his/her request, based upon the following criteria:
 - a. Maximum staff to be released on any one day is not to exceed the following building allotments:
 - i. Elementary and Middle School two employees each;
 - ii. High School three employees.
 - b. The day requested is not the day preceding or following a vacation or holiday.
 - c. In the event of an emergency situation only when the two (2) day advance

notice must be waived, a brief explanation of the emergency shall be included in the written request.

4. At the conclusion of the school year each employee may choose to "cash in" one unused personal leave day for a payment of \$150.

E. COURT APPEARANCE LEAVE.

When an employee is called for jury duty or is subpoenaed as a witness before a court, legislative committee, judicial, or quasi-judicial body, he/she will be continued at full salary for the period of required service. Those fees received by the employee will be paid to the District, minus actual expenses. This provision does not apply when the employee is the plaintiff or defendant, except as provided in Article 4, Section D, 2.

F. FAMILY MEDICAL LEAVE.

Employees may use up to five (5) days of their accumulated sick leave for family illness. Employees may use up to ten (10) days additional accumulated sick leave when they qualify for FMLA and when their presence is necessary to care for the immediate family: spouse, father, mother, brother, sister, son, or daughter and like in-laws, grandmother, grandfather, other significant person responsible for the rearing of the employee, or a member of the immediate household whose official residence is the same as that of the employee.

ARTICLE 18. UNPAID LEAVES.

A. LEAVES OF ABSENCE.

Extended leaves of absence without pay may be authorized by the Board of Directors. Such leave shall be for one school year or less and shall be confined to leaves for study, health, personal emergencies, or the future benefit of the school system. They will only be granted after three consecutive years of service with the Pleasant Hill School District and only one leave will be allowed in a five year period of teaching in the District.

An employee on leave must notify the District in writing of his/her intent to return to service, not later than ninety (90) days prior to the last day for which leave is granted.

B. **PARENTING LEAVE.**

An employee may take a leave of absence without pay for one (1) school year or less for the purpose of child rearing during the year immediately following the birth or adoption. Such leave would be limited to no more than two within a five year period.

An employee on leave must notify the District in writing of his/ her intent to return to service not later than ninety (90) days prior to the last day for which leave was granted.

C. FAMILY MEDICAL LEAVE.

Family Medical Leave will be in accordance with ORS 659.470 to .494 and the Federal Family Medical Leave Act.

ARTICLE 19. GENERAL PROVISIONS.

A. MAINTENANCE OF STANDARDS.

The impact of changes in general employment conditions such as, but not limited to, teaching hours, relief periods, and leaves shall be bargained prior to the implementation of such changes.

B. **COMPLIANCE.**

The individual employee-School Board contract for services will be subject to, and consistent with, the terms of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.

C. SAVINGS CLAUSE.

If any provision of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by any such tribunal, the remainder of the Agreement shall not be affected thereby, and upon the request of either the Board or the Association, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.

D. **MODIFICATIONS.**

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

ARTICLE 20. TERMS OF THE AGREEMENT.

TERM OF AGREEMENT.

This agreement shall be effective from July 1, 2020 through June 30, 2023. At the request of either party, no later than February 15, 2023, bargaining shall commence in pursuit of a successor agreement.

B. EXECUTION OF SIGNATURES.

Executed this 5th day of October, 2020, at Pleasant Hill, Oregon, by the undersigned officers, by the authority of and on behalf of the Pleasant Hill School District Board of Directors and the Pleasant Hill Education Association/Lane Unified Bargaining Council.

| For Pleasant Hill Education Association | For Pleasant Hill School District #1 |
|---|--|
| Oay Gray PHEA President Jay Gray | District Superintendent Scott Linenberger |
| 9/25/2020 | 500,20 |
| Dated | Dated |
| Forrust Cooper 5523984648 President Forrest Cooper | School Board Chair Jeff Bernardo |
| 9/25/2020 Dated | 10/09/2020 Dated |

