

# **AGREEMENT**

**Between**

**POLK COUNTY SCHOOL DISTRICT No. 21**

**and the**

**ASSOCIATED PERRYDALE TEACHERS**

**2017-2020**

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# **School District No. 21 Perrydale, Oregon**

## **2017-2020 Agreement Between Polk County School District No. 21 and the Associated Perrydale Teachers**

### **Preamble and Recognition**

School District No. 21, Perrydale, Oregon, hereinafter referred to as the “Board” or “District,” and the Associated Perrydale Teachers, hereinafter referred to as the “Association.”

- A. The intent of the Agreement is to recognize and declare that providing a quality education for the children of the District is the mutual aim of the District and the Association and to set forth and record herein the basic and full Agreement between the parties on those matters pertaining to wages, hours, and conditions of employment for teaching personnel included in the bargaining unit.
- B. The Board recognizes the Association as the exclusive bargaining representative on wages, hours, and conditions of employment for licensed teaching personnel under contract to the District, excepting day-to-day substitutes, temporary teachers and such supervisory licensed personnel who are specifically excluded by law. Temporary teachers are those licensed personnel who are employed for less than one school year. The intent of the District is to offer temporary employees the fringe benefits explained in Article 9.
  - 1. A *contract teacher* means any teacher who has been regularly employed by a school district for a probationary period of not more than three (3) successive school years and who has been retained for the next succeeding school year.
  - 2. A *probationary teacher* is one who is not a contract teacher and who works at least one hundred thirty-five (135) consecutive days in any school year as a teacher in the District.
  - 3. A *temporary teacher* is any teacher employed to fill a position designated as temporary or experimental or to fill a vacancy which occurs after the opening of school because of unanticipated enrollment or the death, disability, retirement, resignation, contract non-extension or dismissal of a contract or probationary teacher (ORS 342.815).

## **Article 1 — Rights of the Professional Employees**

- A. 1. No teacher shall be disciplined or reprimanded without just cause. All information forming the basis for disciplinary action will, upon the request of the teacher, be made available in writing. When a teacher is directed to appear before an administrator or the Board for the purpose of a formal written reprimand, the teacher shall have the opportunity to be accompanied by someone of the teacher's own choosing. The parties expressly agree that this article and the provisions contained herein shall not apply to the nonrenewal or dismissal of probationary teachers or to the non-extension or dismissal of contract teachers. For the purposes of this Agreement, just cause shall be defined as follows:
- a. The District, before administering the discipline, must make a fair and objective investigation in which the employee has written notice of the charges and an opportunity to refute the charges. In order for discipline to be administered, the District must have substantial evidence or proof of the charge.
  - b. The severity of the discipline shall be reasonably related to the seriousness of the offense and the employee's record of service. The order or rule that is violated must reasonably be related to the orderly, efficient and safe operation of the District and be administered uniformly.
  - c. The employee shall have the right to have representation of his/her choice and advance notice of all disciplinary meetings.
  - d. Employees shall be given forewarning of the probable disciplinary consequences of their conduct, except for those offenses (including theft, insubordination, and intoxication on the job), which by common knowledge may properly be expected to be disciplined.
  - e. Final decision(s) shall be rendered in writing.
2. The parties expressly agree that the assignment or reassignment, including extra-duty and extended contract assignments, of bargaining unit members shall not be subject to the provision contained in Section A herein.
3. The parties expressly agree that the nonrenewal or dismissal of probationary teachers and any appeal thereto shall be governed solely by the provisions contained in ORS 342.835.
4. The parties expressly agree that the non-extension or dismissal of a contract teacher and any appeal thereto shall be governed solely by the provisions contained in ORS 342.865 through ORS 342.930.
- B. Any question or criticism by an administrator or Board member of a teacher and his/her instructional methodology shall be made in confidence. If such question or criticism is introduced in a Board meeting, such issues would be carried into executive session.

- C. Normally the personal, religious or political life of a bargaining unit member will not be a matter of appropriate concern of the board. However, when it can be shown that a bargaining unit member's personal life adversely affects his/her role or performance as a teacher, the District's ability to address said performance or role concerns through the appropriate remedial procedures shall not be mitigated in any way by this provision. Teachers shall be entitled to rights of citizenship to which they are entitled under law providing the activities in which they engage do not violate local, state, or federal laws.
- D. Teachers shall have reasonable freedom to teach, recognizing and adhering to professional and moral responsibility for the content and presentation of pertinent materials and subjects while being cognizant of the age and maturity level of the students to whom the material is being presented.
- E. The provisions of this Agreement shall be applied equally to all members without discrimination as to age, marital status, race, color, gender, religion, national origin, disability or membership in the Association, unless based on a bona fide occupational qualification. Inasmuch as there are other means available to an individual to seek relief from a complaint based on any of these issues, if the individual elects to pursue the complaint through means established by statute, then the final level of appeal through the grievance procedure of this Agreement shall be with the Board, whose decision shall be final and binding.
- F. **Complaint Procedure**
  - 1. If a complaint is made against a teacher to the administration, a Board member or the Board, the administration will first attempt to resolve the complaint at an informal level. If the complaint remains unresolved, said complaint shall be processed as follows:
    - a. If the administration intends to make a record in the evaluation report of a complaint received concerning the teacher; or
    - b. If the administration intends to place a record of such complaint in the teacher's personnel file; or
    - c. If, in the administrator's judgment, such complaint is sufficiently relevant to the teacher's performance as to indicate the desirability of a conference, then:

A conference shall be held with the teacher within ten (10) working days after the complaint is made to the administration. At the conference, the teacher will have a right to be represented and will be given a copy of the complaint in writing and said complaint shall include all available information, including the nature of the complaint and requested remedy, if any.
  - 2. If the teacher believes it necessary, he/she shall have the right to meet with the complainant. The teacher will have the right to attach rebuttals or explanations to any written documents placed in the personnel file. Only procedural violations of this article will be grievable.

