

2021 – 22 CONTRACT

LANE COUNTY SCHOOL DISTRICT #52

and

EUGENE EDUCATION ASSOCIATION

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CONTRACT BETWEEN
LANE COUNTY SCHOOL DISTRICT NO. 52
and
THE EUGENE EDUCATION ASSOCIATION

This Agreement is entered into this _____ by and between the Eugene Education Association, hereinafter called the "Association" affiliated with the Oregon Education Association hereinafter called the "OEA" and the National Education Association hereinafter called the "NEA" and School District No. 52, Lane County, Oregon, hereinafter called the "District."

ARTICLE I
RECOGNITION

The Board recognizes the Association as the exclusive bargaining representative on wages, hours, and conditions of employment for all licensed teachers employed by the District except supervisors, confidential employees, and substitute teachers.

Part-time employees who work less than half-time shall not be eligible for insurance or other benefits.

Temporary employees shall not accrue seniority, and Article XI - Reduction in Staff - shall not apply to such employees. However, if a temporary employee is subsequently hired by the District as a probationary teacher without a break in service, the teacher's seniority date shall be the original date of hire (1st day worked on continuous service).

A temporary teacher is defined as a teacher who is employed to fill a position designated as experimental or to fill a vacancy, which occurs after the opening of school because of anticipated enrollment or because of the death, disability, retirement, resignation, or dismissal of a permanent or probationary teacher.

ARTICLE II
CALENDAR

- A. The school calendar shall not exceed one hundred ninety-two (192) days, including five (5) paid holidays. Prior to official adoption or modification, the specific calendar shall be discussed with Association representatives for the purposes of receiving advisory recommendations.
- B. Should the District decide to reduce the number of workdays, the impact of such decision shall be subject to expedited bargaining pursuant to ERB rules.

ARTICLE III
NON-DISCRIMINATION

- A. The provisions of this Agreement shall be applied equally to all unit members in compliance with the applicable law against discrimination as to race, color, creed, sexual orientation, national origin, age, sex, marital status, disability, gender identity, religion or other legally protected status.
- B. There shall be no reprisals against any individual or group of individuals because of their attempts to enforce this article.
- C. Cases involving alleged discrimination shall be grievable through level two of the grievance procedure, but not arbitrable.

ARTICLE IV
WORK ENVIRONMENT

- A. The use of tobacco shall not be permitted on the grounds of the Bethel School District. Supervision of students during any school-sponsored activity is considered to be on the grounds of the District.
- B. The District shall reimburse unit members for the reasonable cost of personal property that is stolen or damaged and is properly documented as stolen or damaged. Reimbursement is available only if the personal property was on District property or at a District-sponsored event at the time of the theft or damage. The District will provide a maximum reimbursement of \$750.00 per employee per year. An employee is eligible for reimbursement if one or more of the following conditions exists:
 - Personal property items are stolen or damaged as a result of District negligence.
 - Personal property items were being used for purposes relating to the employee's instructional responsibilities at the time of the theft or damage.
 - Personal property items were previously approved by the building administrator prior to being brought to school or used at a district-sponsored event.

ARTICLE V
WORK SCHEDULES

- A. The normal workweek for teachers shall be forty (40) hours including a thirty (30) minute daily duty free lunch period. Daily starting and dismissal times for teachers, which may vary from school to school, shall be determined by the District.
- B. 1. Except where extenuating circumstances exist, prior notice shall be given when staff meetings are to extend more than thirty (30) minutes beyond teachers' release time. Regular release time, for the purpose of this clause, means the time at which most of the teachers involved are normally released.

2. Building administrators will provide all unit members the opportunity to collaborate on decisions involving the work schedule issues in this article. For purposes of salary computation, the workday shall be fixed at eight (8) hours. For purposes of fulfilling professional responsibilities associated with teaching, an eight (8) hour workday will be flexible and will be guided by these principles:
 - a. Unit members recognize that their responsibility to students requires the performance of duties involving the expenditure of time beyond that of the student day and shall be available for student and/or parent consultation as well as other professional activities and responsibilities.
 - 1) On those occasions when unit members will not be available outside of the student day, they will notify the building office personnel.
 - 2) It is not the intent of this article to require unit members to work beyond an eight (8) hour day.
 - b. Unit members will make reasonable efforts to adjust their hours in order to be available to students and parents as necessary.
- C. Teachers shall also be available at the discretion of the District for faculty meetings, parent/teacher conferences, open houses and other curriculum-related activities.
- D. Teachers shall be compensated at per diem rate or, by mutual agreement, provided compensatory time-off as scheduled by the District for time spent on home visits outside the normal workweek when such visits are required by the District. Compensatory time off shall not be scheduled on teacher “inservice” days.
- E. At the District’s discretion part – time teachers shall participate in designated inservice days (e.g., Professional Development days during inservice week and established Professional Development days on the district calendar) and be compensated at per diem rate up to 1.0 FTE for their participation. Part-time teachers shall receive notice of participatory inservice days at least one week prior to inservice or professional development day. If a part-time teacher is hired during the contract year, they will receive notice at the time of the hire meeting if, at the date of hire, the inservice or professional development day is within 1 week.
- F. Special Education teachers shall be allowed up to four (4) days per year release time or, at their option, four (4) days’ pay at the curriculum rate for meetings and paperwork management. When using these days, Special Education teachers will inform building and District administrators at least three (3) workdays in advance of the dates the days are to be used and will provide summary information about the meetings and paperwork to be addressed during this time. These days will not be taken on days when a teacher’s absence may interfere with services including field trips, inservice days, professional development, or IEP meetings in which the member’s participation is integral.
- G. Title One Teachers may be allowed up to two (2) days per year release time or, at their option, up to two (2) days’ pay at the curriculum rate.

- H. No meetings requiring licensed staff attendance shall be held on two (2) Mondays per month. Exceptions to this rule are IEP / 504 / SST meetings, complaint investigations, parent requests, or other extenuating circumstances. The Association and District will mutually agree which Mondays will be meeting free.
- I. Counselors shall be allowed up to two (2) days per year release time or, at their option, two (2) days' pay at the curriculum rate for paperwork. Counselors will follow the same process for release time as Special Education teachers.

J. TEACHERS COVERING CLASSES

When an assigned teacher is absent due to school related activities, the District may assign a Bethel teacher or a substitute to that class (excludes Summer School). The District shall provide 24 hours' notice to teachers covering classes except when extenuating circumstances exist. First preference shall be given to Bethel teachers who volunteer. When a Bethel teacher covers a class, (excluding summer school classes), that teacher shall be paid per diem rate or, by mutual agreement, shall be provided an equivalent amount of compensatory time.

Teachers accumulating compensatory time must use the compensatory time within thirty (30) days of accumulating a full day or the teacher will receive pay equivalent to one (1) day at their per diem rate.

