COLLECTIVE BARGAINING AGREEMENT

between

DAS

THE DEPARTMENT OF ADMINISTRATIVE SERVICES

on behalf of

OREGON DEPARTMENT OF EDUCATION

and

STEA

MID-VALLEY BARGAINING COUNCIL AND STATE TEACHER EDUCATION ASSOCIATION

2019 - 2021

STEA

TABLE OF CONTENTS

ARTICLE 1 - RECOGNITION AND STATUS OF AGREEMENT 3
ARTICLE 2 - MANAGEMENT RIGHTS 5
ARTICLE 3 - ASSOCIATION RIGHTS AND PRIVILEGES 5
ARTICLE 4 - CONTRACTING OUT 7
ARTICLE 5 - NEGOTIATION PROCEDURES 7
ARTICLE 6 - PERSONNEL RECORDS 8
ARTICLE 7 - RIGHTS OF PROFESSIONAL TEACHERS 9
ARTICLE 8 - POSITION DESCRIPTIONS 11
ARTICLE 9 - EVALUATION PROCEDURES 11
ARTICLE 10 - PLAN OF ASSISTANCE 11
ARTICLE 11 - FILLING OF VACANCIES 12
ARTICLE 12 - REDUCTION IN FORCE 14
ARTICLE 13 - TRIAL SERVICE 16
ARTICLE 14 - GRIEVANCE PROCEDURE 16
ARTICLE 15 - NO STRIKE OR LOCKOUT 19
ARTICLE 16 - WORK YEAR 19
ARTICLE 17 - WORK DAY 21
ARTICLE 18 - IN-SERVICE, EDUCATIONAL TRAINING AND DEVELOPMENT 21
ARTICLE 19 - TUITION REIMBURSEMENT 22
ARTICLE 20 - STUDENT MANAGEMENT 23
ARTICLE 21 - SAFETY AND HEALTH 24
ARTICLE 22 - SICK LEAVE 25
ARTICLE 23 - PAID LEAVES OF ABSENCE 26
ARTICLE 24 - UNPAID LEAVES OF ABSENCE 28
ARTICLE 25 - COMPENSATION 29
ARTICLE 26 - INSURANCE AND FRINGE BENEFITS 30
ARTICLE 27 - PERS 31
ARTICLE 28 - TRAVEL EXPENSES 31
ARTICLE 29 - INCLEMENT CONDITIONS 32
ARTICLE 30 - DONATED LEAVE 32
APPENDIX A-1 Salary Schedule July 1, 2019 33
APPENDIX A-2 Salary Schedule July 1, 2020 34
APPENDIX A-3 Salary Schedule October 1, 2020 35
APPENDIX B…… 36
APPENDIX C -- Official Grievance Form 37
APPENDIX D -- Guidelines for OSD Teacher Evaluation 39
LETTER OF AGREEMENT #1 43
LETTER OF AGREEMENT #2 – ASLPI Subcommittee 44
LETTER OF AGREEMENT #3 – School Psychologist Recruitment and Retention Differential 45
Signature Page…. 46

ARTICLE 1 - RECOGNITION AND STATUS OF AGREEMENT

Section A.

This Agreement is between the Mid-Valley Bargaining Council of the Oregon Education Association on behalf of the State Teachers Education Association, hereinafter referred to as the Council or Association, and the Oregon Department of Administrative Services, hereinafter referred to as the Employer, on behalf of the Oregon Department of Education, hereinafter referred to as the Agency, for the Oregon School for the Deaf.

Section B.

The Employer recognizes the Council as the exclusive bargaining representative of all unclassified teachers at the School for the Deaf, except supervisory, confidential, managerial, substitute, and exempt employees.

Section C.

This Agreement sets forth the basic and full agreement between the parties on those matters pertaining to wages, hours, terms, and other conditions of employment.

Section D.

1. This Agreement takes effect upon final acceptance by both sides and expires on June 30, 2021. This Agreement shall not be opened during the term of this Agreement except by mutual agreement of the parties, by proper use of Article 1, Section F or as otherwise specified in this Agreement.
2. Notwithstanding Section D.1 of this Article, the Employer or the Association may elect to reopen this Agreement by written notice to the other party between the dates of February 1 through February 28, 2021 for the express purpose of negotiating a successor agreement.
3. The Parties agree to a one-hundred and twenty (120) calendar day period of bargaining. At the initiation of either party on or after June 1, 2021, there may be a joint request for mediation. Article 14 (No Strike/No Lockout) of this Agreement shall not apply after exhaustion of the dispute resolution procedures outlined in ORS 243.712 through 243.726.

Section E. Maintenance of Standards.

This Agreement shall not be interpreted or applied to deprive teachers of professional advantages and responsibilities.

1. Professionalism. Teachers shall be treated as professionals: As such, all appropriate Oregon Revised Statutes, rules, rights, and regulations that pertain to licensed teachers shall apply.
2. During the life of this contract all existing conditions of employment in mandatory subjects of bargaining shall be maintained, subject to the following:
    a. In the event that management in its discretion determines that changes (not inconsistent with any other term of this agreement) in said conditions of employment are necessary or appropriate for purposes of program delivery or more efficient services, management shall provide the Association with written notice of the same.
    b. In the event such notice is provided, the Association shall have fifteen (15) days to demand good faith bargaining over said changes.
    c. Both sides shall bargain in good faith over the proposed change for ninety (90) calendar days from the first bargaining meeting. At the option of either

party, the dispute shall be submitted to advisory arbitration provided the arbitrator must agree to render her/his decision within said ninety (90) day period.

d. In the event management makes a final decision on the disputed change which is not agreeable to the Association, the parties shall have all the options available for resolving their dispute provided by law under ORS 243.698 including unilateral implementation and the right to strike (notwithstanding any other provision of the Agreement).

Section F.

If any provision of this Agreement is held to be invalid by operation of Federal or State law, or by any court of record, or by the Employment Relations Board, or if compliance with or enforcement of any provision should be restrained by any such court, the remainder of the agreement shall not be affected thereby and, upon request of either the Oregon Department of Administrative Services or the Association, the parties shall enter into negotiations within a reasonable period of time.

Section G.

In order to facilitate communication between the parties and to promote cooperative employer-employee relations, the Agency and MVBC/STEA agree to form a joint Labor/Management Committee which shall, subject to having an agenda for a meeting, meet at least six (6) times (per calendar year) to discuss matters of mutual concern. However, if there are no agreed upon agenda items, the meeting will be cancelled.

The Committee shall be composed of up to four (4) members appointed by the Association and up to four (4) members appointed by the Agency. Representatives from the Labor Relations Unit, the Association, or other individuals may be invited, who may provide information or act as advisors.

Meeting agendas shall be prepared in advance. Items for inclusion on an agenda shall be provided to all members in advance of the scheduled meeting. The parties shall attempt to compile a mutually agreeable agenda which will include notice of invited guest.

Committee meetings shall be conducted in good faith. The parties shall alternate responsibility for chairing the meetings; the chair shall be responsible for preparation and distribution of meeting minutes. Decision-making shall be by consensus.

The Committee shall have no power to contravene any provision of this Agreement, nor to enter into any Letter of Agreement; negotiate, or to resolve disputes concerning the interpretation or application of any provision of this Agreement. The Committee shall be empowered to make joint recommendations on issues which are brought before it. Such recommendations approved by the Committee shall be presented to the Agency (or other appropriate designee) and the Council for response and/or action. Such recommendations are not binding on the Department of Education or Council, but rather are advisory and are to be considered in good faith by the Agency and the Council. The response shall be in writing and shall be submitted to the Committee and all concerned parties. No discussion or review of any matter by the Committee shall forfeit or affect the time frames of the settlement or dispute procedures (Article 13 - Grievance Procedure).

At the conclusion of each calendar year, the parties shall discuss the Committee concept and shall determine whether to continue, modify or terminate it.

REV: 2019

ARTICLE 2 - MANAGEMENT RIGHTS

Except as specifically modified by the terms of this Agreement, the Department of Administrative Services and the Agency retain all rights of management in the direction of their work force. Rights of management shall include, but not be limited to, the right to:

1. Direct teachers.
2. Hire, promote, transfer, assign and retain teachers.
3. Suspend, discharge or take other proper disciplinary action against teachers.
4. Reassign teachers.
5. Relieve teachers from duty because of lack of work or other reasons.
6. Schedule work.
7. Determine methods, means, and personnel by which operations are to be conducted.

ARTICLE 3 - ASSOCIATION RIGHTS AND PRIVILEGES

Section A.

Upon timely request, the Employer shall make available at no cost to the Association the latest copy of any Association bargaining unit teachers statistical and expenditure reports relative to employment and benefits currently produced by the Employer which do not require manual or machine editing to remove confidential data or non-Association bargaining unit employee data. Such a request must be made in advance of the preparation of the reports. If new and appropriate employee statistical and expenditure reports are produced by the Employer, the Agency and the Association may mutually agree in advance to provide such reports at no cost.

Upon request, the Employer shall make available to the Association at cost any bargaining unit teacher statistical and expenditure data relative to employment and benefits which is possible to produce, although not normally produced, by the Employer. Data that are not normally produced, but possible to produce, include manual or machine editing of existing reports to remove confidential data or data on non-bargaining unit employees or data or reports that require new development.

The Agency shall furnish monthly to the Association a list of new teachers hired into positions represented by the Association. The list shall contain the name, classification, date of employment, transfer if known, and work sites of the new teachers.

Section B.

Teachers covered by the Agreement are at all times entitled to act through an Association representative in taking any action or following any procedure under this Agreement.