## **Article 2 — Management Rights**

- A. The Board, on its own behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself all powers, rights, duties, authorities, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Oregon, and of the United States, including but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its employees, properties, and faculties;
  2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions of their employment, their dismissal, and their promotion;
  3. To the unqualified right of assignment and direction of work of all of its personnel, and to determine the number of shifts and hours of work and starting times and scheduling of all the foregoing and the right to establish, modify or change any work or business hours or days but not in conflict with the specific provisions of this Agreement;
  4. To the unqualified right to establish the school calendar;
  5. To determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein;
  6. To adopt reasonable rules and regulations;
  7. To determine the qualifications of employees;
  8. To determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;
  9. To determine the placement of operations, production, services, maintenance or distribution of work and the source of materials and supplies;
  10. To determine the financial policies, including all accounting procedures and all matters pertaining to public relations;
  11. To determine the size of the management organization, its functions, authority, amount of supervision and table of organization;
  12. To determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.
  13. If the District closes school because of lack of operating funds, as determined by the Administration and Board of Directors, no members of the bargaining unit shall be entitled to any salary and salary-based fringe benefits while the schools are closed.

Insurance will continue to be paid according to the Article, Compensation: Fringe Benefits. (This provision is limited to five (5) contract days.)

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District shall be limited only by the specific, written terms of this Agreement and then only to the extent that such terms are in conformance with the Constitution and the laws of the state of Oregon.

- B. The parties mutually recognize that “distance learning” technologies and programs can offer expanded educational opportunities to the District’s students, as well as a shared desire to facilitate the realization of such opportunities for these young people in a manner which is cost effective for the District’s patrons. Nothing in the labor Agreement nor the labor relationship between the parties shall restrict the District’s right to establish a distance learning program by means of intra-district cable, microwave or other similar audio-visual technologies. During the term of the Agreement, no member of the Association’s bargaining unit will be terminated, nor shall the total hours of positions in said bargaining unit be reduced as a direct result of the District’s utilization of “distance learning.”

## Article 3 — Grievance Procedure

The orderly and efficient operation of the school requires that grievances be processed and resolved in speedy and timely manner. The items and procedure listed below are designed to accomplish that end.

### SECTION I - DEFINITIONS

- A. “Grievance” shall be defined as an alleged violation of the language in a specific article and/or section of this Agreement.
- B. “Grievant” is the person or persons who has the grievance and is presenting the complaint, also referred to as the “complainant.”
- C. “Party-in-interest” is either the person or persons making the complaint or the person or persons against whom the complaint is made, or both.
- D. “Days” – the term “days” shall mean days that the District office is open for business and District office employees are working (working days). In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, either party can request that the grievance be held over until the following school year begins.
- E. “Time Limits” – the time limits set forth herein are intended to be binding. By mutual agreement, they may be extended. However, if the grievant or Association fails to pursue a grievance within the requisite period of time, then it will be considered dropped. Should the District fail to respond in a timely fashion, such will be deemed to be a denial of the grievance and that will allow the grievant to pursue the next level of appeal.

### SECTION II — PROCEDURE

**Informal.** Within ten (10) working days after learning of the action which gives rise to the grievance, the grievant shall attempt to resolve the problem informally through discussion with the other party(ies) involved.

**Level 1.** If informal discussion fails to resolve the grievance, the grievant may, within ten (10) working days of such discussion, file a formal grievance in writing with the superintendent. The superintendent shall, within ten (10) working days of receipt of the formal grievance, respond in writing to the grievant setting forth his/her decision and the material reasons therefor.

**Level II.** If the decision rendered under Level I is unacceptable to the grievant he/she may, within seven (7) working days of receipt of that decision, file a written appeal with the Chair of the Board. Such appeal shall include a copy of the decision under Level I and the reasons the grievant believes the decision to be incorrect. The Board shall hold a closed hearing, subject to the provisions of the Public Meetings Law, (unless the grievant shall request an open hearing) within ten (10) working days of receipt of the appeal. Written notice shall be given to all parties-in-interest not less than three (3) days prior to the hearing and shall include the date, time, and place of the hearing.



Parties-in-interest may call such witnesses and present such testimony as they deem appropriate. Witnesses appearing shall be present only during the time their testimony is taken. Within five (5) working days of the hearing, the Board shall notify in writing all parties-in-interest of the decision and the major reasons therefor.

**Level III.** If the decision under Level II is unacceptable to the grievant, the Association may, within seven (7) working days of receipt of the decision, notify the Board in writing of the intention to request arbitration. Within seven (7) working days of receipt of such notice, the Board and the Association may mutually select an arbitrator. If the parties cannot mutually agree on an arbitrator, the Association shall request that the Employment Relations Board submit to the Association and the Board a list of five (5) arbitrators. If the parties cannot mutually agree on an arbitrator from that list, they shall alternately strike the name of an arbitrator from the list until one name remains. That person shall be the arbitrator.

The arbitrator so selected, in consultation with the parties, shall notify in writing all parties-in-interest of the date, time, and place of the hearing. The arbitrator shall have no power to substitute his/her judgment for that of the Board's. The arbitrator shall have no power to amend, add to or subtract from this Agreement.