With the exception of the required number of grading periods and parent-teacher conference days, (the District will not further reduce parent-teacher conference or grading days), the District recognizes its obligation to bargain upon demand by the Association the impact of any decision(s) that would result in an increase in student contact time. In such cases, the following procedure shall apply:

- 1. The Association will be advised in writing of any formal proposal prior to the submission of such proposal to the Board of Education. Any such proposal shall include sufficient information to allow the Association to assess its impact on teachers' student contact time.
- 2. If, after the Association and District have met to attempt to agree on terms related to the impact of the District's proposal, which shall occur within 25 calendar days of the Association's receipt of the District's notice, then the parties shall follow the statutory expedited process to reach resolution.

ARTICLE VI
PREPARATION TIME

- A. K-5 teachers shall be allowed at least 250 minutes per week for planning and preparation. Prep time shall not be in increments of less than 20 minutes.
- B. Elementary teachers shall be allowed a minimum of 150 minutes per week during the student contact day. Teachers may, at their discretion, request a waiver of this time. Such waiver shall be subject to approval by the District and the Association.
- C. Middle school teachers shall be allowed a minimum of 225 minutes for preparation during a normal work week. Such time shall be allowed during the student contact day.

- D. K-8 teachers will be provided 4 hours per year of protected preparation time for the purposes of scoring state required work samples. The time will be in increments of not less than two hours and shall occur on an inservice day scheduled after November.
- E. High school teachers shall receive a minimum of 315 minutes weekly during the student four (4) period contact day for preparation during a normal work week. During an eight (8) period day or a student contact day of more than four (4) periods but less than eight (8) periods, high school teachers shall receive one (1) period during the student contact day for preparation. This preparation period will be the same length as the normal class period for that day.
- F. If a secondary teacher is required to score an LPA that is required to meet ODE graduation requirements (Essential Skills) utilizing the alternative assessment pathway, four (4) hours will be provided on an inservice day, which will fall between winter break and before June 1st for scoring/training. However, if this LPA is scored in a course that is designed for the purpose of remediation to meet the requirements of the LPA, this provision will be null and void.

NOTE: Prep times shall be consistent with programs adopted at each building.

ARTICLE VII

CLASSROOM ENVIRONMENT

A. LEARNING ENVIRONMENT

When, in the judgment of a teacher, a student is, by the student's behavior seriously disrupting the instructional program to the detriment of other students, the teacher may temporarily remove the student from class and refer the student to the principal or licensed designee. The student shall not be returned to that class or room for the remainder of the day without a consultation between the teacher and the building principal or designated representative. At the teacher's request, the designated representative shall be an administrator, unless it is impractical to do so. The District shall follow all state and federal laws and guidance regarding student behavior.

1. The teacher will be given timely notice of what action, if any, was taken, and will not include any information considered confidential. Such notice will be given prior to the student's return to the classroom unless extenuating circumstances make such advance notice impractical.
2. In the event that a bargaining unit member writes a referral for a student, the building principal or administrator will confer with the member within five (5) working days of its submission, unless the referral is of a minor character and does not warrant follow-up.

B. SPECIAL ASSISTANCE

When, in the judgment of the teacher, a student requires the attention of the principal, counselor, school nurse, or other specialist, the teacher will so inform the principal. The teacher shall be included in any such conference initiated by the principal to resolve the matter and shall be advised of any action(s) taken as a result of such conference. Nothing in this article is intended to preclude any teacher from conferring informally with appropriate resource persons on routine discipline matters.

C. The student conduct and disciplinary procedures and policies, including restorative practices, developed for each school building shall, upon request of a staff member, be reviewed annually by a building committee composed of teachers selected by the staff. If such review is undertaken, the committee shall work with and make recommendations to the building principal. Student conduct and disciplinary policies and practices shall incorporate evidence-based strategies.

D. No change in the adopted procedure shall be made without first consulting with the building faculty.

E. In the event that a member has continuing safety or educational concerns regarding a student's behavior in the classroom, and after multiple attempts to work with a parent or guardian, the member will make a request for a Student Assistance Team (SAT), in writing to the building administrator. If the SAT team determines that a Functional Behavior Assessment is needed, the principal or designated staff member will attempt to get written consent for the FBA within two (2) to five (5) days of notice from the SAT. Once written consent is provided by the parent or guardian, a trained staff member will conduct an FBA and a Behavior Support Plan will be created within a timeline as defined by law (currently 45 days).

If consent is not granted by a parent or guardian for a Functional Behavior Assessment, administrators will convene staff to develop an informal support plan or instructional supports, and supports designed to ensure the safety of staff and students, if so warranted. Such informal plans shall be developed and implemented in the interests of reducing the effects of the disrupted learning environment on students' instruction and classroom safety.

For children who are under 504 or IDEA protection or for whom the team suspects a disability, we will follow all state and federal laws that are related to the services and supports we provide these students.

F. No provision in this article will have the effect of denying any rights a student has under federal or state law and regulations.

ARTICLE VIII
VACANCIES AND TRANSFERS

A. VACANCIES

1. A list of available positions, as established by the District, shall be maintained in the District Administration Offices. Notice of such vacancies that occur during the school year shall be posted in each building for at least ten (10) working days

before being permanently filled. The ten (10) working days can be reduced to five (5) working days by mutual consent between the District and EEA.

2. Properly licensed in-district applicants for vacancies will be assured an interview as a finalist for the position.

B. VOLUNTARY TRANSFERS

1. **Voluntary Transfers:** A contract teacher who wishes to transfer shall indicate this desire in writing to the building principal. The District shall acknowledge receipt of the request within ten (10) days after its receipt. Teachers may indicate an order of preference for appropriate consideration. Requests for transfers must be renewed annually no later than March 31. Transfer requests shall be accepted after this date for specific positions that become available. An interview shall be granted to any teacher who applies for a specific vacancy within five (5) days of the initial posting of such vacancy. No voluntary transfer shall be effected until a conference has been held between the teacher and the receiving administrator.
2. Positions available for transfer and approval for transfer will be determined by the District. For positions available for transfer, the District will follow the procedure below:

**Friday prior to
Spring Break
or Earlier**

Notice to staff of possible open positions

Not later than March 15

Letters or email notification due from staff requesting transfers

Not later than March 15

Letters or email notification due from staff on leave

After April 1

First administrative team transfer meeting

In-building changes

2nd notice to staff of open positions. If involuntary transfers will need to be made, the positions will be specifically identified in this notice.

Letters due from staff requesting transfers

Final administrative team meeting to determine transfers

3. For positions that become available during the summer, the District will send a notice of vacancy to all teachers who have requested consideration for such

position. Such notice will be sent to the teacher's address on file. The teacher shall notify the District within ten (10) days of the date the notice is sent whether the teacher desires an interview.

C. INVOLUNTARY TRANSFERS

1. No involuntary transfers shall be effected until the teacher has been notified in writing and a conference has been held with the receiving administrator.
2. A teacher being involuntarily transferred shall be informed of appropriate vacancies known at the time the transfer decision is made and the teacher involved may be afforded the opportunity to voluntarily transfer to said appropriate position. A teacher transferred through this process and required to move to another building site shall be granted reasonable time off with pay to move materials. Should the move transpire during a normal teacher break, (winter break, summer break, etc.) the teacher shall be paid at the current curriculum rate for a reasonable number of hours, up to a maximum of ten hours for time spent in moving and setup of the new site.
3. A teacher transferred involuntarily and required to move subsequent to the first orientation day shall be granted reasonable time off with pay to move materials.