Once a teacher files a grievance, the teacher shall not be required to discuss the subject matter of the grievance without the presence of the Association UniServ Consultant if the teacher elects to be represented by the Association.

Section C.

Association UniServ Consultants shall be allowed reasonable contact with teachers on Agency facilities, after appropriate notifications and approval of the on-site supervisor.

Section D.

Agency equipment and facilities may be used for Association activities according to current policies when such facilities are available, and prior approval has been obtained from the responsible manager. Arrangement for such use shall be made directly with the Agency's designated site administrator, and the Association shall designate an Association member responsible for the equipment. The Association shall pay for the actual cost for use of equipment and facilities.

Section E.

The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards. All such posted material shall be clearly identified as originating from the Association.

Section F.

1. Inter-school courier facilities and teacher boxes may be used for distribution of Association communications.
2. Once a month, the Association may use up to a maximum of fifteen (15) minutes after the regularly scheduled staff meeting for the Association to share information.

Section G.

The Agency agrees to deduct Association dues (local, state, national) from the pay check of each teacher member in equal monthly installments.

Section H.

The Agency and the Association agree to fair share, and in accordance with such, it is agreed that each teacher who is a member of the bargaining unit herein defined, but is not a member of the Association, shall pay an in-lieu-of dues amount to the Association. This amount shall be equivalent to the full, regular dues (including STEA, OEA, and NEA) paid by the Association members and deducted from the teacher's paycheck.

In accordance with the intent of ORS 243.666(1), if a teacher certifies to the Association in writing the presence of bona fide religious tenets or teachings in a church or religious body of which such a teacher is a member, the provisions of Article 3, Section G shall not apply. Such teacher shall pay an amount equal to the full, regular dues to the United Way or a charity or charitable organization mutually agreed upon by the teacher and the Association. The teacher shall provide written proof to the Agency and the Association that this has been done.

The Association agrees to hold the Agency harmless against any and all claims, suits, orders, or judgments brought against the Agency as a result of the Agency's compliance with the provisions of this Section.

Section I.

The Agency agrees there shall exist a Building Representative system for teachers covered by this Agreement.

1. The Association shall provide the Agency with a list of the names of authorized Building Representatives and duty locations, and shall update that list as necessary.
2. The Agency agrees that there shall be no reprisal, coercion, intimidation or discrimination against any Building Representative for any authorized activities.
3. The Building Representatives shall be selected by the Association.

ARTICLE 4 - CONTRACTING OUT

Section A.

The Association recognizes that the Agency has the management right, during the term of this Agreement, to decide to contract out work performed by bargaining unit members.*

*(See Appendix E – LOA #1)

Section B.

Should any full-time bargaining unit member become displaced as a result of contracting out, the Agency and the Association shall meet to negotiate the impact on bargaining unit members. The Agency's obligation to discuss the impact of such contracting does not obligate it to secure the agreement of the Association or to exhaust the dispute resolution procedure of ORS 243.712, 243.722 or 243.742, concerning the decision or the impact.

Section C.

If the decision will result in contracting out, the Employer will:

1. Offer the teacher placement in OSD program run by the Agency in an available vacant position for which he/she is qualified, as determined by the Agency, and such placement is not in violation of another collective bargaining Agreement; or
2. Should the contractor be agreeable and need the services of the teacher, place the teacher with the contractor; or
3. The teacher may exercise his/her layoff rights pursuant to Article 12. The teacher must select layoff within five (5) calendar days pursuant to notification.
4. The Agency agrees that it will strongly encourage any public body to which STEA unit jobs may be contracted to give preferential consideration to STEA members submitting job applications including the right to interview.

ARTICLE 5 - NEGOTIATION PROCEDURES

Section A.

The Agency shall grant leave with pay for up to forty (40) hours each for five (5) teachers to represent the Association for actual negotiating time including caucuses. Negotiations shall begin no later than the first working day in February in the year in which bargaining occurs, or other mutually agreeable time. The Agency shall bill the Union for one-half (1/2) of the actual substitute costs when teachers representing the Union are using Agency time for negotiations.

Section B.

Additional paid leave may be granted at management's discretion if negotiations are not concluded by the expiration of this Agreement.

Section C.

It is understood that all tentative agreements at the table are subject to ratification by both parties.

ARTICLE 6 - PERSONNEL RECORDS

Section A.

A teacher shall have the opportunity, upon request, to inspect the contents of his/her official personnel files except for confidential reports from previous employers. If the files are kept at a separate facility, the teacher shall be, as determined the more feasible, either allowed time to go to where the file is kept or an arrangement shall be made to bring the file to the teacher within five (5) working days. Upon a teacher's written request, his/her Association representative may inspect the teacher's personnel file. The teacher and/or his/her Association representative shall receive a copy of items in the personnel file upon request.

Section B.

Information reflecting critically upon a teacher shall not be placed in the teacher's personnel files unless it either bears the signature of the teacher or a certified mail receipt. The following disclaimer shall be attached:

> "Teacher's signature confirms only that the supervisor has discussed and given a copy of the material to the teacher. The teacher's signature does not indicate agreement or disagreement with the contents of this material."

Section C.

If any material reflecting critically on a teacher is proven to be incorrect, it shall be corrected or removed. Teachers shall be entitled to prepare a written explanation or opinion regarding any critical material placed in his/her personnel file. The teacher's explanation or opinion shall be attached to the critical material and shall be included as part of the teacher's personnel record until the critical material is removed.

Section D.

A teacher may include in his/her personnel file relevant material he/she wishes, such as letters of favorable comment, licenses, certificates, college course credits or other material which relates creditably on the teacher.

Section E.

Material reflecting caution, consultation, warning, admonishment and reprimand shall be retained for a maximum of three (3) years, unless related disciplinary actions have been taken and sustained during that period. Earlier removal will be permitted when requested by a teacher and approved by his/her supervisor.

Section F.

Material relating to grievances, or disciplinary action recommended but not taken, or disciplinary actions which have been overturned on appeal shall not be retained in any teacher personnel file.

Section G.

Personnel records (administrative working files), including anecdotal notes pertaining to the supervision and evaluation of employees may be maintained by the supervising administrator at the school site. Teachers will have the right upon request to review the contents of the administrative working file and to obtain a copy of any documents contained therein, or authorize such a request by their representative(s).

ARTICLE 7 - RIGHTS OF PROFESSIONAL TEACHERS

Section A. Discipline.

No member of the bargaining unit shall be disciplined, discharged, reprimanded, reduced in rank or compensation without just cause and due process.

Section B. Complaint Investigation.

1. When the Agency receives a non-criminal complaint against a teacher, the Agency shall fully discuss the complaint with the complainant(s). If, after initial review, a comprehensive investigation is undertaken, the teacher shall be given first opportunity to provide information he/she deems relevant. The Agency will provide the teacher with updates on the status of the non-criminal complaint every ten (10) school days and the disposition of the non-criminal complaint within a reasonable amount of time.
2. If the teacher has reason to believe that such a discussion might adversely affect his/her employment, he/she shall have the right to have a representative of his/her choice present for that discussion. If the parties deem that further interaction with the complainant could result in additional complaints, they shall have the option of removing the complainant from the classroom, or place the teacher on leave with pay status until the determination of the pre-suspension hearing.
3. If the Agency chooses to remove the accused teacher from his/her work assignment during the investigation, the teacher may be assigned other duties without loss of pay.
4. If discipline action is taken, the Agency must comply with the Discipline Section A.
5. A copy of the written report of the results of the Agency investigation shall be provided to the teacher and to any involved party at the teacher's request, except material confidential under either state or federal laws.
6. Disclosures to the teacher of a complaint alleging criminal conduct is not required if there is a reasonable basis to believe the disclosure may jeopardize evidence, provided that disclosure is required promptly after passage of such jeopardy.

Section C. Student Evaluation.

Within the systems and standards adopted by the school, the teacher shall have the authority and responsibility to determine the individual grades and other evaluations of students within his/her classes. No grade or evaluations shall be changed without consultation with the teacher except when such consultation is not practicable because of the absence of one (1) or both parties. If a grade is changed and the teacher disagrees with the changed grade, the teacher can attach a written explanation of his/her reason for the grade he/she assigned to the student.

Section D. Non Discrimination.

1. It is the policy of the Employer, the Agency and the Association to continue their policies of nondiscrimination against any teacher or employee applicant for

employment because of race, color, marital status, religion, sex, national origin, age, mental or physical disability, sexual orientation, political affiliation or Association membership. Grievances alleging unlawful discrimination will be filed under Subsections 3 and 4 of Section D of this Article.

2. Sexual harassment is considered a form of sex discrimination. No teacher shall be subjected to sexual harassment by the Employer, the Agency, Association or Agency employees. Unwelcome sexual advances, requests for sexual favors and other forms of deliberate or repeated unsolicited verbal or physical conduct of a sexual nature constitutes sexual harassment when:
   a. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
   b. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or;
   c. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive environment. The Agency will abide by all applicable statutes.

3.
   a. Grievances alleging any form of discrimination as listed in Subsection D.1 of this Article shall be submitted in writing within thirty (30) calendar days of the date the aggrieved or the Union knows or by reasonable diligence should have known of the alleged grievance. The grievance shall be submitted by personal delivery to the Supervising Teacher or designee unless the Supervising Teacher or designee is involved and then it shall be submitted to the School Director. If the Supervising Teacher, designee or School Director are not available, the grievance shall be submitted to a staff person in the administration office to be date stamped as received and, upon request, a copy of the date stamped grievance will be provided to the Association. Such grievance shall be filed on the Official Statement of Grievance Form (Appendix C). The Supervising Teacher or designee shall respond within fifteen (15) calendar days after receipt of the grievance. Any grievance alleging violation of Subsection D.1 of this Article shall not be arbitrable.
   b. Discrimination grievances may be submitted by the Union or the aggrieved to the Bureau of Labor and Industries or the EEOC for resolution.
   c. If a grievance alleging unlawful discrimination based on Association membership is not satisfactorily resolved, the teacher or the Association may file a complaint with the Employment Relations Board.