The arbitrator shall investigate all facts of the grievance and shall allow testimony and materials as are relevant. The arbitrator shall submit his/her decision in writing to all parties-in-interest and the School Board. The decision shall not address any issue outside the grievance. A decision and/or award of the arbitrator shall, within the scope of his/her authority, be binding on the Association and the Board.

Nothing in this grievance procedure is intended to circumvent the rights of any of the parties, including the School Board, to their normal and legal remedies through the various courts.

## **Article 4 — Teacher Work**

- A. The school year for licensed staff covered by this Agreement shall be within the confines of the calendar officially adopted by the Board of Directors. The calendar on a four-day week will be so constructed as to provide not more than one hundred sixty-eight (168) contract days, including six (6) paid holidays (Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, New Year's Day and Memorial Day). The licensed staff shall also be allowed 4 grading days, 4 planning days, and 4 inservice days, all of which shall be established by the Board.

## **Article 5 — Teaching Hours and Load**

- A. Regular minimum building hours on a four-day week shall be nine (9) hours per day, inclusive of a thirty (30) minute duty-free lunch period. A teacher may leave the building under special circumstances for a good and valid reason earlier than normal after approval by the administrator. For the purposes of this article, regularly scheduled preparation time shall be considered as a regularly scheduled class. Starting and dismissal time for the school day shall be determined by the Board and the administrator. The hours of one day each week may be extended by the District by forty (40) minutes to allow for necessary staff meeting time or preparation. On the last student attendance day of the week following an extended day, teachers may leave forty (40) minutes early, following the departure of the buses, provided their weekly responsibilities have been completed.
- B. Teachers shall spend time outside of building hours, to the extent necessary, for adequate preparation for instruction, pupil and parent consultations when reasonably required by the administrator.
- C. Preparation time shall be one (1) class period per day for secondary teachers and one hundred eighty (180) minutes per week for elementary teachers (in blocks of time not less than thirty [30] minutes).

In the event that preparation time cannot be scheduled in accordance with this article in all grade levels, the Association and the District will meet to resolve the conflict.

- D. Teachers will be paid for substituting in another teacher's class at the hourly rate for substitutes. In lieu of substitute pay, the employee may have the option of Flex time. Flex time must be used in the current school year. A teacher needs to accumulate 7 hours of Flex time to equal 1 full day or 4 hours of Flex time to equal ½ day. Flex time must be reported monthly on payroll time card.

## **Article 6 — Non-Teaching Duties**

- A. The Board and Association acknowledge that a teacher's primary function is to teach and his/her energies should, to the greatest extent possible, be utilized to that end. Non-teaching duties and responsibilities, therefore, shall be kept to a minimum within the limits of available classified staff.
- B. Teachers shall be expected to attend various co-curricular school functions that have a reasonable correlation with their teaching assignments, such as Open House, Spring and Winter Music Programs, academic award ceremonies, and graduations. The administrator shall inform teachers as early as possible in the school year of those functions at which their attendance is expected.
- C. Teachers shall not be required to drive students to activities which take place away from the school building. A teacher may do so voluntarily, however, with the prior approval of the administrator. When transporting students or transacting other authorized business utilizing the teacher's personal automobile, reimbursement will be made, with prior approval of the administrator, at the IRS rate per mile.
- D. The District will continue to provide comprehensive liability coverage for staff while engaged in authorized duties and activities.
- E. Teachers may be asked at various times to serve as supervisory persons at extracurricular activities. Such supervision shall extend only to students enrolled in the school and to the interior of the building. However, the supervisor should "be reasonable and prudent" in terms of awareness of any problems outside the building and seek appropriate assistance when necessary. The scope of authority, the starting and ending times, and the number of teachers so assigned shall be set by the administration.
- F. Extra-duty compensation is listed on the Extra-Duty Salary Schedule in Appendix B and by this reference is incorporated herein.
- G. Sports supervision activities shall be voluntary on the part of teachers not directly involved in the activity. However, if there are insufficient volunteers, then the duties will be assigned by the District on the basis of rotating reverse seniority.

## **Article 7 — Teacher Evaluation**

- A. The primary goals of evaluation are first, to help the teacher become a better teacher, and second, to develop and maintain a continuous evaluative record as required by law.
- B. The process of evaluation shall be adopted by the Board. Prior to adoption, the Board will meet with the APT to receive its input.
- C. The evaluation plan may be modified by the District. Prior to adoption, the Board will meet with the APT to receive its input.
- D. “Voluntary transfer” — Teachers desiring a change in assignment may submit a written request to the superintendent.
- E. “Involuntary transfer” — The superintendent shall notify teachers affected by an involuntary transfer as soon as circumstances allow.

## Article 8— Leaves

### A. Definition of Terms

1. **Immediate family** shall be defined as follows:
  - a. Spouse of the member
  - b. Children, step-children, or grandchildren of the member.
  - c. Parent, step-parent, parent-in-law, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, or grandparents of the member.
  - d. Any permanent resident of the member's household.
2. "Critical Illness" shall include only illness or severe injury from which recovery is uncertain. Hospitalization does not necessarily imply "critical illness."
3. "Illness" is defined to mean a physical or mental condition, illness, or injury which prevents the teacher from performing his/her normal teaching duties.