ARTICLE IX
COMPLAINT PROCEDURES

- A. If a complaint is received which, in the District's judgment, warrants investigation, such investigation shall be done in a timely manner. If the District determines that the matter warrants discussion with the teacher, such discussion will be held within two (2) working days following such determination unless it is impractical to do so because of the absence of an involved party.
- B. Such complaints which are not discussed with the teachers shall not be considered in the evaluation process.
- C. The teacher shall be entitled to representation in any formal meeting or hearing at which their presence is required for the purpose of investigating a matter that could reasonably result in disciplinary action being taken against the teacher.
- D. When a complaint is placed in the file, the teacher shall receive a copy and shall be given the opportunity to attach a written statement regarding the matter.

ARTICLE X
ACADEMIC FREEDOM

GRADING OF STUDENTS

Within the framework of statewide and District standards, the teacher shall maintain the exclusive right and responsibility to determine grades and other evaluations of students relating to their classroom performance. No grade or evaluation given by the teacher shall be changed without the

approval of the teacher, unless the student, parent(s), or legal guardian(s) file an appeal with the building principal.

1. Appeals shall be heard by a review panel consisting of a teacher appointed by the student's teacher, the building principal, who shall act as chairperson, and a district employee appointed by the other two panelists. In its proceedings, all members of the review panel will respect the appealing party's right to confidentiality.
2. The student's teacher and complainant have the right to present to the panel.
3. The panel may change the grade, establish additional requirements or refuse the appeal.
4. The review panel's decision shall be final and binding.
5. If the student's teacher has left the District or otherwise is unavailable, the Association shall appoint another teacher as a representative.

ARTICLE XI **REDUCTION IN STAFF**

A. LAYOFF

Prior to formal consideration of reduction in force by the Board, the EEA will be given written notification of reasons RIF is necessary and programs being considered for impact. EEA shall be given reasonable opportunity to give written input to the superintendent or designated representative on these recommendations. The reasons for RIF shall not be grievable. When the Board has formally considered a reduction in force, it will immediately notify the Association. Such notice will be in writing and will indicate the programs that may be affected. Employees within the affected program(s) shall be considered for retention or recall on the basis of seniority within areas of TSPC or non-TSPC certification, however, teachers shall not have a contractual right to "bump" or to be recalled into positions requiring certification in areas in which the teacher has not taught in the District within the previous five (5) years, or educational attainments or both, but not based solely on licensure. The District may, at its discretion, consider a teacher's willingness to undergo additional training or pursue additional education in deciding upon questions of competence. Employees to be laid off and the Association shall be provided notice at least sixty (60) days in advance, except when the layoff is a result of loss of or failure to obtain financial resources.

Seniority shall be defined as the employee's total length of service since the last date of hire. Any teacher who is to be laid off will be so notified in writing as soon as practically possible. Such notice will include the proposed time schedule and the reasons for the proposed action. When two or more teachers have equal seniority within a certification area, layoff shall be determined by date of hire. Date of hire means the first day of actual service as teachers with the school District. In the event of ties, layoffs shall be determined by lot.

B. RECALL

If, within twenty-seven (27) months of layoff, a vacancy occurs within the District for which the

laid off teacher is qualified, the recall procedure outlined below will be followed:

1. At the time of layoff, the District shall provide laid off teachers the opportunity to express in writing a desire to return to the District. The District shall also receive the teacher's address for recall notification. In the event of a recall, the District shall notify a teacher who has expressed a desire to return to the District of the recall by certified mail, return receipt, sent to the last address given by the teacher to the District Office.
2. At the time of layoff, the teacher may indicate in writing his or her desire to return to the District and may provide the District with an address to which notices shall be sent. The teacher will have sixteen (16) days from the receipt of such notice or return of letter to the District to notify the District in writing of his or her intent to return within sixty (60) days of the date of such notice. Failure of the teacher to so respond within the time herein specified shall terminate such teacher's right to recall.
3. Laid off full-time teachers retain their full-time seniority rights during the twenty-seven (27) months of recall even if they accept or reject a less than full-time position. Laid off part-time teachers retain their part-time seniority rights during the twenty-seven (27) months of recall even if they accept or reject a position of less than .5 FTE.

ARTICLE XII **JUST CAUSE**

- A. Just cause applies to all disciplinary actions, with the exception of non-renewal and dismissal per Section C of this article, taken by the District, including written reprimands, and teacher suspensions.
- B. When the District dismisses or discharges a contracted teacher, the District will, at the Association's timely request, consider allowing an appeal of such dismissal to binding arbitration. If the District elects arbitration, the arbitrator shall use the same reasons, rules, and levels of evidence as are required for the Fair Dismissal Appeals Board (FDAB) under ORS 342-805 to 342-910. Any contract unit member whose dismissal is not subjected to arbitration has the right to appeal the dismissal to the FDAB pursuant to ORS 342.805 to ORS 342.910.
- C. Just cause does not apply to the dismissal of a contract teacher or the non-renewal of a probationary teacher.

ARTICLE XIII **PERSONNEL FILES**

- A. Official personnel files shall be maintained in the Central Office. When any derogatory material is placed in the file, the teacher shall receive a copy and shall be given the opportunity to attach a written statement regarding the matter.
- B. The Association shall have access to an employee's personnel file at reasonable times during the work day after having given reasonable notice and having supplied to the District the

expressed written approval from the employee.

- C. Documents related to written reprimands, teacher suspension or teacher discharges shall not be placed in the teacher's personnel file until the District has completed its investigation on the matter.

ARTICLE XIV GRIEVANCE PROCEDURE

The grievance procedure for teachers is attached as Appendix I and by this reference made a part of this Agreement.

ARTICLE XV SICK LEAVE

- A. A teacher absent from duty because of personal illness shall be paid their full salary for the period of such absence not exceeding a total of ten (10) days in anyone school year, except where the ten (10) day leave is not used up on one school year, it is cumulative without limit.
- B. When a teacher will be absent from work, the teacher shall give notice to the principal or the person designated by the superintendent to receive such notice. If the absence is for consecutive days, the principal should be notified of the probable date of return. A certificate by the employee's attending physician or practitioner that illness or injury prevented the employee from working may be required for sick leave in excess of five (5) consecutive days.
- C. An employee shall be allowed up to seventy-five (75) days per year sick leave accumulated in another district; however, the employee must have been employed by such school district during the preceding year and the transfer of sick leave from another Oregon district shall not be effective until the school employee has completed 30 working days in Bethel.
- D. A teacher returning from any illness, whether or not sick leave benefits have been paid, may be required to submit to a medical examination at the expense of the Board or furnish a medical doctor's certificate of health prior to returning to work, in order to safeguard the health of students and staff.
- E. If, at the beginning of a school year, a teacher previously employed for at least one (1) school year is ill and unable to resume their teaching duties and such teacher has unused accumulated sick leave days at the end of the prior school year, the teacher will be allowed to use such previously accumulated sick leave days while the teacher remains ill and unable to work. Such teacher shall not be credited with any additional sick leave days until the teacher has returned to their teaching duties.
- F. Sick leave shall be allowed in accordance with state and federal statutes.
- G. All sick leave benefits shall terminate and/or be forfeited upon termination of employment for any reason except retirement or transfer to another district as provided for by ORS 332.507 and/or 238.350. Upon retirement, one-half (1/2) of the unused sick leave will be allowed in

accordance with PERS Administrative Rules.