APPENDIX A-1
PLEASANT HILL SCHOOL DISTRICT NO. 1
LICENSED SALARY SCHEDULE
2020-21

| | I | II | III | IV |
|------|----------|----------|----------|----------|
| | | | BA+75 | BA+120 |
| | ВА | BA+45 | MA | MA+45 |
| STEP | | | | |
| 1 | \$37,703 | \$39,299 | \$40,961 | \$42,694 |
| 2 | \$39,484 | \$41,002 | \$42,693 | \$44,500 |
| 3 | \$41,349 | \$42,779 | \$44,499 | \$46,382 |
| 4 | \$43,302 | \$44,633 | \$46,381 | \$48,343 |
| 5 | \$45,348 | \$46,567 | \$48,342 | \$50,387 |
| 6 | \$47,490 | \$48,585 | \$50,386 | \$52,518 |
| 7 | \$49,733 | \$50,690 | \$52,517 | \$54,739 |
| 8 | \$52,082 | \$52,887 | \$54,738 | \$57,054 |
| 9 | | \$55,179 | \$57,053 | \$59,467 |
| 10 | | \$57,570 | \$59,466 | \$61,982 |
| 11 | | \$60,065 | \$61,981 | \$64,603 |
| 12 | | \$62,668 | \$64,602 | \$67,335 |
| 13 | | | \$67,334 | \$70,182 |
| 14 | | | \$70,182 | \$73,150 |

APPENDIX A-2
PLEASANT HILL SCHOOL DISTRICT NO. 1
LICENSED SALARY SCHEDULE
2021-22

| | l | II | III | IV |
|------|----------|----------|----------|----------|
| | | | BA+75 | BA+120 |
| | ВА | BA+45 | MA | MA+45 |
| STEP | | | | |
| 1 | \$38,457 | \$40,085 | \$41,780 | \$43,548 |
| 2 | \$40,274 | \$41,822 | \$43,547 | \$45,390 |
| 3 | \$42,176 | \$43,634 | \$45,389 | \$47,309 |
| 4 | \$44,168 | \$45,525 | \$47,308 | \$49,310 |
| 5 | \$46,254 | \$47,498 | \$49,309 | \$51,395 |
| 6 | \$48,440 | \$49,556 | \$51,394 | \$53,569 |
| 7 | \$50,728 | \$51,704 | \$53,567 | \$55,834 |
| 8 | \$53,124 | \$53,945 | \$55,833 | \$58,195 |
| 9 | | \$56,282 | \$58,194 | \$60,656 |
| 10 | | \$58,722 | \$60,655 | \$63,221 |
| 11 | | \$61,267 | \$63,220 | \$65,895 |
| 12 | | \$63,922 | \$65,894 | \$68,681 |
| 13 | | | \$68,681 | \$71,586 |
| 14 | | | \$71,585 | \$74,613 |

APPENDIX A-3
PLEASANT HILL SCHOOL DISTRICT NO. 1
LICENSED SALARY SCHEDULE
2022-23

| | I | II | III | IV |
|------|----------|----------|----------|----------|
| | | | BA+75 | BA+120 |
| | ВА | BA+45 | MA | MA+45 |
| STEP | | | | |
| 1 | \$39,226 | \$40,887 | \$42,616 | \$44,419 |
| 2 | \$41,079 | \$42,658 | \$44,418 | \$46,297 |
| 3 | \$43,020 | \$44,507 | \$46,297 | \$48,256 |
| 4 | \$45,052 | \$46,436 | \$48,254 | \$50,296 |
| 5 | \$47,180 | \$48,448 | \$50,295 | \$52,423 |
| 6 | \$49,408 | \$50,547 | \$52,422 | \$54,640 |
| 7 | \$51,742 | \$52,738 | \$54,639 | \$56,951 |
| 8 | \$54,186 | \$55,024 | \$56,950 | \$59,359 |
| 9 | | \$57,408 | \$59,358 | \$61,869 |
| 10 | | \$59,896 | \$61,868 | \$64,486 |
| 11 | | \$62,492 | \$64,485 | \$67,213 |
| 12 | | \$65,200 | \$67,212 | \$70,055 |
| 13 | | | \$70,054 | \$73,018 |
| 14 | | | \$73,017 | \$76,106 |

APPENDIX B

SALARY SCHEDULE INDEX 2020-2023

| | | | BA+75 | BA+120 | |
|------|---------|---------|---------|---------|--|
| Step | BA | BA+45 | MA | MA+45 | |
| 1 | 1.00000 | 1.04233 | 1.08642 | 1.13239 | |
| 2 | 1.04724 | 1.08750 | 1.13236 | 1.18027 | |
| 3 | 1.09671 | 1.13463 | 1.18025 | 1.23019 | |
| 4 | 1.14851 | 1.18380 | 1.23016 | 1.28221 | |
| 5 | 1.20276 | 1.23510 | 1.28218 | 1.33643 | |
| 6 | 1.25958 | 1.28862 | 1.33641 | 1.39295 | |
| 7 | 1.31908 | 1.34447 | 1.39292 | 1.45186 | |
| 8 | 1.38139 | 1.40273 | 1.45183 | 1.51325 | |
| 9 | | 1.46352 | 1.51323 | 1.57725 | |
| 10 | | 1.52695 | 1.57722 | 1.64395 | |
| 11 | | 1.59312 | 1.64393 | 1.71347 | |
| 12 | | 1.66216 | 1.71345 | 1.78593 | |
| 13 | | | 1.78591 | 1.86146 | |
| 14 | | | 1.86144 | 1.94018 | |
| | | | | | |