### B. Sick Leave

1. In compliance with ORS 332.507, ten (10) days of sick leave will be granted to each full-time teacher for each school year or one (1) day for each month employed, whichever is greater. Employees working less than full-time shall receive sick leave on a prorated basis.
2. The annual sick leave entitlement shall accrue to the teacher on July 1 or on the date of employment if later than July 1. Teachers shall be given written notice on the first inservice day of the school year of their total accrued sick leave including the accrual for that year. An employee who leaves employment with the District and has used more sick leave than was earned at the time of separation may have the value of the unearned but used sick leave withheld from his or her final paycheck.
3. Sick leave benefits are available to the teacher due to employee illness, or family illness, as defined above, and may be used without loss of pay up to the total days accumulated.
4. If a teacher requests sick leave in excess of five (5) consecutive working days, the District may, at its option, require verification from the teacher's physician or practitioner that the illness prevents the teacher from working.
5. Newly employed teachers who worked for another Oregon public school district the previous year may transfer up to a total of seventy-five (75) days of sick leave when verified by the previous employer. However, the transfer of sick leave from another Oregon district shall not be effective until the teacher has completed thirty (30) working days in the District.
6. The total number of sick leave days which may be accumulated in the District is unlimited.

**C. Bereavement Leave**

A teacher shall be granted up to five (5) days absence as needed, with full pay upon the death of a member of the "Teacher's Family." The number of days actually granted shall be determined by the administrator. Under extenuating circumstances, additional days may be granted by the Board upon recommendation of the administrator. Bereavement leave shall not be deducted from accrued sick leave.

**D. Critical Illness Leave**

At the discretion of the administrator, a teacher shall be granted up to five (5) days per year as needed with full pay for critical illness of a member of the "Teacher's Family." Under extenuating circumstances additional days may be granted by the Board upon recommendation of the administrator. Critical illness leave shall not be deducted from accrued sick leave. The administrator may require a doctor's note.

**E. Professional Leave**

1. All licensed staff shall have the opportunity to attend the session of their choice during the statewide inservice day with full pay.
2. An additional number of professional days equal to the total number of licensed staff shall be available for use by the total staff. A teacher wishing to use any of those available days shall make a written request to the administrator setting forth the purpose and the date(s) requested. The administrator shall use his/her discretion regarding the number of days granted an individual teacher from the total days available.

**F. Personal and Emergency Leave**

A maximum of two days personal leave (noncumulative) shall be available to licensed employees for personal, legal, business, or family matters.

Personal leave may be granted by the administrator subject to the following conditions. Except under extenuating circumstances, personal leave shall not be used:

1. To extend vacation or holiday periods;
2. To engage in other employment;
3. During the first and last week of school; or
4. During parent/teacher conferences.

An incentive of \$100.00 will be paid at the end of the school year for each personal leave day not used by a licensed staff member. Less than full time staff will receive \$50.00.

**G. Jury Duty/Subpoena Leave**

1. Teachers who are called to serve as jurors should seriously consider fulfilling that responsibility. Teachers who serve as jurors shall do so without loss of pay.
2. A member shall be granted leave with pay for service on a jury, provided however, that compensation paid to such member for the period of the leave shall be reduced by the amount of the compensation received by the member for such jury service.

3. Unless otherwise mutually agreed, the jury witness fees due the member of such services during the work year, with the exception of mileage and expense fees, shall be submitted to the Business Office.
4. Upon being excused from jury service prior to noon during any day, the member shall contact his/her supervisor. The supervisor shall determine whether the member should report to the work site for the remainder of the day and whether the substitute should remain to work for the member or be reassigned within the building.
5. Similarly, teachers who are subpoenaed to appear in a case will be granted leave with pay. In the event the teacher is subpoenaed to appear in a case in which the teacher or the Association is a complainant in a case against the District, this leave will be unpaid unless the Association reimburses the District for the cost of the substitute.

#### **H. Leave of Absence**

A leave of absence without pay for up to two (2) years may be granted to an applicant by the Board.

#### **I. Short-Term Unpaid Leave**

In the event that a short-term unpaid leave is taken, the employee will pay the substitute rate. The leave may be granted at the discretion of the District.

#### **J. Association Business Leave**

Up to a total of five (5) days per year may be used by members of the Association for Association business purposes provided that the Association pays the cost of substitutes to the District.

#### **K. Family Leave**

The District acknowledges the requirements of the Oregon Family Leave Act and the Federal Family and Medical Leave Act.



## Article 9 — Compensation

- A. Compensation for the bargaining unit shall be as set forth in Appendix A and Appendix B and by these references are incorporated herein.
- B. Each licensed employee shall be paid on the basis of twelve (12) monthly payments.
- C. Licensed staff who are assigned to work an extended contract year shall be paid 1/190th of their salary for each day of the extended assignment.
- D. Payroll needs to be notified by February 15<sup>th</sup> of each year if a teacher intends to be moving over on the salary schedule for the following year.

E. **Public Employees Retirement Systems**

During the term of this Agreement, the District will participate in the public employee retirement plans required in ORS Chapters 238 and 238A that are applicable to employees in the bargaining unit. The District will continue to pay the 6% employee contribution to the defined contribution individual account program of the Oregon Public Service Retirement Plan (OPSRP).

- F. In addition to those deductions required by law, the District agrees to withhold from salaries of licensed employees when requested by teachers:
  - 1. Professional dues;
  - 2. Premiums for Board approved insurance programs which are above and beyond the amounts paid by the District;
  - 3. The District will provide at least one 403-B program (according to policy).
  - 4. Other deductions within the limits of the bookkeeping system after approval by the Board of Directors.

## Article 10 — Fringe Benefits

### A. **District Insurance Contributions**

The District agrees to contribute up to \$1149 per month per full-time teacher for the 2017-2018 insurance year toward the purchase of medical, dental and vision insurance benefits (at the unit rate premiums), as indicated below:

The following insurance programs shall be made available:

- a) OEBC/ODS Medical and Pharmacy plan,
- b) OEBC/ODS Dental and Orthodontia plan,
- c) OEBC/ODS Vision plan.
- d) OEBC/Kaiser-Permanente Medical Plan
- e) The long-term disability program, life insurance, and dependent life policies currently in effect will be continued by the District.