- H. Any employee obtaining sick leave benefits by fraud, deceit or falsified statement, shall be subject to disciplinary action.

- I. INJURY ON DUTY

The absence of an employee because of illness or accident for which the employee receives compensation from the Workers' Accident Insurance Fund shall be considered as sick leave. Worker's accident compensation for time lost (but not disability settlements) shall be deducted from sick leave compensation paid to the employee by the Bethel School District. However, the amount of sick leave time charged against the employee's sick leave account shall be only that portion of each day for which the employee is actually compensated by the District. Such payments shall be discontinued when the employee's accumulated sick leave is exhausted or when the employee begins to receive Long-Term Disability benefits.

ARTICLE XVI
EMERGENCY and PERSONAL LEAVE

- A. Three (3) days emergency leave with pay shall be granted for emergencies of a serious nature that are beyond the teacher's control and must be taken care of during school hours. This leave is non-accumulative and must be scheduled in advance unless the nature of such emergency is such that advance scheduling is not practicable.
- B. Two (2) days per year are granted for those times when leave is desired for personal commitments not of an emergency nature. At each year's end, if one or more personal days from the current year remain, one (1) day shall be carried over into the next year. One additional day from a past year may also be carried over. During any school year personal leave shall not exceed six (6) days. In no single year may a unit member utilize personal days in excess of four (4) days, except in a case where the District and the Association agree that personal days may be donated to another Bethel employee for use in an extreme personal/family emergency.
 - 1. Personal leave days shall not be used to extend school holidays or vacation periods.
 - 2. Personal leave days must be approved in advance by the building principal unless such leave is for emergency reasons as defined in "A" above. Personal leave may not be unreasonably denied.
- C. Leave under this Article shall be allowed when weather conditions impede reporting make travel to and from school hazardous on days when teachers would otherwise be expected to work. When teachers are advised by the superintendent or designated representative not to report for work on such days, they shall receive pay without loss of leave; however, the District may require teachers to "make-up" the days paid but not worked. Should personal, emergency or sick leave be scheduled by a member prior to a weather-related cancellation, that day shall not be charged against the member's leave account.
- D. A teacher who does not utilize any personal leave (2 days) or emergency leave (3 days) during

the school year, shall receive \$75.00 incentive payment. This payment shall be included with the balance of contract check that will be received in June.

This practice will be reviewed by the District and EEA each November to determine if the incentive payment will continue or be discontinued and to determine the dollar amount of the incentive. If either party wishes to discontinue the practice, it shall be discontinued.

ARTICLE XVII **BEREAVEMENT LEAVE**

Emergency, and personal leave, as provided in Article XVI, plus sick leave, as provided in Article XV, may be used for critical illness or death of a member of the family of the employee, or to enable the staff member to be with members of the family when an emergency occurs due to critical illness or death. The District shall follow all state laws pertaining to Bereavement Leave.

The family shall be defined as spouse; same-gender domestic partner; custodial parent; non-custodial parent, adoptive parent, foster parent, biological parent, step parent, parent-in-law, parent of same-gender domestic partner, a person with whom the employee is or was in a relationship of in loco parentis, biological, adopted, foster or step child of an employee or the child of an employee's same-gender domestic partner, grandparents and grandchildren, brother and sister (including step-brother and sister), and sister- and brother-in-law.

ARTICLE XVIII **ASSOCIATION LEAVE**

- A. With prior notification to the superintendent, or designated representative, an aggregate of ten (10) days of non-accumulative leave with pay shall be provided for designated Association representatives to transact Association business pertaining to collective bargaining, contract maintenance, and related activities having a direct relationship to the Association's labor-management relationship to the District. The leave shall not be taken for the purpose of union governance. Up to four (4) additional days shall be allowed for members of JIBC to attend the NEA National Insurance Conference.
- B. Up to fifteen (15) additional days shall be granted for Association leave. The Association shall reimburse the District for the cost of substitutes.
- C. The Association may request additional days, for which, if granted by the District, the Association will reimburse the District the cost of substitutes.
- D. This leave must be requested by the Association president or designee at least three (3) working days in advance of the commencement of the leave.

ARTICLE XIX **COURT and JURY DUTY**

If a teacher must appear in court on the teacher's own case, the pay of a substitute shall be deducted from the teacher's salary.

If a teacher is called for jury duty or is subpoenaed as a witness in a court case in which the teacher is not personally named, the salary received for such duty shall be turned over to the District.

UNPAID LEAVES

ARTICLE XX **INFANT CARE LEAVE**

- A. A leave of absence without pay shall be granted for up to one (1) year for the purpose of infant care (birth to school age). It may be renewable annually upon approval of the Board. The application for such leave shall be given to the superintendent or designated representative no later than sixty (60) calendar days prior to the effective date of such leave and shall include a statement of the exact date on which the teacher wishes to terminate teaching. Such requirement may be waived where circumstances are such that it would be an unreasonable hardship.
- B. The teacher may continue teaching as long as they can continue their regularly assigned responsibilities. The Board may require a doctor's statement(s) to this effect.
- C. A teacher on leave under the above conditions wishing to return to duty shall file a written request with the superintendent or designated representative at least sixty (60) calendar days prior to the date the teacher wishes to return to teaching prior to the end of the leave. A teacher on leave shall inform the District in writing, not later than April 1, of the teacher's plans for the next school year. The teacher may be required to furnish a physician's statement indicating that the teacher's health permits the teacher to resume the full responsibility of teaching.
- D. Any teacher planning for adoption will inform the superintendent or designated representative of their plans. The leave for the adoption of a child shall begin at a time mutually agreed upon between the superintendent or designated representative and the teacher.
- E. A teacher on infant care leave shall retain and be able to utilize sick leave benefits accrued at the time the leave is taken. A teacher who is unable to work due to a pregnancy related disability shall be allowed to use accumulated sick leave before the infant care leave takes effect. A teacher who is given leave but works one-half the number of contract days or more during the school year, shall be credited with a year's teaching experience.
- F. The District insurance may be maintained at the discretion of the teacher. Subject to approval of carrier, it can be carried for the duration of the leave by the teacher paying the premium.
- G. If a teacher does not comply with the above conditions, the right to such leave and/or the right to return may be denied by the Board.

ARTICLE XXI **MILITARY LEAVE**

Military leave shall be allowed in accordance with federal and state laws relating to such leaves.