Section E.

Teachers shall use materials that are consistent with Agency Program Guidelines and Agency Content Standards. All criticism of materials, etc., will be handled by referral to the Supervising Teacher. Where the Supervising Teacher determines there may be merit to the criticism, the Supervising Teacher will conduct a review of the materials including but not limited to consulting with the involved teacher prior to making a decision.

Section F.

If a manager or supervisor has reason to discipline, scold or correct a teacher's work performance, it shall not be done in front of other employees/students.

ARTICLE 8 - POSITION DESCRIPTIONS

Individual position descriptions shall be reduced to writing and delineate the duties currently assigned to any teacher's position. A dated copy of the position description shall be given to the teacher upon assuming the position and at such time the position description is amended. The individual position description shall be subject to at least an annual review with the teacher, or within ninety (90) days of assuming a new position, and any changes shall be discussed with the teacher. Nothing contained herein shall compromise the right or the responsibility of the Agency to assign work consistent with the classification specification. No changes shall be made to a position description with the specific intent to eliminate the employee's ability to do the job. Changes in the position description shall not be for reprisal or disciplinary reasons.

ARTICLE 9 - EVALUATION PROCEDURES

Section A.

A program of evaluation and assessment of all teachers is hereby established. The purpose of this program is to measure and improve the competence of the teaching staff, thereby improving the quality of education for students, not for discipline. The procedural aspects of the program will be implemented consistent with Appendix D. The program shall contain the following elements:

1. All evaluations will be conducted openly and with full knowledge of the teacher by a TSPC licensed supervisor of the Education Program.
2. Evaluation shall be based upon the duties outlined in the position description.
3. Timelines for evaluation will be established which guarantee teachers in their first through third year of teaching in positions represented under this contract will be evaluated annually. Teachers in their fourth year and beyond of teaching in positions represented under this contract will be evaluated at least every other year.
4. Conducted in accordance with ORS 342.856 (SB 290).

Section B.

The Teacher can attach a written statement to the annual performance evaluation and that statement shall be attached to the evaluation and remain with the evaluation for the duration of the time the evaluation is in the Teacher's in his/her personal file.

ARTICLE 10 - PLAN OF ASSISTANCE

Section A.

Plans of Assistance will only be used for identified teaching deficiencies.

Section B.

Plans of Assistance will be placed in the supervisor's working file.

Section C.

For identified deficiencies, a Plan of Assistance will be mutually developed. The teacher's supervisor will normally develop the plan of assistance; at the discretion of the administration, however, other administrators may be involved in the development and

administration of the plan of assistance as necessary and appropriate. The plan of assistance will be in effect for the period outlined in Subsection D of this Article and will provide time needed for improvement before taking additional action. The Plan shall include specific recommendations for means of improvement and suggestions of available sources of assistance.

Section D.

The Plan of Assistance is a formal process of supervision to focus on improvement needed because of deficient performance as indicated by the most recent observation or evaluation report. A written Plan of Assistance is not a disciplinary document. The timelines for improvement shall not be less seventy-five (75) calendar days, excluding holidays, as defined in Article 16 of this Agreement, winter break, spring break, summer break and Thanksgiving break.

1. A conference between the teacher and his/her supervisor will be conducted to discuss the Plan of Assistance. The Plan shall be in writing and will include:
    a. A description of the deficiency.
    b. The specific correction that is expected to take place.
    c. A plan for correcting the deficiency, criteria which will be used to measure the correction, and a timeline.
    d. The specific assistance to be provided by the Agency.
    e. Schedule of conferences with written progress reports.
    f. The date by which the plan must be completed.
2. For purposes of coaching to improve performance, a teacher may invite a peer evaluator, administrator or other supervisor to participate in any of the scheduled observations and conferences, and provide personal or written feedback for the conference and/or report.
3. Upon completion of the Plan of Assistance, follow-up observations will occur. Unless the Plan has been revised and/or the observation schedule altered, the teacher will, when the specified time for completion is reached, be notified that one (1) of four (4) actions will be taken:
    a. Return to regular evaluation procedure.
    b. The Agency will continue to monitor the teacher in those areas listed as deficient for an additional specified period of time. A Plan of Assistance can be ended at the discretion of the Agency.
    c. Implement a new or revised Plan of Assistance.
    d. Initiate disciplinary action.

ARTICLE 11 - FILLING OF VACANCIES

Section A. Vacancies and Transfers.

Definition of Terms:

a. Vacancy - A position in the Bargaining Unit which has become vacated or one which has been newly created.
b. Voluntary transfer - A request initiated by the teacher for a change in assignment to another Agency position in the same or in a different location.
c. Involuntary transfer - An administratively initiated change in assignment to another Agency position in the same or into a different location.
d. "Seniority," for the purpose of vacancies and transfer shall mean length of service measured from the initial employment in the classification of Institution Teacher represented by the Association. Seniority shall not be

broken by unpaid leaves of absence except as provided for in the Agreement.

e. "Location," for the purpose of vacancies and transfers, shall mean campus.

f. "Qualified," for the purposes of vacancies and transfer shall mean related experience, licensure, and educational experience.

Section B. Posting and Filling of Vacancies.

1. Any bargaining unit vacancy within the Agency which is to be filled shall be first filled by means of voluntary transfer according to Section C of this Article.
2. Vacancy posting will be sent via email to all bargaining unit members.
3. No such vacancy shall be filled for at least seven (7) calendar days following the emailing of the vacancy.
4. Administrative or supervisory position vacancies shall be posted in the same manner as vacancies in the teacher bargaining unit.
5. When a mid-year vacancy occurs, the Agency may assign a temporary teacher for the remainder of the work year. All vacancies for the succeeding work year will be posted prior to the end of the applicable work year. Bargaining Unit members will be given the opportunity to apply for voluntary transfer to the vacant positions as provided in Section C below for the succeeding work year.
6. During periods when the majority of bargaining unit members are not on duty, specifically during periods in excess of two (2) weeks or breaks in excess of two (2) weeks, the Agency will ensure that vacancy notices are sent in a timely manner to each bargaining unit member who has identified himself/herself in writing to Human Resources as desiring to receive vacancy notices. The bargaining unit member may request the vacancy notices be sent 1) via the U.S. Postal Service to the home address of the member or 2) by e-mail to the e-mail address provided in the written request to Human Resources.

Section C. Voluntary Transfers.

1. Teachers who wish to apply for voluntary transfer to a posted vacancy for which they are qualified and licensed shall make a written request to the Director and Human Resources not later than the seventh (7th) calendar day following the posting of such vacancy.
2. Teachers with specific interests in possible vacancies which may occur should notify the Director and Human Resources of their interest. Should such a vacancy occur, such teachers shall be contacted and notified of the vacancy. Teachers notified shall contact the Director and Human Resources within five (5) working days of receiving such notice to indicate their interest in said position.
3. The Director and Human Resources may deny a voluntary transfer to an employee on a plan of assistance provided issues on that plan are related to the new position.
4. If the request is denied, the Director or Human Resources shall provide the teacher with a written statement of the reasons for the denial.
5. If there is more than one (1) request, preference in assignment or transfer will be given to the applicant with the most seniority.

Section D. Involuntary Transfers.

1. When a teacher is involuntarily transferred, he/she will have the opportunity to make known to the appropriate administrator his/her wishes regarding a new assignment.

2. Notice of an involuntary transfer will be given to the teacher no later than August 10. If changes happen after this date and before the contract year, during in service, or if during the school year the teacher is involuntarily transferred, the teacher may use up to two (2) school days to prepare for the new assignment.
3. When an involuntary transfer or reassignment is necessary, and when two (2) candidates are equally qualified for the position to which one will be transferred, the teacher with the least seniority will be transferred.
4. An involuntary transfer will be made only after a meeting between the teacher and the Director or designee, at which time he/she will be given reasons for the transfer. The teacher will be permitted to visit the new assignment prior to transfer.
5. Teachers being involuntarily transferred will be informed of vacancies known at the time the transfer decision is being made which the Agency intends to fill. The teacher will be able to indicate a preference of assignment and, if the teacher is qualified, shall be placed in the preferred vacant position.
6. When it becomes necessary for a teacher to transfer because of changes in enrollment or programs, the Agency will give the transferred teacher priority over new hires in filling any vacancy for which the teacher is qualified.
7. An involuntary transfer shall not be made for the purpose of discipline.

Section E. Other Provisions.

1. Transfer may not be used as a means of discipline.
2. If the agency changes a teacher's assignment and that change requires the teacher to use special knowledge/skills they don't currently possess, the Employer will determine the need for training if such training is needed, the Agency will provide the training at no cost to the employee.
3. The Agency shall maintain an Affirmative Action plan.

ARTICLE 12 - REDUCTION IN FORCE

Section A. Layoff.

The parties agree on the following job security provisions for teachers in the event of layoffs or reduction in force. When any teacher is laid off, this Section shall apply.