For teachers employed less than 1.0 FTE, the District will contribute a pro-rated amount toward the cost of insurance premiums and for District contributions to a HRA VEBA or HSA account described in Section B. The dollar amount of the contribution will be calculated by multiplying the District contribution amount by the percent of FTE of the less than 1.0 FTE teacher.

For the 2018-2019 insurance year, the District's maximum insurance contribution will be increased to \$1169 per month. For the 2019-2020 insurance year, the District's maximum insurance contribution will be increased to \$1189 per month.

### B. **District Contributions for Teachers Enrolled in the District's Group Health Plan**

- 1. The District will contribute \$150 per month to the HSA account of teachers enrolled in the tax-qualified high deductible health plan (HDHP). The District will contribute \$100 per month to the HRA VEBA account of teachers enrolled in all other qualifying medical plans.
- 2. Teachers with a claims-eligible HRA VEBA account who are or will be actively making and/or receiving contributions into an HSA will need to elect limited-purpose coverage on their HRA VEBA account per IRS rules.

### C. **District Contributions for Teachers Not Enrolled in the District's Group Health Plan**

Full-time teachers who opt not to take the District's health insurance package will receive a total of \$600.00 per month District VEBA contribution.

- D. Employees newly hired by the Board shall be eligible for Board-paid insurance premiums on the first day of the month following the month work commenced.
- E. The benefit programs identified herein shall be provided only in accordance with the underwriting rules and regulations as set forth by the carrier(s) in the policy (policies) retained by the policyholder.

- F. The District's obligation towards premium payments as provided herein shall cease on the first day of the month following the month in which there was a separation in employment. Teachers who work the entire contract year shall be provided twelve (12) months of benefits.

## Article 11 — Tuition Reimbursement

For any teacher to qualify for tuition reimbursement, the following conditions must be met:

1. Credits for which the teacher wishes to be reimbursed must be submitted in writing to and approved by the District administrator prior to enrolling in courses applicable to that teacher's licensure or area of teaching.
2. Reimbursement for hours taken during the fall or winter term will be made after verification by the administrator of successful course completion and payment of fees. Reimbursement for hours taken during spring and summer terms will be made after verification by the administrator of successful course completion and payment of fees, provided the teacher returns to the District the following year.
3. Reimbursement for tuition only will be made at the rate charged by the state institutions up to six (6) term hours per year.
4. Reimbursement will not be made for more than twelve (12) term hours in a three (3) year period unless the additional hours are requested by the District.
5. Teachers will be reimbursed for tuition within the limits and constraints of the budget. The Board recognizes the importance of professional improvement and will attempt to provide funds for it.
6. Except with the prior written approval of the building administrator, all funds expended for reimbursement under this article shall be to improve the teacher's abilities consistent with the Educational Act for the 21<sup>st</sup> Century.
7. The District shall attempt to budget \$10,000.00 annually for professional and staff Development.
8. The District will refund *necessary* training, textbooks, supplies and/or praxis exam registration (but only if the praxis exam is passed) in order for the District to maintain "Highly Qualified Teachers."

## **Article 12 — Miscellaneous Provisions**

- A. 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 remain in full force and effect.
- B. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written and expresses all obligations of and restrictions imposed upon the District and the Association.
- C. This Agreement is subject to amendment, alteration or additions only by a subsequent written agreement between and executed by the District and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.
- D. Any agreement between the Board and an individual teacher shall be subject to the terms and conditions of this Agreement. If an individual contract contains any language contrary to the Agreement, this Agreement shall be controlling.

## Article 13 — Layoff and Recall

- A. The District retains the right to determine when a layoff is necessary. In the event that the District mandates a layoff, the layoff procedure will be carried out pursuant to ORS 342.934. The District will attempt to give notice to teachers twenty (20) calendar days prior to the effective date of the layoff.
- B. **ORS 342.934**
  - 1. The procedure for reduction in probationary and contract teacher staff resulting from the District's lack of funds to continue its educational program at its anticipated level or resulting from the District's elimination or adjustment of classes due to administrative decisions shall be as provided in this article. However, nothing in this article is intended to interfere with the right of a fair dismissal district to discharge, remove or fail to renew the contract of a probationary teacher pursuant to ORS 342.835.
  - 2. The District shall make every reasonable effort to:
    - a. Transfer teachers of courses scheduled for discontinuation to other positions for which they are qualified;
    - b. Combine positions in a manner which allows teachers to remain qualified so long as the combined positions meet the curriculum needs of the District and the competence consideration specified in Subsection 4 of this section.
  - 3. In determining teachers to be retained when the District reduces its staff under this section, the District shall:
    - a. Determine whether teachers to be retained hold proper licensure to fill the remaining positions;
    - b. Determine seniority of teachers to be retained, based on the first day of actual service with the District. Ties shall be broken by drawing lots;
    - c. Determine competence or merit of teachers, if necessary, under Subsection 4 of this section.
  - 4. If the District desires to retain a teacher with less seniority than a teacher being released under this section, the District shall determine by substantial evidence that the teacher being retained has more competence or merit than the teacher with more seniority who is being released.
  - 5. An administrator shall retain status and seniority as a contract teacher and voluntarily may return to teaching in a reduction-in-staff situation. However, an administrator who was never employed as a teacher in the District shall not be eligible to become a non-administrative teacher in the District if the effect is to displace a non-administrative contract teacher.