ARTICLE XXII
PROFESSIONAL LEAVE

Professional leave with or without pay may be authorized by the District for attending educational conferences or for other purposes related to teachers' assignments.

ARTICLE XXIII
OTHER UNPAID LEAVES

A. EDUCATIONAL LEAVE

A leave of absence of one (1) or two (2) years shall be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs, foreign or military teaching programs, or other similar programs. Granting of such leave is contingent upon the teacher's intention to return to the school system.

B. A leave of absence may also be granted for the purpose of serving as an officer or staff member of the EEA, OEA, or NEA.

C. MISCELLANEOUS LEAVES

Leaves of absence for other purposes may be granted by the District.

D. Teachers shall retain their accumulated sick leave and shall retain, with carrier approval, the option of continuing to participate in the teachers' insurance program, provided that the teacher shall pay the premium.

E. APPLICATION and RETURN

1. Requests for such leave shall be made in writing to the superintendent or designated representative no later than thirty (30) days prior to the requested effective date.
2. Any teacher on such leave shall notify the District no later than April 1 of the year prior of their intent to return to the District.
3. Teachers on unpaid leaves who are below the top step of their range shall, upon return, be placed on the salary schedule one (1) step beyond the last held, except that, teachers who complete the terms of a leave under Educational Leave, section A, shall be allowed step credit on the salary schedule where applicable.

ARTICLE XXIV
TRAVEL

When teachers are required to use their personal automobiles for District business, they shall be reimbursed at the current IRS rate per mile and shall be covered by the District liability policy.

ARTICLE XXV
FRINGE BENEFITS

- A. Effective October 1, 2021, the District-paid composite rate premium toward medical, dental, life, vision, long-term disability, and accidental death and dismemberment insurance coverages shall be \$1,554.08 per month per eligible employee.

One-time transfers from the Teacher Insurance Reserve fund to the District general fund of \$50,000 will occur by September 1, 2021.

- B. Eligible employees include employees scheduled to work at least half-time and at least one-half of the contract days during the school year.

A joint insurance benefits committee made up of eleven (11) teachers and one (1) retired teacher and three (3) active administrators shall oversee the EEA insurance program.

An insurance reserve fund and any interest it may accrue, dedicated to employee insurance benefits, shall be created when any excess dollars. The joint benefits insurance committee shall determine how and when to utilize the dollars in the reserve fund. Decisions reached by a majority of committee members shall be binding to the District and to EEA.

- C. It is agreed that the Association shall have the authority to transfer funds from the PDC fund to the T.I.R. and from the T.I.R. to the PDC fund.

- D. Members hired prior to the beginning of the 2008-2009 school year, working less than fulltime (1.0 FTE) shall receive the following district contribution toward their benefits package

.9 FTE to .99 FTE shall receive 100% of the full time contribution
.7 FTE to .89 FTE shall receive 95% of the full time contribution
.5 FTE to .69 FTE shall receive 90% of the full time contribution

Members hired for the 2008 – 09 school year and beyond:

.9 FTE to .99 FTE shall receive 100 90% of the full time contribution
.7 FTE to .89 FTE shall receive 90% of the full time contribution
.5 FTE to .69 FTE shall receive 80% of the full time contribution

ARTICLE XXVI
PROFESSIONAL DEVELOPMENT

- A. Effective July 1 of each year of this Agreement, the District shall contribute \$130,000, to a professional development fund. Of this amount, \$ 52,000, less actual costs of the Mentor Program, funds may be spent at the discretion of the committee for school improvement projects and \$78,000 may be spent at the discretion of the PDC.

1. A Professional Development Committee of fifteen (15) members shall be established. Eleven (11) members shall be appointed by the Association and four (4) by the District. The chair shall be elected by the committee. The committee shall determine eligibility requirements and procedures for application. Consideration of applications shall be

based on the relevancy of the training to the teacher's assignment, the potential value to the District, and the distribution of funds district wide. The committee may establish subcommittees.

2. Committee members shall be allowed time off as deemed necessary for the administration of this fund. The cost of the substitutes incurred as a result of such time off shall be charged to the fund.
 3. All professional development funds shall be used to benefit bargaining unit members only. Professional development funds are intended to reimburse teachers for costs and expenses of attending conferences, tuition reimbursement, short-term training and professional development experiences, and paid study leaves approved by the Professional Development Committee. The professional development fund will pay the cost of substitute replacements (salary and, if applicable, fringe benefits as defined in Article XXV for an eligible replacement), except when other arrangements are made involving District/PDC joint projects. Available funds not used during a school year shall be carried over into the next school year.
- B. For the purpose of allocating building monies, a subcommittee of PDC shall be established consisting of two (2) members appointed by the Superintendent and three (3) appointed by the PDC committee.
1. In each year of this agreement, the monies for the Mentor Program will be subtracted from the building monies prior to allocation by the PDC subcommittee. Mentor positions will be voluntary and any bargaining unit member may apply. Mentors will be paid 3.5% of base salary.
 2. Building funds shall be earmarked for staff development related to school improvement projects.
 3. A portion of PDC building monies, outside of mentor-designated funds, may be earmarked to:
 - (a) Fund teacher leadership positions.
 - (b) Fund ongoing opportunities for peer collaboration and peer observations.
 - (c) Fund opportunities for targeted Professional Learning Communities.
- C. The Professional Development Committee may approve paid study leaves. Paid study leaves of sixty (60) contract days or greater shall be at eighty-five percent (85%) of salary. The unit member would be paid if on duty during the leave period. The fifteen percent (15%) of the salary not paid will be added to the professional development fund. Leaves of less than sixty (60) contract days will be at full salary. The teacher on study leave will not forfeit any privileges under the contract, except a teacher on full-year study leave will not be able to carry over personal leave for that year.

Replacement teachers for teachers on leave less than sixty (60) contract days will be placed on the salary schedule at BA Step 3. Replacement teachers on paid leave of sixty (60) contract days or greater will be placed on the salary schedule on Step 1 at their appropriate educational column and may receive insurance according to District policy for temporary teachers.

A three percent (3%) stipend for the PDC and JIBC chairs shall be paid from the PDC fund. A

three percent (3%) stipend shall be paid from the PDC fund to support up to two (2) staff who are designated as “Teacher Leaders” by mutual agreement between the employee and the District, and are assigned duties to support district-approved professional development learning among colleagues.

ARTICLE XXVII **COMPENSATION**

- A. For the 2021 – 22 school year teachers shall be compensated in accordance with the Salary Schedule attached in Appendix II.
- B. The District shall continue to contribute one percent (1%) of salary toward the purchase of a TSA for each employee who authorizes a payroll deduction of at least one percent (1%) toward the TSA purchase. For employees hired for the 2016 - 17 school year and beyond the District shall contribute two and one-half percent (2.5%) salary toward the purchase of a TSA for each employee who authorizes a payroll deduction of at least one percent (1%) toward TSA purchase.
- C. Any teacher who meets the requirements for a salary change shall first change columns and then receive the step increment.