1. Notice.
    a. When considering a reduction in force the Agency shall give notice to the Association that such reduction in force is under consideration and provide the Association with an opportunity to present its respective views.
    b. Before laying off a teacher(s) the Agency shall make every reasonable effort to transfer teachers whose assignments are eliminated to any other vacant position within the bargaining unit for which they are certified or for which they may qualify following a reasonable period of time and training.
    c. The Employer shall notify each teacher to be laid off at least thirty (30) days, whenever possible, before the actual layoff.
    d. A teacher notified of a pending layoff shall select one (1) of the following options and communicate such choice in writing to the Agency within five (5) calendar days from the date the teacher is notified in writing.
        (1) The teacher may displace a teacher in the campuses with the lowest service credits in the same classification for which he/she is licensed.
        (2) The teacher may demote to the lowest service credit position in any classification in the bargaining unit for which he/she is qualified.

(3) The teacher may elect to be laid off. A teacher who elects to be laid off shall be placed on the layoff list.

e. The Agency shall notify the person on layoff of all vacancies the Agency intends to fill.

2. Layoff Order.

a. When current teachers cannot be transferred to other positions for which they are qualified or may be trained for within the bargaining unit, the Agency shall lay off teachers in the inverse order of seniority (least service, first released; longest service, last released) subject to the following: (a) Retained teachers shall be currently licensed for the position available; (b) less than full time teachers shall not displace teachers holding a position with greater full time equivalency.

b. Computation of service credits shall be as follows:

(1) Credit one (1) point for each full month of unbroken service (except as a temporary appointee) within the Agency and classification.

(2) Unpaid leaves of less than six (6) months and educational leaves of up to a year shall be counted in-service credit.

(3) A break in service is a separation or interruption of employment without pay of more than one (1) year, unless the break is due to layoff status.

3. Layoff Benefits. The Agency shall permit the teacher to continue his/her insurance benefits on a self-pay basis as prescribed by Consolidated Omnibus Budget Reconciliation Act (1986) (COBRA).

Section B. Recall.

1. Recall Rights.

a. For a period of twenty-seven (27) months any teacher laid off or choosing to accept a non-teaching position under this Section shall have the right of recall to any teaching position created or vacated for which he/she is qualified and appropriately licensed, and/or eligible for a Restricted license. Continued employment is subject to conditions of the Restricted license.

b. When a teacher is laid off because of being separated from State service per Section A.1.d(3) of this Article, moving expenses will be paid once by the Agency. (In other words, moving expenses will be reimbursed only when that teacher has, in fact, left State service and is called back from the layoff list to a location over fifty (50) miles from the original campus or camp.) Moving expenses will not be paid by the Agency for any other moves associated with displacement, demotion or return from a layoff list.

2. Recall Order. Teachers shall be recalled in inverse order of layoff (last released, first recalled; first released, last recalled) consistent with Section B.1.a.

3. Notice.

a. Notice of an offer of recall shall be by telephone or certified mail to the teacher's mailing address officially registered with the Agency. The teacher shall indicate acceptance of recall within five (5) working days of receiving the offer of recall.

b. Refusal by the teacher to accept an offer of recall to a particular position during the twenty-seven (27) month recall period shall not affect the teacher's rights to be offered recall for subsequent positions.

Section C. Displacement.

Any teacher displaced by another teacher exercising options under Section A.1.d.(1) and (2) may also exercise any option available under Section A.1.d.

ARTICLE 13 - TRIAL SERVICE

Section A.

Each teacher appointed to a position in the bargaining unit by initial appointment or promotion shall, with each appointment, serve a trial service period.

Section B.

The trial service period is recognized as an extension of the selection process and is the time immediately following appointment. Full-time teachers employed by the Agency before or during the 2014-2015 school year shall have a trial service period of nine (9) full teaching months. Teachers who are employed after the end of the 2014-2015 school year shall have trial service period not to exceed twenty-seven (27) full consecutive and full teaching months.

Section C.

Trial service may be extended in instances where a trial service teacher has been on a cumulative leave without pay for fifteen (15) days or more and then only by the number of days the teacher was on such leave.

Section D.

When, in the judgment of the Appointing Authority, performance has been adequate to clearly demonstrate the competence and fitness of the trial service teacher, the Appointing Authority may, at any time, appoint the teacher to regular status.

Section E.

A trial service teacher may be removed from service when, in the judgment of the Appointing Authority, the teacher is unable or unwilling to perform his/her duties satisfactorily or his/her habits and dependability do not merit continuance in the service. Removals under this Article shall be well documented, including coaching if appropriate, but are not subject to the Grievance and Arbitration Procedure.

ARTICLE 14 - GRIEVANCE PROCEDURE

Section A. Definitions.

1. A "grievance" is a claim by a teacher, a group of teachers, or the Association based upon the interpretation, alleged inequitable application, or alleged violation of a term or condition of this Agreement. A claim of inequitable treatment affecting a teacher, a group of teachers, or the Association may be dealt with in accordance with Article 3, Association Rights and Privileges, of this Agreement and Section C, herein.
2. Aggrieved Person - the person or persons or the Association making the claim.
3. Party in Interest - the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

Section B. Rights of Teachers to Representation.

Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a representative selected or approved by the Association. The Association shall have the right to be present and to state its view at all stages of the grievance procedure.

Section C. Grievance Processing.

1. Step 1. Grievances shall be initiated within thirty (30) calendar days of the time the aggrieved or the Association knows or by reasonable diligence should have known of the alleged grievance. Grievances shall be reduced in writing, stating the specific Article(s) alleged to have been violated and clear explanation of the alleged violation sufficient to allow processing of the grievance. Grievances shall be submitted on the form identified as the Official Statement of Grievance Form (Appendix C). Teachers shall informally pursue resolution of the grievance with their immediate supervisor outside the bargaining unit during this time. The aggrieved, with or without the Association representation, shall submit the grievance to his/her immediate excluded educational supervisor. If the on-site supervisor is not the immediate educational supervisor then a grievance shall be submitted to both the educational supervisor and the on-site supervisor. The final decision shall rest with the educational supervisor within the time limits. The supervisor shall respond in writing within fourteen (14) calendar days from the receipt of the grievance, unless the grievance was filed prior to a scheduled vacation period, in this event, an extension may be requested, per Section C.6.
2. Step 2. If the grievance is not settled in Section C.1. (Step 1), the grievance shall be submitted to the Agency Head or designee in writing within fourteen (14) calendar days from the receipt of the supervisor's response. The Agency Head or designee shall respond in writing to the grievance within fourteen (14) calendar days from the receipt of the grievance.
3. Step 3. If the grievance is not resolved at the Agency (Step 2), the Association may file the grievance with the Labor Relations Unit of the Department of Administrative Services within fourteen (14) calendar days after receiving the response from the Agency. The Labor Relations Unit shall respond to the grievance within fourteen (14) calendar days.
4. If the grievance is not satisfactorily resolved in Section C.3. (Step 3), the Association may, except for grievances involving claims of unlawful discrimination, submit the issue to arbitration within fourteen (14) calendar days after receiving the response. However, by mutual agreement the parties may attempt to mediate the dispute. Additional articles will not be added to the grievance past the Labor Relations Unit Level (Step 3).
5. Arbitration.
    a. The parties shall request a list of five (5) arbitrators from the Employment Relations Board and meet within five (5) working days, after the receipt of the list, to select an arbitrator by the method of alternately striking names. The coin toss will determine which side strikes first. Whichever side loses the coin toss will strike first.
    b. Bench Awards.
        (1) If all of the Parties, including the arbitrator, agree, the arbitrator shall, prior to the close of the hearing, render a bench award, stating the reasons for reaching that award.

(2) Such award and reasons therefore must be reduced to writing and mailed to the parties within seven (7) days from the close of the hearing.

c. When a bench decision will not be made, each party may submit a brief written summary of the issues raised at the hearing and arguments supporting its position within a mutually acceptable time period after the hearing. The arbitrator will be required to render an award within fifteen (15) calendar days, and to reduce his award to writing within thirty (30) calendar days after the close of the hearing and shall state the reasons for reaching that award.

d. The parties agree that the decision or award of the arbitrator shall be final and binding on each of the parties and that they will abide thereby. The arbitrator shall have no authority to add to, subtract from, or change any of the terms of this Agreement.

e. The arbitrator's fee and expenses shall be equally shared by the parties.

6. Time Limits.

a. Time limits specified in this procedure must be strictly observed, unless either party requests a specific extension of time, which, if agreed to, must be stipulated in writing and shall become part of the grievance record.

b. If at any step of the grievance procedure the Employer fails to issue a response within the time limits set forth in this Article, the grievance shall automatically advance to the next step of the grievance procedure unless withdrawn and it cannot be resubmitted. Time limits referred to in this Article, as per Section C.6(a), may be waived by mutual agreement in writing.

c. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure within the school calendar (i.e., vacation periods), and if left unresolved until school resumes could result in irreparable harm to a party of interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the interruption.

7. Any time spent by a teacher required to attend meetings during regular working hours with the supervisor, Agency Head or designee or other appropriate persons to investigate the grievance, shall be considered as work time.

8. The parties agree to meet personally or through authorized representatives at reasonable intervals and at reasonable times and places at the request of either party for the purpose of discussing employment relations and problems.

Section D. 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 Agency Head or designee directly and the processing of such grievance shall be commenced at Section C.2 (Step 2). The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

If a grievance arises from action or inaction on the part of a member of the administration at a level above the immediate supervisor, the aggrieved will submit such grievance in writing to the Agency Head or designee directly and the processing of such grievance will be commenced at Section C.2 (Step 2). The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

Section E. Reprisals.

No reprisals of any kind shall be taken by the teacher or any member of the Administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

Section F. 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.