- C. A teacher who is laid off will remain on the recall list and be eligible for recall for twenty-seven (27) months subsequent to the effective date of the layoff. As teaching positions for which laid-off teachers are qualified become available in the District, the following procedure shall be utilized:
1. The District shall notify laid-off teachers of a position opening by registered letter, return receipt requested, at their address of record as maintained in the superintendent's office. It shall be the responsibility of the teacher to make certain the address is correct and that the District is notified of any changes. Laid-off employees shall have seven (7) calendar days from the date of receipt or return of such notification in which to indicate their acceptance or rejection of the position and an additional fourteen (14) days, or more at the option of the District, in which to begin active employment.
  2. After twenty-seven (27) months on the recall list, or if the teacher cannot be reached at his/her last known address (when the registered letter sent to the teacher's address of record has been returned to the District), or if the teacher rejects any position offered to him/her for which he/she is qualified, he/she shall forfeit all re-employment rights and it shall be considered a voluntary resignation and the teacher's name shall be removed from the recall list.
  3. Teachers who wish to waive re-employment rights prior to twenty-seven (27) months subsequent to the effective date of a layoff may do so by written notification to the District. Such shall be considered a voluntary resignation and the teacher shall forfeit all employment rights with the District.
  4. Teachers returning from layoff shall be credited with all seniority and sick leave earned prior to the effective date of the layoff, but shall not accrue leave or benefits for the period of the layoff.

## **Article 14 — Duration and Effect of Agreement**

- A. This Agreement shall be effective July 1, 2017, and remain in full force and effect through June 30, 2020.
- D. This Agreement shall automatically be renewed from contract to contract and shall be binding for additional periods of one (1) year unless either the Perrydale School District No. 21 Board or the Associated Perrydale Teachers gives written notice to the other not later than October 15 next prior to the aforesaid expiration date of the Agreement of its desire to modify or terminate the Agreement in the successive term. If such a notice is given, negotiations will begin by the first Monday of February, prior to the contract expiring.



## Execution/Signatures

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2017, at Perrydale, Oregon, by the undersigned officers by the authority of and on behalf of the Perrydale School District #21 Board of Directors and the Associated Perrydale Teachers.

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
For the District

\_\_\_\_\_  
President

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Superintendent

## Appendix A

### Licensed Salary Schedules

Perrydale Licensed Salary Schedule						
2017-2018						
STEP	BA	BA+24	BA+45	BA+60/MA	BA+84/MA+24	BA+105/MA+45
1	36,904	38,175	39,444	40,714	41,984	43,254
2	38,175	39,444	40,714	41,984	43,254	44,523
3	39,444	40,714	41,984	43,254	44,523	45,792
4	40,714	41,984	43,254	44,523	45,792	47,063
5	41,984	43,254	44,523	45,792	47,063	48,332
6	43,254	44,523	45,792	47,063	48,332	49,602
7	44,523	45,792	47,063	48,332	49,602	50,872
8	45,792	47,063	48,332	49,602	50,872	52,142
9	47,063	48,332	49,602	50,872	52,142	53,411
10	48,332	49,602	50,872	52,142	53,411	54,680
11	49,602	50,872	52,142	53,411	54,680	55,951
12	50,872	52,142	53,411	54,680	55,951	57,220
13	52,142	53,411	54,680	55,951	57,220	58,490
14	52,252	54,680	55,951	57,220	58,490	59,760
15	52,348	54,806	57,220	58,490	59,760	61,030
16	52,433	54,914	57,367	59,760	61,030	62,299
17	52,506	55,007	57,490	61,030	62,299	63,570
18	52,571	55,087	57,592	61,250	63,570	64,839
19	52,628	55,155	57,677	61,415	63,864	66,109
20	52,776	55,316	57,855	61,665	64,204	66,743
21	53,024	55,563	58,102	61,911	64,452	66,991
22	53,229	55,769	58,308	62,117	64,657	67,196
23	53,401	55,940	58,479	62,288	64,829	67,368
24	53,543	56,083	58,622	62,431	64,971	67,511
25	54,046	56,586	59,125	62,934	65,474	68,014
26	54,258	56,797	59,336	63,146	65,685	68,225
27	54,434	56,974	59,513	63,322	65,862	68,402
28	54,581	57,121	59,660	63,469	66,009	68,549
29	54,704	57,243	59,782	63,592	66,131	68,671
30	55,316	57,855	60,395	64,204	66,743	69,283

2.0% INCREASE

- A. The 2005-2006 Salary Schedule was developed by increasing the 2004-05 Salary Schedule by 2.4 percent.
- B. The 2006-2007 Salary Schedule was developed by increasing the 2005-06 Salary Schedule by 2.0 percent
- C. The 2007-2008 Salary Schedule was developed by increasing the 2006-07 Salary Schedule by 3.0 percent
- D. The 2008-2009 Salary Schedule was developed by increasing the 2007-08 Salary Schedule by 3.0 percent
- E. The 2009-2010 Salary Schedule was developed by increasing the 2008-09 Salary Schedule by 3.67 percent
- F. The 2010-2011 Salary Schedule was developed by increasing the 2009-10 Salary Schedule by 2.0 percent
- G. The 2011-2012 Salary Schedule was developed with a zero % increase
- H. The 2012-2013 Salary Schedule was developed by increasing the 2011-12 Salary Schedule by 3.0 percent
- I. The 2013-2014 Salary Schedule was developed with a zero % increase
- J. The 2014-2015 Salary Schedule was developed by increasing the 2013-14 Salary Schedule by 1.0 percent
- K. The 2015-2016 Salary Schedule was developed by increasing the 2014-15 Salary Schedule by 1.5 percent
- L. The 2016-2017 Salary Schedule was developed by increasing the 2015-16 Salary Schedule by 2.0 percent
- M. The 2017-2018 Salary Schedule was developed by increasing the 2016-17 Salary Schedule by 2.0 percent**