Teachers shall submit requests for advancement on the salary schedule by reason of additional college or university credit to the superintendent or designated representative on or before November 1 or the first weekday thereafter if November 1 falls on a Saturday or Sunday.

Teachers requesting advancement on the salary schedule for reasons of additional training will submit a column change application and complete official transcript(s) of all required work not later than 12 noon on the first day of November or the first weekday thereafter if November 1 falls on a weekend.

- D. Coursework submitted for advancement to Column B.A. + 105 without an M.A. or M.A. + 45 must be related to the teacher’s area of assignment. Exception may be made by the District if, in the District’s judgment, the coursework is related to the teacher’s future assignment or is judged to be of particular value to the District’s overall program.
- E. All teachers shall be given full credit for training preparation.
- F. Full credit up to eight (8) years shall be given for teaching experience outside the District unless the position is, in the District’s judgment, unique in that a pool of talented applicants is not available due to the restriction of eight (8) years of credit. When this happens, the District will have the discretion to offer more years of experience.
- G. For the 2016 – 17 school year and beyond, by mutual agreement between the employee and the District, instructors who teach a “zero period” (i.e., prior to the start of the regular school day) in district-approved programs will receive equivalent per diem pay or an additional prep of equal length to the zero period during the school day. The District may not unilaterally assign a teacher to teach a zero period.

ARTICLE XXVIII
EXTRA DUTY

Compensation for extra duty shall be in accordance with the extra duty schedules attached in Appendix III of this agreement. Extra duty, not a part of the teacher's normal work day or not covered by contract, shall be considered voluntary.

Extra duty supervision pay will be funded at minimum hourly wage for in-district licensed staff who volunteer and are assigned to supervise high school athletic activities.

A total of \$2,200 will be available each year of this Agreement for this assigned supervisory pay.

ARTICLE XXIX
SUMMER SCHOOL

- A. The District has the right to determine that a summer school program may be offered, including the KITS program.
- B. All summer school positions shall be posted at least ten (10) working days prior to being filled. Summer school teaching positions shall be offered on a strictly volunteer basis to bargaining unit members prior to being offered to non-bargaining unit personnel.
- C. Summer school teachers shall be paid \$30 per hour.
- D. Preparation time for classes shall be provided at a ratio of no less than thirty (30) minutes of prep time within every four (4) hours of class time.
- E.

ARTICLE XXX
ATHLETIC TRAINER

- A. The Bethel School District and the Eugene Education Association agree to include the Athletic Trainer position in the certified bargaining unit under Article I – Recognition of the collective bargaining agreement.
- B. The Athletic Trainer position shall be covered by all articles of the present collective bargaining agreement except:
 - a) Article II Calendar
 - b) Article V Work Schedules
 - c) Article VI Preparation Time
 - d) Article XII Just Cause
- C. The following provisions shall be applicable only to the Athletic Trainer position:
 - 1) CALENDAR and WORK SCHEDULE
The Athletic Trainer's work year shall not exceed 192 days, including five (5) paid holidays. The daily work schedule will vary based on District needs.

2) JUST CAUSE

The Athletic Trainer shall not be reprimanded in writing, suspended, discharged or dismissed without just cause.

3) COMPENSATION

The Athletic Trainer shall be compensated in accordance with the licensed salary schedule, up to and including column E of the licensed schedule.

ARTICLE XXXI
JOB SHARE

Benefits for employees working under a District approved "job-share" arrangement shall be in accordance with provisions agreed to by the District, the Association, and the involved employees. The following minimum guarantees shall be applicable to all job-share arrangements.

1. Job-share participants shall receive one (1) experience step for each job-sharing year at .5 or greater FTE.
2. For layoff purposes, a job-share teacher shall accrue one (1) year of seniority for each year of job-sharing at .5 or greater FTE.
3. A full-time teacher who accepts a job-share assignment shall retain seniority for full-time assignment for a period of up to three (3) years.
4. For teachers new to the District, job-share appointments shall not accrue seniority toward full-time assignments.
5. Insurance benefits shall be prorated based on the employee's assignment as a percent of 1.0 FTE.

ARTICLE XXXII
PUBLIC EMPLOYEE RETIREMENT SYSTEM

The District will pay the six percent (6%) employee contribution to PERS.

ARTICLE XXXIII
EARLY RETIREMENT

- A. A teacher who has completed twelve (12) years of service as an employee of the District and has reached the age of fifty-eight (58), but has not reached the age of sixty-two (62), shall have the option of early retirement. A person who has worked less than full-time during the previous twelve (12) years, will have the stipend and benefits prorated according to the time worked as a percent of 1.0 FTE during their total years of service.

This early retirement program shall provide as follows for teachers hired for school years

prior to the 2016 – 17 school year:

1. Effective July 1, 2015 a monthly stipend of \$200 a month plus \$4.00 a month for each year of service in the Bethel School District beyond twelve (12) years until the employee's 62nd birthday. Effective July 1, 2016, a monthly stipend of \$150 a month plus \$4.00 a month for each year of service in the Bethel School District beyond twelve (12) years until the employee's 62nd birthday. Effective July 1, 2017, a base monthly stipend of \$100 a month plus \$4.00 a month for each year of service in the Bethel School District beyond twelve (12) years until the employee's 62nd birthday.
2. The bargaining unit insurance program (minus LTD) will be continued for the employee until Medicare eligibility by age. The spouse/qualified domestic partner shall be covered if the spouse/qualified domestic partner is currently included on the employee's medical insurance program. The spouse/qualified domestic partner shall be covered until the employee has reached Medicare eligibility by age, or the spouse/qualified domestic partner has reached Medicare eligibility by age, whichever comes first. Should the employee or spouse/ qualified domestic partner become eligible for Medicare by reasons other than age (example: eligibility by disability), the district provided coverage will become secondary to Medicare Part A and B until the employee or spouse/qualified domestic partner reaches the age of Medicare eligibility as described above.

When providing such Medicare secondary coverage the District will utilize any reduced monthly premium dollars toward reimbursement to the employee for the cost of Medicare Part A and B premiums. Any monthly reimbursement to the employee shall not exceed the monthly premium reduction provided by the carrier for secondary to Medicare coverage (Medicare carve-out).

3. The payment of the stipend will begin the month after the employee has retired.
 4. Stipend and insurance payment shall cease and the District's obligation shall terminate on the date an early retiree receives notification of eligibility for unemployment payments from the District (filed with the State Employment Service).
 5. Upon death of the retiree, the spouse will receive the stipend as if the retiree was alive. Insurance for the spouse shall continue until the date at which the employee would have been sixty-five (65) or until the spouse's 65th birthday, whichever would have come first.
- B. In the event that the Federal Government changes the age at which otherwise eligible individuals may retire, the early retirement program shall be subject to re-negotiation.
- C. Early retirement benefits shall be available to employees with thirty (30) years of PERS membership; however, the amount received by any person who might be allowed to retire at an earlier age shall not be greater than that which would have been received had the individual retired at fifty-eight (58).
- D. Early retirement conditions:
1. The aggregate increased cost of a retiree's program (stipend plus insurance) shall not exceed five percent (5%) in anyone year. Should this occur, the retiree shall pay the excess insurance costs.