ARTICLE 15 - NO STRIKE OR LOCKOUT

The Association agrees not to participate in or sanction any strike, slowdown, walkout, refusal to report to work or interruptions of work during the term of this Agreement. In the event of an unauthorized work stoppage the Association, upon request of the Employer, shall immediately advise in writing the involved bargaining unit teachers to return to work. The Employer will not lock out teachers as a consequence of a dispute arising during the period of this Agreement.

Pursuant to ORS 243.698, if bargaining takes place during the term of this Agreement over mandatory subjects, the Employer may exercise its right to unilaterally implement and the Association preserves its right to strike.

ARTICLE 16 - WORK YEAR

Section A.

1. The number of paid days in an individual teacher's contract will normally not exceed one hundred and ninety-two (192) days per academic year. Teachers new to the Agency shall work one hundred and ninety-three (193) days; such teachers will report to work one (1) work day before fall in-service for training and orientation. A resource list containing general topics of information and the person who is best suited to provide that information will be available at the orientation. The first two (2) duty days for a teacher hired after the school year begins shall be a non-teaching day for the purpose of training and orientation. The academic year may be extended for teachers, subject to legislatively approved funding and the teacher's agreement, not to exceed two hundred and twenty (220) days provided the following conditions are met or unless otherwise agreed by the parties:
    a. Work year schedules may be individualized to meet specific program needs as identified by a teacher or management. Such individualized schedules (departures from the basic work year calendar) must be mutually agreed upon in writing by the teacher and the Agency prior to implementation. This should be done each year
    b. The teacher receives, at the beginning of the school year, notice that he/she will have an extended school year with the exact number of days specified.
    c. Payment for any work beyond one hundred and ninety-two (192) days shall be on a per diem basis of 1/192nd of annual salary.
2. The Association and any individual teacher shall have the right to submit calendar suggestions to the School Director by March 1 of each year.

3. The School Director shall employ a system for staff input on the calendar procedure which shall be returned to him/her by March 15.
4. Subject to the requirements of OAR 581-022-1620, the school year will normally be composed of one hundred and ninety-two (192) paid days for the teachers as follows:
   a. One hundred and eighty-five (185) classroom and in-service days of which at least twelve (12) days shall be used for in-service, grading or IEP updating.
      (1) Five (5) of the twelve (12) days shall be used for grading, (IEP updates) and non-student contact days as follows: One (1) grading day shall be scheduled to coincide with the twelfth (12th) week of each semester; one (1) IEP update day shall be scheduled at the end of each semester; and one (1) additional non-student contact day will be scheduled at administrative discretion during the school year. No meetings or professional development will be scheduled on grading days, IEP update days, or the one (1) non-student contact day. Of the twelve (12) days, two (2) days may be scheduled during the school year for staff development with topics to be determined by the supervisor. Staff may submit suggestions to the Agency on subjects that could be part of professional development training. These days are subject to the requirements of OAR 581-022-1620.
   b. The administration will provide teachers with a minimum of four (4) consecutive hours of time during the in-service week at the beginning of the year during which no mandatory meetings or trainings will be scheduled.
   c. Seven (7) holidays:
      (1) Labor Day
      (2) Veterans' Day
      (3) Thanksgiving
      (4) Day immediately following Thanksgiving (Friday)
      (5) Martin Luther King, Jr.'s Birthday
      (6) Presidents Day
      (7) Memorial Day
   d. Teachers whose contracts are extended may receive other paid holiday(s) if such holidays fall during their contract extension.
   e. When a holiday specified in this Article falls on Saturday, the preceding Friday shall be recognized as the holiday. When a holiday specified in this Article falls on Sunday, the following Monday shall be recognized as the holiday.
   f. When Veterans Day falls on Tuesday or Wednesday, the holiday will be observed on the preceding Monday. When Veterans Day falls on Thursday, the holiday will be observed on the following Friday. In these instances, teachers will be required to work on the Tuesday, Wednesday, or Thursday and will work on November 11 without additional pay. Teachers will not work and will receive holiday pay for the Monday/Friday (whichever is applicable) designated as Veteran’s Day. This provision shall only be effective upon similar agreements being signed between the Employer and Union for all other represented employees employed at the schools.
   g. With the consent of the immediate supervisor, teachers may choose to attend workshops, conferences, etc. on a non-contract day (including a Saturday), rather than the Statewide in-service day in October. The teacher

will receive pay for the Statewide in-service day, but not additional pay for the non-contract day used.

h. As part of their regular work year and without additional pay, teachers will attend one (1) activity per year that lasts no more than four (4) hours, that involves parents, and that is held outside of the teachers' normal work day.

i. At any time, management may offer additional work days for teachers. Teachers who choose to accept these duties on a voluntary basis will be compensated at the per diem rate.

ARTICLE 17 - WORK DAY

The work day shall consist of eight (8) hours with one-half (1/2) hour of this time for duty free lunch. The work day shall be eight (8) consecutive hours between the hours of 7 a.m. and 5 p.m.

With mutual consent of the teacher and supervisor, an exception to the starting and ending times, and/or number of hours in a day, may be altered, provided the work week does not exceed forty (40) hours.

It is not the intent of either party to modify current provisions or practices with respect to preparation time. Teachers who teach all periods of the school day, thereby foregoing the preparation period, shall be paid, in addition to regular teaching pay, the teacher's hourly rate for teaching during the preparation period.

At the School for the Deaf, teachers will be assigned a minimum of forty-five (45) consecutive minutes of daily preparation time within the student contact day. Teachers who are required by the Agency to give up part or all of the above-described preparation time shall be paid, in addition to regular teaching pay, a pro-rated amount of their hourly rate for the actual time spent on Agency-directed activities in lieu of the preparation time.

ARTICLE 18 - IN-SERVICE, EDUCATIONAL TRAINING AND DEVELOPMENT

Section A.

New teachers shall be provided orientation to the Agency and to their specific job functions within thirty (30) days of employment.

Section B.

Teachers who are directed to attend courses, whether during working hours or not, shall have all cost and travel allowances paid by the Agency. It is recognized that training cannot always be conducted at times convenient to all teachers involved. If a teacher is directed to attend a class or seminar beyond the teacher's regular daily work hours or work week, the teacher will receive his or her per diem pay for the actual time spent at the class or seminar. The scheduling of training sessions conducted by the Agency shall consider the personal circumstances of the teacher to be involved as far as is practicable and will provide affected teachers with five (5) working days advance notice of training if the training will be outside the teacher's normal working hours. Teachers will be provided professional training for which the Agency is budgeted. Notice of availability of conferences shall be posted sufficiently in advance to allow teachers to plan and apply for such opportunities.

Subject to operating requirements, teachers may be granted time off without loss of pay or benefits for classes or conferences related to the teacher's current classification or promotional opportunity, for which the Agency may pay tuition, fees and charges.

Where attendance must, due to operating requirements, be limited, such opportunities shall be distributed as equitably as possible among teachers requesting such opportunity.

Section C.

1. Teacher's requesting approval of in-service training days shall submit the request in writing to the immediate supervisor not less than five (5) working days prior to the date of the in-service training activity. Such request shall include the time, location, topic, sponsor, presenter, and relationship of the activity to the teaching assignment. Release of teachers for in-service training will be at the discretion of the supervisor. The supervisor will notify the requesting teacher of approval or disapproval (and the reason(s) for disapproval) in writing within two (2) working days of receipt of the request.
2. Costs shall be borne by the Agency in accordance with Article 28, Travel Expenses.

Section D.

The Agency may allow time off with pay with the approval of the immediate supervisor to visit other schools. If a teacher is denied time for school visitations, he/she will be informed in writing regarding the reason for a denial of the visitation request.

Section E. Developmental Opportunities.

The Agency may provide developmental assignments and job rotation assignments. Teachers in these assignments retain their permanent position classification, remain on the Agency payroll, retain the representation status of their permanent positions while on the assignments, except for assignments in supervisory or confidential positions, and return to their permanent positions on completion of the assignments.

Teachers participating in developmental and job rotation assignments will continue to receive compensation at the rate of their permanent position and shall continue to accrue rights and benefits related to their permanent position.

Section F. Professional Memberships.

Upon request by a teacher, and subject to Agency budgetary constraints and operating requirements, the Agency may pay up to one hundred fifty dollars ($150.00) per year for membership(s) in professional organization(s). Memberships must be related to the teacher's current work assignment.

ARTICLE 19 - TUITION REIMBURSEMENT

Section A.

To increase the quality of teaching, the Agency supports the principle of continuing education for teachers.

Section B.

Teachers wishing to attend credit or non-credit courses which they are not directed to attend, may apply in writing for approval to attend and be reimbursed for their actual tuition cost, exclusive of books and other expenses. Tuition reimbursement shall be conditional upon receipt of prior approval in writing from the Director. The Director shall have the discretion to approve or deny such requests based on budgeting and staffing needs of the Agency and relevance to the subject matter taught by the teacher.

Reimbursement will be made when satisfactory evidence of successful completion is submitted to the Director.

Section C.

The Agency, in conjunction with the Association, shall publish and disseminate materials describing special courses offered in the immediate area for teachers.

Section D.

1. To the extent prior approval to attend such courses or training and be reimbursed therefore is received, days used for professional development shall be considered regular days of employment with full salary and benefits for teachers, if it is during the employee's recognized work day. Accordingly, there will be paid release time to take classes as specified in this Article without any deductions for substitute costs.
2. If the teacher takes approved classes during times outside the work day, work year, or extended work year, then the teacher will not receive any additional salary for that time.

Section E.