APPENDIX C

CO-CURRICULAR SCHEDULE

- 1. Co-curricular activities, which extend beyond the school day, will be paid according to the following classifications. The percentage figures are computed on the base salary figure on the Licensed Salary Schedule.
- 2. For previous years' experience in the District in the same position, at the same grade level, pay shall be increased by the following percentages:

3 years - 3% 6 years - 6% 9 years - 9% 12 years - 12%

3. The District may allow up to four (4) years (or more by special approval) of experience credit to people entering the Schedule, based on experience in the same co-curricular position at the same grade level in another district.

Percent of Base

Class A 8%

Grade 6-12 Band Director Grade 6-12 Choral Director Grade 6-12 FFA/AG

Class B 4%

Grade 9-12 Student Council Advisor

Class C 3%

Elementary Teacher Team Leads (K-1; 2-3; 4-5)

Middle School/High School Department Head

(Language Arts; Math; Social Studies; Science; Health; PE)

High School Newspaper Advisor

Yearbook Advisor

Middle School Student Council Advisor

Instructional Coordinator (Talented and Gifted)

Class D 2%

Oregon Battle of the Books Coordinator

Building Technology Coordinator (K-5)

Building Technology Coordinator (6-12)

Reach/Lunch Buddies/Community Service

High School Prom Director

National Honor Society Advisor

Wellness Coordinator/ SHAC Lead

SPECIAL DUTIES

Tutoring Same hourly pay as Substitute Teacher

Extra Duties Activities \$17.00

Pep Band

Elementary Music Concerts

Other "Extra Duty" assignments

APPENDIX D

COACHING SCHEDULE

- 1. Coaching positions which extend beyond the school day will be paid according to the following classification. The percentage figures are computed on the base salary of the Licensed Salary Schedule.
- 2. For previous years' experience in the District in the same position, pay shall be increased by the following percentages:

3 years - 3% 6 years - 6% 9 years - 9% 12 years - 12%

The District shall allow up to three (3) years' experience credit as an assistant coach or JV coach in the same sport when moving to a head coach position at the same grade level.

3. The District may allow up to four (4) years (or more by special approval) of experience credit to people entering the Schedule, based on experience in the same sport at the same grade level in another district.

Class A Percent of Base 12%

High School Head Football

High School Head Basketball - Boys

High School Head Basketball - Girls

High School Head Wrestling

Class B 11%

High School Head Track

High School Head Volleyball

High School Head Baseball

High School Head Softball

High School Head Soccer - Boys

High School Head Soccer - Girls

High School Head Cross Country

High School Head Cheerleading Fall

High School Head Cheerleading Winter

Middle School Athletic Director

Class C 8%

High School JV Football Coach

High School JV Basketball Coach - Boys

High School JV2 Basketball Coach - Boys

High School JV Basketball Coach - Girls

High School JV Volleyball Coach

High School JV Baseball Coach

High School JV Softball Coach

High School JV Coach of ANY sport team (boys & girls)

High School JV2 Coach of ANY sport team (boys & girls)

Class D 7%

High School Assistant Varsity Football Coach (3 paid)

High School Assistant Track Coach (3 paid)

Class E

High School Assistant Wrestling Coach

High School Assistant Baseball Coach

High School Assistant Cross Country Coach

High School Assistant Softball Coach

High School Assistant Cheerleading Coach (Fall; Winter)

High School Assistant Soccer Coach - Boys

High School Assistant Soccer Coach - Girls

High School Assistant Basketball Coach - Boys

High School Assistant Basketball Coach - Girls

Class F \$1000

Middle School Coaches (flat rate) - \$1,000 each in the following sports:

Football Team 1

Football Team 2

Volleyball Team 1

Volleyball Team 2

Basketball - Boys Team 1

Basketball - Boys Team 2

Basketball - Girls Team 1

Basketball - Girls Team 2

Track 1

Track 2