2. If the age of Medicare eligibility is beyond age 65, the amount received shall not be greater than that which would have been received had the Medicare eligibility age remained 65. A one-time election shall be made by the retiree as to whether the retiree uses age 65 or Medicare eligibility age with the exception that should the law *governing* Medicare change, the employee may elect again.
- E. Members hired for the 2016 – 17 school year and beyond shall be eligible for the following early retirement program:
1. For members who retire under the conditions set forth in Section “A” above the bargaining unit insurance program (minus LTD) will be continued for the employee only until Medicare eligibility by age.
 2. The District will contribute up to two and one half percent matching funds, expressed as a percentage of gross salary, to the TSA contribution reflected in Article XXVII (B). For employees hired for the 2016 - 17 school year and beyond the District shall contribute two and one-half percent (2.5%) of gross salary toward the purchase of a TSA for each employee who authorizes a payroll deduction of at least one percent (1%) toward TSA purchase.
 3. All other terms and conditions of early retirement as stated above in sections B, C, and D (2) shall be applicable to early retirement benefits under this section.

ARTICLE XXXIV
ASSOCIATION DUES and PAYROLL DEDUCTIONS

- A. Prior to September 1 of each school year, and then for any employee who becomes a member of the Association after the start of the school year, the Association shall notify the District with written verification and authorization from bargaining unit members who have elected to have dues deducted from their paychecks and shall identify the dues to be deducted from each member. The District shall hold any information provided by the Association in confidence and will not be provided without prior consent from the Association. The Association shall also notify the District when a bargaining unit member elects to no longer have dues deducted. The District shall enact dues deduction changes on the pay period following a notification.
- B. Dues deductions shall be made monthly in an amount equal to one-twelfth (1/12) of annual dues, commencing with the month of September and continuing through the June pay period. Deductions for employees who join the Association after the beginning of the school year shall be prorated on a twelve-month proration schedule. The same process shall be used for the deduction of Association dues.
- C. The District agrees to deduct from the salaries of its regular recognized members, authorized and/or verified by the member, NEA/OEA/EEA dues, including voluntary

Association contributions.

- D. Within ten (10) days after payroll is processed and employees are paid, the District shall send the Association an electronic register of the NEA/OEA/EEA dues, including voluntary Association contributions, deducted from each member's paycheck.
- E. Within ten (10) days after payroll is processed and employees are paid, the District shall send to OEA, in a single payment, the combined NEA and OEA dues, including voluntary Association contributions, deducted for the month.
- F. EEA dues and Local PAC payments will be deducted and paid separately from OEA/NEA dues and shall be remitted to the EEA Treasurer.
- G. Four times per year, the District shall provide to the OEA Membership Specialist an electronic list of each employee in the bargaining unit (both active members and non-members) that includes last 4 numbers of SSN, legal name, FTE, and annual salary and personal contact information as defined in PECBA. The District may request reimbursement from the Association for any costs associated with creating this report. Whenever a new employee is hired into the bargaining unit, the District shall provide the above information within ten (10) days of hire.
- H. The District shall promptly notify the OEA Membership Specialist whenever an employee in the bargaining unit is placed on an unpaid leave of absence, retires, is laid off, resigns, or changes their name.
- I. The District shall not be liable to any bargaining unit member for damages resulting from the unauthorized deduction and the Association shall indemnify the employer for the amount of any unauthorized deduction resulting from relying on the Association's list of authorized deductions. If the District fails to make deductions and payments in accordance with the list, the District is liable to the Association, without recourse against the bargaining unit member who authorized the deduction, for the full amount that the District failed to deduct. Any disputes over the existence, validity, or revocation of a deduction authorization shall be resolved through an unfair labor practice proceeding.

ARTICLE XXXV

ASSOCIATION COMMUNICATIONS (USE OF DISTRICT FACILITIES)

A. MAIL FACILITIES

The Association may use teacher mailboxes and interschool mail facilities for the distribution of Association communications so long as such communications are labeled as Association materials and contain the name of the authorizing Association official and are not libelous to the District. The Association will hold the District harmless from litigation resulting from any illegal use of District mail facilities. Legal defense in any such litigation shall be provided by the Association. The District will cooperate with the Association in any

such defense.

B. BULLETIN BOARDS

The Association shall have in each school building the exclusive use of a bulletin board in each faculty lounge, such bulletin board to be provided by the Association.

C. USE OF SCHOOL BUILDINGS

The Association and its representatives shall have the right to be present in school buildings, providing there is no interference with the normal school program or activities. The Association may use school rooms and other meeting rooms for Association meetings after regular building hours. Use of meeting rooms shall be cleared through the building principal.

D. USE OF SCHOOL EQUIPMENT

The Association shall have the right to use school facilities and equipment such as typewriters, duplicating equipment, calculating machines, and audiovisual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use and for repairs necessitated as a result thereof. Requests for use of such equipment and supplies must be approved by the building principal.

E. FACULTY MEETINGS

Upon request, the Association shall be allowed to speak briefly at any regular scheduled faculty meeting. The Association shall have the opportunity to suggest items for the agenda.

F. INFORMATION

Upon request, the District agrees to furnish to the Association all public information necessary for its functioning as exclusive bargaining representative. For such information, provided that it is not readily available, the Association agrees to pay the reasonable cost for the development of such information.

ARTICLE XXXVI
DISTRICT FUNCTIONS

- A. This Agreement is not intended to alter the existing relationship between the District and the Association except as specifically provided herein; the District retains all rights, powers and authorities except as clearly and expressly nullified by the terms of this Agreement.

ARTICLE XXXVII
STRIKES and LOCKOUTS

- A. The Association and its members will not initiate, cause, or participate or join in any strike, work stoppage, slowdown, unlawful picketing or other restriction of work during the term of this Agreement.
- B. There will be no lockout of employees in the unit by the District as a consequence of any dispute arising during the period of this Agreement.

ARTICLE XXXVIII
STATUS OF AGREEMENT

- A. This contract constitutes the full agreement between the parties and shall modify, or replace any policies, rules, regulations, procedures, or practices of the District which are contrary to its terms.
- B. The Board agrees that it will not, during the term of this Agreement, officially adopt or implement any condition of employment contrary to this Agreement.
- C. Individual contracts shall be subject to the terms of this Agreement.
- D. If any provision of this Agreement is held to be invalid by operation of law or by any tribunal or 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.
- E. There shall be two (2) signed copies of the final Agreement for the purpose of records. One (1) shall be retained by the District and one (1) by the Association.

ARTICLE XXXIX
TERM OF AGREEMENT

- A. This Agreement shall be effective upon being signed by both parties, shall be binding on both parties, and shall remain in full force and effect through June 30, 2022. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. 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.
- C. Either party wishing to initiate the negotiation of a successor Agreement shall notify the other party in writing not later than February 1, 2022. The parties agree to commence such negotiations no later than March 15, 2022. Such notification shall reference all articles the party wishes to modify.