The Agency will reimburse teachers for testing fees they incur to obtain specific certifications required by the Agency. To obtain reimbursement teachers must, after obtaining the certification, provide the Agency a copy of the certification and proof of testing fees paid. This Section does not apply to certifications teachers are required to have as a condition of employment either at the time of hire or within a specified period of time pursuant to the terms of hire.

ARTICLE 20 - STUDENT MANAGEMENT

Section A.

The Agency, and members of the Association, via the Labor-Management Committee, shall jointly develop recommendations for a written procedure for handling student discipline. Such procedure shall include:

1. Provision for an individual teacher's in-class expectations, rules, and plans for student management.
2. Provision for a teacher to remove a student from class who is disrupting the educational program and send the student to a location designated by the Supervising Teacher.
3. Provision for the supervisor or his/her designee to communicate with the teacher prior to returning the student to class.
4. When there is actual or threatened harassment or actual or threatened assault upon the person of the teacher and the student is removed from the classroom in order to seek a resolution to the situation, the student shall be returned to the classroom only after a face-to-face conference that includes at least the teacher, the student and the Supervising Teacher or his designee.
5. Provision for removing students from class when the supervisor or licensed professional designee is not available.

Section B.

Printed copies of these specific school procedures shall be distributed to school staff as procedures are revised. Lockdown procedures and the crisis plan will also be

reviewed annually by the Safety Committee and Leadership Team. The school discipline procedure shall be reviewed by the licensed teaching staff annually.

Section C.

IEP information will be made available through Synergy and the Student Records Section of the School no later than the first (1st) day of school for students if available. If the information is not electronically available, teachers may obtain a paper copy of the IEP before students start school if the IEP is available.

Except for unforeseen student 'drop ins' and 'add/drop week', when the Student Records Section of the School receives approval for a student placement, the School will email all staff of the new student and the start date. Prior to students being assigned to a class, the administration shall notify appropriate teachers in writing, and within the limits of state and federal requirements for release of information, concerning students who have severe medical or emotional disorders or are identified as potentially hazardous to themselves or others. If the student is currently in class, the teacher will be notified of any new information reaching the administration.

Section D.

1. If a teacher suffers physical or verbal abuse from a student, the teacher will report the incident to his/her supervisor with a referral form, following the written procedure.
2. The supervisor shall take appropriate action as soon as possible.
3. The teacher shall be notified of the results of the referral of the incident and any discipline imposed by no more than five (5) working days. If the student must be reported to an outside agency because of the incident, the teacher will receive notification of that fact within five (5) working days. The teacher will not be disciplined for reporting the incident.

ARTICLE 21 - SAFETY AND HEALTH

Section A.

The Agency agrees to abide by standards of safety and health in accordance with the Oregon Safe Employment Act (ORS 654.001 to 654.295 and 654.991) and related Administrative Rules.

Section B.

Required equipment, proper safety devices and clothing shall be provided at no cost to the teacher by the Agency for all teachers engaged in work where such devices are required by the Act. Such equipment, where provided, must be used.

Section C.

Teachers may at any time submit written suggestions to their immediate supervisor and safety committee representatives concerning the maintenance of safe and secure working conditions. Upon receipt of such a suggestion an investigation shall be conducted and a mutually agreeable solution shall be reached.

Section D.

If a teacher claims that an assigned job, work area, vehicle or equipment is unsafe, or might endanger his/her health, or that of his/her students, and for that reason refuses to do the job or use the vehicle or equipment, the teacher shall give specific reason(s) in

writing to his/her supervisor. The supervisor shall meet with the affected teacher(s) and a representative(s) of the Association as soon as practicable.

Pending determination, the teacher may be given related work elsewhere. If no related work is available the teacher may be placed on Miscellaneous Paid Leave.

Section E.

If, in the conduct of official duties, a teacher is exposed to serious communicable diseases which would require immunization against or testing, or if required by the Agency, the teacher shall be provided immunization against or testing for such communicable diseases without cost to the teacher and without deduction from accrued sick leave. Where immunization or testing shall prevent or help prevent such disease from occurring, teachers shall be granted accrued sick leave for the time off from work required for immunization or testing.

ARTICLE 22 - SICK LEAVE

Section A. Sick Leave with Pay.

Sick leave with pay for teachers shall be determined in the following manner:

1. Eligibility for sick leave with pay. Teachers shall be eligible for sick leave with pay immediately upon accrual.
2. Full time employees shall accrue seventy-two (72) hours of sick leave per school year at a rate of eight (8) hours per month for September through May. An additional twenty-four (24) hours shall be credited to each employee at the beginning of the school year. New full time employees shall accrue fifty-six (56) hours sick leave upon employment. Additional sick leave shall not accrue until after the fourth month of employment. Part time employees shall accrue sick leave on a pro rata basis. Sick leave not taken shall accumulate and may be used at a future time. The employee's sick leave balance shall be provided monthly and available on request.

Section B. Utilization of Sick Leave with Pay.

Teachers who have accrued sick leave shall be eligible for sick leave for any period of absence from employment during the applicable work year, which is due to the teacher's illness, bodily injury, disability resulting from pregnancy, necessity for medical or dental care, exposure to contagious disease, attendance upon members of the teacher's immediate family (teacher's parent, wife, husband, children, brother, sister, grandmother, grandfather, mother-in-law, father-in-law, daughter-in-law, son-in-law, or other member of the immediate household) where the teacher's presence is required because of illness or death in the immediate family of the teacher or the teacher's spouse. The Agency has the duty to require that the teacher make other arrangements, within a reasonable period of time, for the attendance upon children or other persons in the teacher's care. Certification of an attending physician or practitioner may be required by the Agency to support the teacher's claim for sick leave if the teacher is absent in excess of seven (7) consecutive days, or if the Agency has evidence that the teacher is abusing sick leave privileges. The Agency may also require such certificate from a teacher to determine whether the teacher should be allowed to return to work where the Agency has reason to believe that the teacher's return to work would be a health hazard to either the teacher or to others. In cases of pregnancy, the Agency may require a certificate from the attending physician to determine if the teacher should be allowed to work.

* Definition of a member of the employee's immediate household includes where the person lives in the employee's home and whether the person is a legal dependent or the employee has legal custody of the person.

Section C. Sick Leave Without Pay.

After earned sick leave has been exhausted, the Agency shall grant sick leave without pay for any job-incurred injury or illness for a period which shall terminate upon demand by the teacher for reinstatement accompanied by a certificate issued by the duly licensed attending physician that the teacher is physically and/or mentally able to perform the duties of the position. After earned sick leave has been exhausted, the Agency may grant sick leave without pay for any non-job-incurred injury or illness to any teacher upon request for a period up to one (1) year. Extensions of sick leave without pay for a non-job-incurred injury or illness beyond one (1) year must be approved by the Agency and the administrator. The Agency or the administrator may require that the teacher submit a certificate from the attending physician or practitioner in verification of disability resulting from a job-incurred or non-job-incurred injury or illness. Any cost associated with the supplying of a certificate concerning a job-incurred injury or illness that is not covered by Workers' Compensation benefits shall be borne by the Agency. Any cost associated with the supplying of a certificate concerning a non-job-incurred injury or illness shall be borne by the teacher. In the event of a failure or refusal to supply such a certificate, or if the certificate does not clearly show sufficient disability to preclude that teacher from the performance of duties, such sick leave may be canceled and the teacher's service terminated.

Section D. Restoration of Sick Leave Credit.

Teachers who have been separated from the State service and return to a position (except as temporary teachers) within two (2) years shall have unused sick leave credits accrued during previous employment restored.

Section E.

A teacher shall have all of his/her accrued sick leave credits transferred when the teacher is transferred to a different State agency.

Section F. Workers' Compensation Payment.

Salary paid for a period of sick leave resulting from a condition incurred on the job and also covered by Workers' Compensation, shall be equal to the difference between the Workers' Compensation for lost time and the teacher's regular salary rate. The teacher may elect to use or not use sick leave.

If the teacher elects to use sick leave, prorated charges will be made against accrued sick leave.

ARTICLE 23 - PAID LEAVES OF ABSENCE

In addition to all other types of leave, teachers shall be entitled to the following leaves of absence with full pay and benefits:

Section A. Types of Leave.

1.

a. Personal Leave Days. After the completion of six (6) months of service with the Agency, regular, permanent, full-time teachers shall be entitled to twenty-four (24) hours of personal leave with pay each fiscal year. Part-time

teachers shall be granted such leave in a prorated amount of twenty-four (24) hours based on the same percentage or fraction of month they are hired to work provided if it is anticipated that they will work one thousand forty (1,040) hours for the fiscal year. Should a part-time teacher fail to work one thousand forty (1,040) hours for the fiscal year, the value of personal leave time used may be recovered from the teacher. Personal leave shall not be cumulative from year to year. A teacher may use such leave for any purpose he/she desires, and may be taken at times mutually agreeable to the Agency and the teacher. One (1) day of personal leave may be used as an emergency day, limited to situations that require immediate attention by the teacher during a work day. Immediate notice by face to face meeting, phone or text must be given to a supervisor, or the supervisor's designee, before the teacher may leave the campus or worksite. Teachers will be compensated for unused personal leave days at the end of the school year at a rate of one hundred dollars ($100) per unused eight (8) hour-day. Compensation for unused personal leave of less than eight (8) hours shall be on a pro-rata basis, for one (1) hour increments. Unused increments of less than one (1) hour will not be compensable.

b. Military Leave. A teacher who has served with the State of Oregon or its counties, municipalities or other political subdivisions for six (6) months or more immediately preceding an application for military leave, and who is a member of the National Guard or of any reserve components of the armed forces of the United States is entitled to a leave of absence with pay for a period not exceeding fifteen (15) calendar days or eleven (11) workdays in any training year. If the training time for which the teacher is called to active duty is no longer than fifteen (15) calendar days, the teacher may be paid for the first fifteen (15) days only if such time is served for the purpose of discharging an obligation of annual active duty for training in the military reserve or National Guard.

c. Pre-retirement Counseling.