Perrydale Licensed Salary Schedule						
2018-2019						
STEP	BA	BA+24	BA+45	BA+60/MA	BA+84/MA+24	BA+105/MA+45
1	37,642	38,938	40,233	41,528	42,824	44,119
2	38,938	40,233	41,528	42,824	44,119	45,413
3	40,233	41,528	42,824	44,119	45,413	46,708
4	41,528	42,824	44,119	45,413	46,708	48,004
5	42,824	44,119	45,413	46,708	48,004	49,299
6	44,119	45,413	46,708	48,004	49,299	50,594
7	45,413	46,708	48,004	49,299	50,594	51,890
8	46,708	48,004	49,299	50,594	51,890	53,185
9	48,004	49,299	50,594	51,890	53,185	54,479
10	49,299	50,594	51,890	53,185	54,479	55,774
11	50,594	51,890	53,185	54,479	55,774	57,070
12	51,890	53,185	54,479	55,774	57,070	58,365
13	53,185	54,479	55,774	57,070	58,365	59,660
14	53,297	55,774	57,070	58,365	59,660	60,956
15	53,395	55,902	58,365	59,660	60,956	62,250
16	53,481	56,013	58,514	60,956	62,250	63,545
17	53,557	56,107	58,639	62,250	63,545	64,841
18	53,623	56,188	58,743	62,475	64,841	66,136
19	53,680	56,258	58,830	62,644	65,141	67,431
20	53,832	56,423	59,012	62,898	65,489	68,078
21	54,084	56,675	59,264	63,149	65,741	68,330
22	54,294	56,884	59,474	63,359	65,950	68,540
23	54,469	57,059	59,649	63,534	66,125	68,715
24	54,614	57,205	59,794	63,680	66,271	68,861
25	55,127	57,717	60,307	64,193	66,783	69,374
26	55,343	57,933	60,523	64,409	66,999	69,590
27	55,523	58,113	60,703	64,589	67,179	69,770
28	55,673	58,263	60,853	64,739	67,329	69,920
29	55,798	58,388	60,978	64,864	67,454	70,045
30	56,423	59,012	61,603	65,489	68,078	70,669

2.0% INCREASE

- A. The 2005-2006 Salary Schedule was developed by increasing the 2004-05 Salary Schedule by 2.4 percent.
- B. The 2006-2007 Salary Schedule was developed by increasing the 2005-06 Salary Schedule by 2.0 percent
- C. The 2007-2008 Salary Schedule was developed by increasing the 2006-07 Salary Schedule by 3.0 percent
- D. The 2008-2009 Salary Schedule was developed by increasing the 2007-08 Salary Schedule by 3.0 percent
- E. The 2009-2010 Salary Schedule was developed by increasing the 2008-09 Salary Schedule by 3.67 percent
- F. The 2010-2011 Salary Schedule was developed by increasing the 2009-10 Salary Schedule by 2.0 percent
- G. The 2011-2012 Salary Schedule was developed with a zero % increase
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- J. The 2014-2015 Salary Schedule was developed by increasing the 2013-14 Salary Schedule by 1.0 percent
- K. The 2015-2016 Salary Schedule was developed by increasing the 2014-15 Salary Schedule by 1.5 percent
- L. The 2016-2017 Salary Schedule was developed by increasing the 2015-16 Salary Schedule by 2.0 percent
- M. The 2017-2018 Salary Schedule was developed by increasing the 2016-17 Salary Schedule by 2.0 percent
- N. The 2018-2019 Salary Schedule was developed by increasing the 2017-18 Salary Schedule by 2.0 percent

Perrydale Licensed Salary Schedule						
2019-2020						
STEP	BA	BA+24	BA+45	BA+60/MA	BA+84/MA+24	BA+105/MA+45
1	38,207	39,522	40,837	42,151	43,466	44,780
2	39,522	40,837	42,151	43,466	44,780	46,095
3	40,837	42,151	43,466	44,780	46,095	47,409
4	42,151	43,466	44,780	46,095	47,409	48,724
5	43,466	44,780	46,095	47,409	48,724	50,039
6	44,780	46,095	47,409	48,724	50,039	51,353
7	46,095	47,409	48,724	50,039	51,353	52,668
8	47,409	48,724	50,039	51,353	52,668	53,982
9	48,724	50,039	51,353	52,668	53,982	55,297
10	50,039	51,353	52,668	53,982	55,297	56,611
11	51,353	52,668	53,982	55,297	56,611	57,926
12	52,668	53,982	55,297	56,611	57,926	59,240
13	53,982	55,297	56,611	57,926	59,240	60,555
14	54,096	56,611	57,926	59,240	60,555	61,870
15	54,196	56,741	59,240	60,555	61,870	63,184
16	54,283	56,853	59,392	61,870	63,184	64,498
17	54,360	56,949	59,519	63,184	64,498	65,814
18	54,427	57,031	59,625	63,412	65,814	67,128
19	54,485	57,102	59,713	63,583	66,118	68,442
20	54,639	57,269	59,897	63,841	66,471	69,099
21	54,895	57,525	60,153	64,097	66,727	69,355
22	55,108	57,738	60,366	64,310	66,940	69,568
23	55,286	57,915	60,544	64,487	67,117	69,746
24	55,434	58,063	60,691	64,635	67,265	69,894
25	55,954	58,583	61,212	65,155	67,785	70,415
26	56,173	58,802	61,431	65,375	68,004	70,634
27	56,356	58,985	61,613	65,558	68,187	70,816
28	56,508	59,137	61,766	65,710	68,339	70,968
29	56,635	59,264	61,893	65,837	68,466	71,095
30	57,269	59,897	62,527	66,471	69,099	71,729