ARTICLE XL
FUNDING

- A. The parties recognize that the District must have financial resources necessary to fund the provisions of this Agreement.
- B. This Agreement, therefore, is entered into contingent upon financial resources sufficient to fund the Agreement. In the event such resources are not available, then all economic provisions of this Agreement shall be subject to renegotiation between the parties, upon written request for renegotiation being made by the District to the Association.

ARTICLE XLI
SCHOOL IMPROVEMENT

The Association shall be provided an opportunity for input prior to official Board consideration on any District proposal deemed necessary to comply with educational reform legislation.

The impact, if any, of such proposals on mandatory bargaining items shall be subject to negotiations in accordance with public sector bargaining statutes.

ARTICLE XLII
JOINT COMMITTEES

District committees may be formed jointly by the Association and the District for the purpose of problem solving. Both the Association and the District are encouraged to use a variety of solutions. Proposed solutions shall be recommended to the appropriate entity for a decision in a timely fashion.

EXECUTION / SIGNATURES

Executed this _____ at Eugene, Oregon, by the undersigned officers by the authority of, and on behalf of, the Bethel Board of Directors and the Eugene Education Association

FOR THE ASSOCIATION

FOR THE DISTRICT

Curt Nordling, Co-Chair, Bethel EEA Bargaining Team
Directors

Debi Farr, Chair, Bethel Board of

Date: _____

Peter Swinford, OEA UniServ Consultant

Date: _____

Amber Jackson, Co-Chair, Bethel EEA Bargaining Team

Date: _____

APPENDIX I

GRIEVANCE PROCEDURE

A. PURPOSE

The purpose of this procedure is to solve grievances at the lowest possible level.

B. DEFINITIONS

1. GRIEVANCE

A dispute over the interpretation or application of the terms of this Agreement.

2. AGGRIEVED PARTY

An “aggrieved party” is the party making the claim.

3. PARTY IN INTEREST

A “party in interest” is the party making the claim and any person in the District who might be required to take action or against whom action might be taken in order to resolve the claim.

4. DAYS

The word “days” refers to a contractual day when the teacher is required to be in attendance.

C. REPRESENTATION and RESPONSIBILITIES

1. REPRESENTATION

Any aggrieved party may be accompanied at all stages of this procedure by a representative of their own choosing. The Association shall have the right to be present at all stages of the procedure.

2. GROUP GRIEVANCE

If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the superintendent directly and the processing of such grievance shall commence at Level Two. The Association may process such a grievance through all appropriate levels of the procedure even though the aggrieved party may not wish to do so.

3. NON-REPRISAL

No reprisals of any kind shall be taken by the Board or any member of the Administration against any participant in the grievance procedure by reason of such participation.

D. **OPERATING LIMITS**

1. **TIME LIMITS**

The number of days indicated at each level should be considered as a maximum. The time limits specified may, however, be extended by mutual agreement.

2. **YEAR END GRIEVANCES**

In the event a grievance is filed at such a time that it cannot be processed through the steps in this procedure by the end of the school term of the aggrieved, the time limits set forth herein may be reduced so that the procedure may be exhausted prior to the end of the school term, or as soon thereafter as is practicable.

3. **MEETINGS AND HEARINGS**

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this procedure. Every effort will be made by all parties to avoid interruption of classroom and/or any other school-sponsored activities.

4. **WRITTEN DECISIONS**

Decisions rendered at Level One which are unsatisfactory to the aggrieved party and all decisions rendered at subsequent levels of the procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to the aggrieved and to the Association.

5. **SEPARATE GRIEVANCE FILE**

All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

6. If the immediate supervisor or principal does not have authority in the matter grieved, the grievance may be initially filed at the lowest supervisory level where such authority exists.

E. **THE PROCEDURE**

1. **LEVEL ONE**

a. The party with a grievance will, within fifteen (15) days of the time the grievant should have reasonably had knowledge of the facts upon which the grievance is based, discuss it with their principal or immediate supervisor with the objective of resolving the matter informally.

b. If the aggrieved party is not satisfied with the informal disposition of their

grievance, they may communicate a written grievance with their principal within ten (10) days of the informal meeting. This communication shall specify the contract clause in dispute and the specific remedy requested. The principal shall make a written decision within five (5) days and attach it to the original grievance. Copies shall be sent to the aggrieved and to the Association within five (5) days of the original written grievance.

2. LEVEL TWO

- a. If the aggrieved party is not satisfied with the disposition of their grievance at Level One or if no written decision has been rendered within the required time, they may within ten (10) days appeal to the superintendent. The appeal shall include a copy of the decision being appealed and the grounds for regarding the decision incorrect.
- b. At their discretion, the superintendent may either review the written record or hold a meeting with the parties in interest within ten (10) days of receipt of the appeal. Written notice of the time and place of any scheduled meeting shall be given not less than five (5) days prior thereto to the aggrieved party and the Association.
- c. Within five (5) days of the meeting or review of the record, the superintendent shall communicate to the aggrieved party and to the Association a written decision that shall include supporting reasons therefore.

3. LEVEL THREE -- ARBITRATION

- a. Within ten (10) days of the decision at Level Two or if no written decision has been rendered within the required time, the aggrieved party may request to the Association that the decision rendered under Level Two may be submitted to arbitration. If the Association so determines, it may submit the contractual grievance to arbitration within five (5) days of receipt of the request from the aggrieved party. The District shall receive written notice of such submission.
- b. When a timely request has been made for arbitration, the parties or their designated representatives shall attempt to select an impartial arbitrator. Failing to do so, they shall within ten (10) school days of the appeal, jointly request the American Arbitration Association to submit a list of seven (7) arbitrators. Within ten (10) school days after the list has been received, the parties or their designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the seventh (7th) and remaining person shall act as the arbitrator. The striking shall be completed within twelve (12) school days following receipt of the list. The conduct of the actual hearing shall be according to AAA rules unless otherwise agreed to by the parties.
- c. The arbitrator shall interpret the Agreement and determine if it has been violated. The arbitrator shall have no power to add to, subtract from, or to modify the terms of this Agreement. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions in the

issues submitted. Their decision shall be submitted to the Board and to the Association and shall within the scope of their authority be final and binding on both parties.

- d. Costs of arbitration, other than the costs incurred by each party in presenting its case, shall be borne equally by the parties.
- e. No issue whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place following the execution date of this Agreement, and no arbitration determination or award shall be made by the arbitrator which grants any right or relief for any period of time whatsoever prior to the execution of this Agreement.
- f. It is specifically and expressly understood and agreed that taking a grievance appeal to arbitration constitutes an election of remedies and a waiver of any and all rights by the appealing party, the labor organization, and all persons it represents to litigate or otherwise contest the appeal subject matter in any court or other available forum. Likewise, litigation or other contest of the subject matter of the grievance in any court or other available forum shall constitute an agreed waiver of arbitration.

APPENDIX II