(1) Teachers shall be entitled to take up to three and one-half (3 ½) days of pre-retirement counseling leave during their period of employment with the Agency. Pre-retirement counseling leave shall be taken within ten (10) years of the teacher's compulsory retirement date or within five (5) years of the teacher's chosen retirement date, to pursue bona fide pre-retirement counseling programs. This leave may be used to investigate and assemble the teacher's retirement program, including PERS, Social Security, insurance and other sources of retirement income.

(2) Teachers shall request the use of leave provided in this Article at least five (5) days prior to the intended date of use. Authorization for the use of pre-retirement counseling leave shall not be withheld unless the Agency determines that the use of such leave shall handicap the efficiency of the teacher's work unit.

(3) When the dates requested for pre-retirement counseling leave cannot be granted for the above reason, the Agency shall offer the teacher a choice from three (3) other sets of dates. The leave herein discussed may be used to investigate and assemble the teacher's retirement program, including PERS, Social Security, Insurance and other retirement income.

2. Jury Duty. Service on a jury will be considered time worked.
3. Floating Day.
   a. Teachers will be eligible to use up to eight (8) hours of paid leave time for the sole purpose of paid time off when there are hazardous road conditions resulting from adverse weather (such as ice, snow or weather-caused flooding) that preclude or delay the teacher from reporting to work. Nothing precludes the Agency from verifying that inclement conditions exist.
   b. This leave time is neither compensable upon separation from employment nor cumulative year to year.
   c. The teacher must contact his/her immediate supervisor in the manner established by the Agency at least one (1) hour before the scheduled work day or delay in reporting to work.
   d. Under no circumstances will a teacher be paid twice for the same hours.

ARTICLE 24 - UNPAID LEAVES OF ABSENCE

Section A. Additional Leaves Without Pay.

1. A permanent teacher may be granted a leave of absence without pay, for educational travel, or educational leave without pay for up to one (1) year (an extension may be granted). Any authorized leave of absence without pay does not constitute separation from State service. A teacher who is granted leave during their applicable work year shall have that year counted as a full year of experience on the salary schedule if the teacher has taught at least one half (1/2) of the work year.
2. A permanent teacher shall be granted leave of absence for involuntary military service, Peace Corps, ACTION, or VISTA Service. A permanent teacher shall be granted leave of absence for advanced study for the purpose of completing not less than forty-five (45) quarter hours of collegiate work. These teachers shall be returned at the step on the prevailing salary schedule that they would have attained had they not taken leave.
3. The Agency may grant leaves to teachers for the purpose of attending professional development workshops sponsored by the Association or an Association affiliate.

Section B.

Teachers on a leave of absence without pay of less than fifteen (15) calendar days shall continue to accrue and receive all benefits and protections under this Agreement. During such leaves which exceed fifteen (15) days in duration, the teacher shall not continue to accrue any benefits. Arrangements may be made with the Agency to defer upon the teacher the cost of group insurance benefits for the duration of such leaves. Such leaves shall be considered to be a break in service.

Section C. Military Leave Without Pay.

Leaves of absence without pay shall be granted all regular teachers who enter the military service of the United States. Such teachers shall be returned to State service in compliance with the Veteran's Reemployment Rights Law, Title 38, U.S.C. Chapter 43.

Section D. Peace Corps Leave Without Pay.

Upon completion of his/her service in the Peace Corps, a regular teacher shall have the right to return to a position in the same classification as his/her last held position

and return at the step on the prevailing salary schedule that they would have attained had they not taken leave, without loss of seniority or other teacher rights.

Section E. Court Appearance Leave Without Pay.

A teacher may request and shall be granted leave without pay for the time required to make an appearance as a plaintiff or defendant in a civil or criminal court proceeding that is not connected with the teacher's officially assigned duties.

ARTICLE 25 - COMPENSATION

Section A.

1. Effective July 1, 2019, Compensation Plan salary rates shall be increased by two and fifteen hundredth percent (2.15%), to be paid August 1, 2019. Effective October 1, 2020, Compensation Plan salary rates shall be increased by three percent (3%), to be paid November 1, 2020.

   Effective July 1, 2020, an additional step shall be added to all salary ranges. Employees who are at the top step of their salary range on the effective date shall have their former salary eligibility date restored for future increases. However, this does not apply to anyone red-circled above the new top step.
2. Special Education Differential.

   All employees shall receive a Special Education differential of five percent (5%) above their base rate of pay.
3. Teachers shall be awarded full credit for teaching experience in a public school or state-operated or state-supported education program to a maximum of fifteen (15) years. Any portion of a public school year beyond one hundred and forty (140) contract days shall be considered one (1) year of teaching experience.
4. From date of implementation of this contract, movement on the salary schedule, horizontally and vertically, shall be in accordance with experience and training as of the beginning of each applicable work year. Teachers not at the top of the salary schedule shall be eligible for a salary increase at the beginning of each applicable work year. Teachers shall be responsible for providing the necessary documentation by September 15 for consideration for salary adjustments due to additional education/training experience received.
5. Teachers shall be paid no less than the minimum rate of pay for their classification upon appointment to a position in State service. An entrance salary rate may exceed the minimum rate when the Appointing Authority believes it is in the best interest of the State to do so.

Section B.

Lead work differential shall be defined as a differential for teachers who have been formally assigned by their supervisor, in writing, "lead work" duties over five (5) other teachers for fifteen (15) consecutive calendar days or longer. Lead work is where, on a recurring daily basis, the teacher has been directed to perform substantially all of the following functions: orient new teachers, if appropriate; assign and reassign tasks to accomplish prescribed work efficiently; give direction to workers concerning work procedures; transmit established standards of performance to workers; review work of teachers for conformance of standards.

The differential shall be five percent (5%) beginning from the first day the duties were formally assigned in writing for the full period of the assignment.

Section C.

Once each year and no later than August 1, each teacher shall have the opportunity to designate that he/she shall be paid in nine (9), ten (10), or twelve (12) regular monthly amounts.

Section D.

Teachers shall be paid not later than the first day of the month, when a payday occurs on Monday through Friday, payroll checks shall be released to teachers that day. When payday falls on a Saturday, Sunday or Holiday, teacher's paychecks shall be made available after 1:00 p.m. on the last working day of the month. When a teacher is not scheduled to work on the payday, the paycheck may be released prior to payday if the paycheck is available and the teacher has completed the "Request for Release of Payroll Check" Form AD20. However, the teacher may not cash or deposit the check prior to the normal release time. Any violation of this provision may be cause for disciplinary action. All checks released early under this Article shall be accompanied by written notice from the Employer as to the normal release time and date for that teacher and a statement that early cashing or depositing of the check may be cause for disciplinary action. However, this shall not apply to appropriate 10th of month payroll. The release day for December paychecks dated January 1 shall be the first working day in January to avoid the risk of December's paychecks being included in the prior year's earnings for tax purposes.

During any month a teacher is not at the campus, checks shall be mailed on the regular pay date to the designated address of the teacher.

Section E.

Upon appropriate written request from the teacher, the State shall deduct from the salary of any teacher and make appropriate remittance for the following approved deductions:

a. STEA/OEA/NEA
b. Savings Bonds
c. Charitable Fund Drive
d. Approved Insurance Programs
e. Credit Union
f. Tax Sheltered Annuity
g. OEA Foundation

Section F.

1. Extra Duty Pay shall be in accordance with Appendix B.
   a. Extra Duties shall be those school related activities authorized in writing which extend beyond the normal school day.
   b. For athletic team activities, the annual pay shall be prorated on a monthly basis during the seasonal period. For all other activities payment shall be made in monthly increments.

REV: 2017,2019

ARTICLE 26 - INSURANCE AND FRINGE BENEFITS

Section A.

An Employer contribution will be made for each eligible employee who has at least eighty (80) paid regular hours in the month or as required by law. Teachers completing their applicable work year shall receive twelve (12) months insurance coverage.

Section B.

For Plan Years 2018 and 2019 the Employer will pay ninety-five percent (95%) and the employee will pay five percent (5%) of the monthly premium rate as determined by PEBB. For employees who enroll in a medical plan that is at least ten percent (10%) lower in cost than the monthly premium rate for the highest cost plan available to the majority employees, the Employer shall pay ninety-nine percent (99%) of the monthly premium for PEBB health, vision, dental and basic life insurance benefits and the employee shall pay one percent (1%).

Section C.

A teacher may purchase additional insurance if available to this bargaining unit and so permitted by PEBB.

REV: 2017

ARTICLE 27 - PERS

Section A. Public Employees Retirement System ("PERS") Members.

For purposes of this Article, PERS participating member is an employee who has established membership in PERS (Tier 1, Tier 2, or OPSRP) and who is presently employed in a qualifying position.

Section B. PERS Participating Member Contributions.

Effective February 1, 2019, Compensation Plan salary rates for PERS participating members were increased by six and ninety-five one-hundredths percent (6.95%) and the Stated ceased "picking up" the six percent (6%) employee contribution to their PERS account or Individual Account Program ("IAP") account, as applicable, on behalf of such member, pursuant to a reduction of the member's compensation under ORS 238A.335(2)(a) and OAR 459-009-0200(3). No PERS participating member will have an option to receive any part of that six percent (6%) contribution directly, as cash or otherwise. The intent of the Parties is for the employee contributions described under this Section to qualify for treatment as Employer contributions under Section 414(H)(2) of the Internal Revenue Code and to be included in members' salary and defined by ORS 238.005(26) and ORS 238A.005(17).