1.5% INCREASE

- A. The 2005-2006 Salary Schedule was developed by increasing the 2004-05 Salary Schedule by 2.4 percent.
- B. The 2006-2007 Salary Schedule was developed by increasing the 2005-06 Salary Schedule by 2.0 percent
- C. The 2007-2008 Salary Schedule was developed by increasing the 2006-07 Salary Schedule by 3.0 percent
- D. The 2008-2009 Salary Schedule was developed by increasing the 2007-08 Salary Schedule by 3.0 percent
- E. The 2009-2010 Salary Schedule was developed by increasing the 2008-09 Salary Schedule by 3.67 percent
- F. The 2010-2011 Salary Schedule was developed by increasing the 2009-10 Salary Schedule by 2.0 percent
- G. The 2011-2012 Salary Schedule was developed with a zero % increase
- H. The 2012-2013 Salary Schedule was developed by increasing the 2011-12 Salary Schedule by 3.0 percent
- I. The 2013-2014 Salary Schedule was developed with a zero % increase
- J. The 2014-2015 Salary Schedule was developed by increasing the 2013-14 Salary Schedule by 1.0 percent
- K. The 2015-2016 Salary Schedule was developed by increasing the 2014-15 Salary Schedule by 1.5 percent
- L. The 2016-2017 Salary Schedule was developed by increasing the 2015-16 Salary Schedule by 2.0 percent
- M. The 2017-2018 Salary Schedule was developed by increasing the 2016-17 Salary Schedule by 2.0 percent
- N. The 2018-2019 Salary Schedule was developed by increasing the 2017-18 Salary Schedule by 2.0 percent
- O. The 2019-2020 Salary Schedule was developed by increasing the 2018-19 Salary Schedule by 1.5 percent**



## Appendix B

<i>Perrydale School District #21</i>						
<i>Athletic Extra-Duty Schedule</i>						
DUTY	EMPLOYEE	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Athletic Director		3,229	3,229	3,229	3,229	3,229
Basketball						
Head Varsity Boys		3,303	3,303	3,303	3,303	3,303
Assistant Boys		2,285	2,285	2,285	2,285	2,285
Head Varsity Girls		3,303	3,303	3,303	3,303	3,303
Assistant Girls		2,285	2,285	2,285	2,285	2,285
Middle School Boys		1,587	1,587	1,587	1,587	1,587
Middle School Girls		1,587	1,587	1,587	1,587	1,587
Football						
Head Varsity		3,303	3,303	3,303	3,303	3,303
Assistant JV		2,285	2,285	2,285	2,285	2,285
Assistant		1,587	1,587	1,587	1,587	1,587
MS Football		1,587	1,587	1,587	1,587	1,587
Volleyball						
Head Varsity		3,303	3,303	3,303	3,303	3,303
Assistant JV		2,285	2,285	2,285	2,285	2,285
Middle School		1,587	1,587	1,587	1,587	1,587
Baseball/Softball						
Head Varsity - Boys *		3,303	3,303	3,303	3,303	3,303
Head Varsity - Girls *		3,303	3,303	3,303	3,303	3,303
Middle School - Girls		1,587	1,587	1,587	1,587	1,587
Middle School - Boys		1,587	1,587	1,587	1,587	1,587
*If 12 or more participants in Varsity SB/ Baseball & Track then a Assistant would be hired at \$1,587						
*All Middle School Sports 12 or more a Assistant would receive a \$600 Stipend						
Miscellaneous						
Track	min. 6 participants	3,303	3,303	3,303	3,303	3,303
Golf	min. 6 participants					-
Cross Country	min. 6 participants					-
Playoff Extension	\$268/week	263	268	268	268	268
Cheerleading Advisor	min. 4 participants	1,587	1,587	1,587	1,587	1,587
Game Supervision	\$15.72/hr.	911	911	911	911	911
Time Keeper	\$15.72/hr.	391	391	391	391	391
Football Announcer	\$15/.72/hr.	-		-	-	-
GRAND TOTAL		49,751	49,756	49,756	49,756	49,756

**Perrydale School District #21**  
**Academic Extra-Duty Schedule**

DUTY	EMPLOYEE	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Annual Advisor		1,562	1,593	1,625	1,657	1,682
Activities Director		1,028	1,049	1,070	1,091	1,108
Hi Q Advisor					-	-
ELL Coordinator		750	765	780	796	808
ESEA Coordinator		750	765	780	796	808
Drama Advisor		1,028	1,049	1,070	1,091	1,108
Testing Coordinator		1,562	1,593	1,625	1,657	1,682
FFA Advisor		-			-	-
MS Leadership Advisor		1,028	1,049	1,070	1,091	1,108
Music Program Director		1,562	1,593	1,625	1,657	1,682
Total Academic		9,270	9,456	9,645	9,838	9,986
Total Extra Duty Contracts		49,751	49,756	49,756	49,756	49,756
Extended Contracts	FFA					
04-05 FFA Extended Contract was at 50 days						
05-06 FFA Extended Contract is at 30 days		9,714	9,908	10,106	10,308	10,463
Total Extra & Extended		68,736	69,120	69,502	69,902	70,205

2019-20 NOTES:  
Coaching salary remains the same as 16-17  
Academic salary schedule increased 1.5%