Section C.

The Parties acknowledge that various challenges have been filed that contest the lawfulness, including the constitutionality, of various aspects of PERS reform legislation enacted by the 2003 Legislative Assembly, including Chapters 67 (HB 2003) and 68 (HB 2004) of Oregon Laws 2003 ("PERS Litigation"). The Parties acknowledge that challenges have been or may be filed that contest the legislation enacted by the 2019 Legislative Assembly, including SB 1049. Nothing in this Agreement shall constitute a waiver of any party's rights, claims or defenses with respect to the above.

REV: 2019

ARTICLE 28 - TRAVEL EXPENSES

All rates and provisions shall be consistent with the Oregon Department of Administrative Services Accounting Division policy #40.01 00 PO.

ARTICLE 29 - INCLEMENT CONDITIONS

Section A.

When, in the judgment of the Institution, weather conditions require the closing or curtailing of operations after the teacher reports to work, the teacher shall be paid for the remainder of his/her work day.

Section B.

Teachers unable to report due to verified inclement weather conditions may be authorized to use personal leave, leave without pay, or the floating day as provided in Article 23.A.5 (Paid Leaves of Absence) during the period in which the teacher's work is curtailed due to the inclement weather or hazardous conditions.

Section C.

Teachers who arrive for work and are unable to leave because of verified hazardous road conditions resulting from inclement weather or road closures shall be allowed to stay inside a building.

ARTICLE 30 - DONATED LEAVE

Section A.

This Article shall apply for the purpose of allowing bargaining unit members to donate accrued personal leave for use by other eligible bargaining unit members as sick leave. The Agency will allow STEA-represented employees to make donations of accrued personal leave, not to exceed the hours necessary to cover for the qualifying absence as provided in this Article, to a co-worker in the STEA bargaining unit. Donated personal leave shall retain its status as not cumulative from year to year.

Section B.

For purposes of this Agreement, donated leave donations will be administered under the following stipulations and terms of this Agreement and shall be strictly enforced with no exceptions:

1. The recipient and donor must be regular status employees of the Agency and members of the STEA bargaining unit.
2. The Employer and the Agency shall not assume any tax liabilities that would otherwise accrue to this employee.
3. Use of donated leave shall be consistent with those provisions found in Article 22 (Sick Leave).
4. Applications for donated leave shall be in writing, sent to the Agency's Human Resources Manager and accompanied by a treating physician's written statement certifying (1) that an illness or injury will continue for at least fifteen (15) days beyond the donee's projected exhaustion of accrued leave and (2) that the total leave period is at least thirty (30) days. Donated leave may be used intermittently.
5. Donations shall be credited at the recipient's current regular hourly rate of pay.
6. Employees receiving workers compensation, PERS retirement benefits, short-term disability insurance benefits, or on parental leave will not be considered eligible to receive donations under this Agreement.

APPENDIX A-1 Salary Schedule July 1, 2019

Step	BA Only	BA + 24 Hrs	BA + 45 Hrs	BA + 69 Hrs	MA Only	Ma + 24 Hrs	Ma + 45 Hrs
1	48,240 4,020 251.25	49,680 4,140 258.75	51,180 4,265 266.56	52,704 4,392 274.50	54,288 4,524 282.75	55,920 4,660 291.25	57,600 4,800 300.00
2	49,680 4,140 258.75	51,180 4,265 266.56	52,704 4,392 274.50	54,288 4,524 282.75	55,920 4,660 291.25	57,600 4,800 300.00	59,328 4,944 309.00
3	51,180 4,265 266.56	52,704 4,392 274.50	54,288 4,524 282.75	55,920 4,660 291.25	57,600 4,800 300.00	59,328 4,944 309.00	61,104 5,092 318.25
4	52,704 4,392 274.50	54,288 4,524 282.75	55,920 4,660 291.25	57,600 4,800 300.00	59,328 4,944 309.00	61,104 5,092 318.25	62,928 5,244 327.75
5	54,288 4,524 282.75	55,920 4,660 291.25	57,600 4,800 300.00	59,328 4,944 309.00	61,104 5,092 318.25	62,928 5,244 327.75	64,824 5,402 337.63
6	55,920 4,660 291.25	57,600 4,800 300.00	59,328 4,944 309.00	61,104 5,092 318.25	62,928 5,244 327.75	64,824 5,402 337.63	66,768 5,564 347.75
7	57,600 4,800 300.00	59,328 4,944 309.00	61,104 5,092 318.25	62,928 5,244 327.75	64,824 5,402 337.63	66,768 5,564 347.75	68,772 5,731 358.19
8	59,328 4,944 309.00	61,104 5,092 318.25	62,928 5,244 327.75	64,824 5,402 337.63	66,768 5,564 347.75	68,772 5,731 358.19	70,836 5,903 368.94
9	61,104 5,092 318.25	62,928 5,244 327.75	64,824 5,402 337.63	66,768 5,564 347.75	68,772 5,731 358.19	70,836 5,903 368.94	72,960 6,080 380.00
10	62,928 5,244 327.75	432,564 36,047 2252.94	30,000 2,500 156.25	68,772 5,731 358.19	70,836 5,903 368.94	72,960 6,080 380.00	75,156 6,263 391.44
11	64,824 5,402 337.63	66,768 5,564 347.75	68,772 5,731 358.19	70,836 5,903 368.94	72,960 6,080 380.00	75,156 6,263 391.44	77,412 6,451 403.19
12	66,768 5,564 347.75	68,772 5,731 358.19	70,836 5,903 368.94	72,960 6,080 380.00	75,156 6,263 391.44	77,412 6,451 403.19	79,728 6,644 415.25
13					77,412 6,451 403.19	79,728 6,644 415.25	82,116 6,843 427.69
14							84,576 7,048 440.50

APPENDIX A-2 Salary Schedule July 1, 2020

Step	BA Only	BA + 24 Hrs	BA + 45 Hrs	BA + 69 Hrs	MA Only	Ma + 24 Hrs	Ma + 45 Hrs
1	48,240 4,020 251.25	49,680 4,140 258.75	51,180 4,265 266.56	52,704 4,392 274.50	54,288 4,524 282.75	55,920 4,660 291.25	57,600 4,800 300.00
2	49,680 4,140 258.75	51,180 4,265 266.56	52,704 4,392 274.50	54,288 4,524 282.75	55,920 4,660 291.25	57,600 4,800 300.00	59,328 4,944 309.00
3	51,180 4,265 266.56	52,704 4,392 274.50	54,288 4,524 282.75	55,920 4,660 291.25	57,600 4,800 300.00	59,328 4,944 309.00	61,104 5,092 318.25
4	52,704 4,392 274.50	54,288 4,524 282.75	55,920 4,660 291.25	57,600 4,800 300.00	59,328 4,944 309.00	61,104 5,092 318.25	62,928 5,244 327.75
5	54,288 4,524 282.75	55,920 4,660 291.25	57,600 4,800 300.00	59,328 4,944 309.00	61,104 5,092 318.25	62,928 5,244 327.75	64,824 5,402 337.63
6	55,920 4,660 291.25	57,600 4,800 300.00	59,328 4,944 309.00	61,104 5,092 318.25	62,928 5,244 327.75	64,824 5,402 337.63	66,768 5,564 347.75
7	57,600 4,800 300.00	59,328 4,944 309.00	61,104 5,092 318.25	62,928 5,244 327.75	64,824 5,402 337.63	66,768 5,564 347.75	68,772 5,731 358.19
8	59,328 4,944 309.00	61,104 5,092 318.25	62,928 5,244 327.75	64,824 5,402 337.63	66,768 5,564 347.75	68,772 5,731 358.19	70,836 5,903 368.94
9	61,104 5,092 318.25	62,928 5,244 327.75	64,824 5,402 337.63	66,768 5,564 347.75	68,772 5,731 358.19	70,836 5,903 368.94	72,960 6,080 380.00
10	62,928 5,244 327.75	432,564 36,047 2252.94	30,000 2,500 156.25	68,772 5,731 358.19	70,836 5,903 368.94	72,960 6,080 380.00	75,156 6,263 391.44
11	64,824 5,402 337.63	66,768 5,564 347.75	68,772 5,731 358.19	70,836 5,903 368.94	72,960 6,080 380.00	75,156 6,263 391.44	77,412 6,451 403.19
12	66,768 5,564 347.75	68,772 5,731 358.19	70,836 5,903 368.94	72,960 6,080 380.00	75,156 6,263 391.44	77,412 6,451 403.19	79,728 6,644 415.25
13	68,772 5731 358.19	70,836 5903 368.94	72,960 6080 380.00	75,156 6263 391.44	77,412 6,451 403.19	79,728 6,644 415.25	82,116 6,843 427.69
14					79,728 6644 415.25	82,116 6843 427.69	84,576 7,048 440.50
15						84,576 7048 440.50	87,108 7,259 453.69

APPENDIX A-3 Salary Schedule October 1, 2020

Step	BA Only	BA + 24 Hrs	BA + 45 Hrs	BA + 69 Hrs	MA Only	Ma + 24 Hrs	Ma + 45 Hrs
1	49,692 4,141 258.81	51,168 4,264 266.50	52,716 4,393 274.56	54,288 4,524 282.75	55,920 4,660 291.25	57,600 4,800 300.00	59,328 4,944 309.00
2	51,168 4,264 266.50	52,716 4,393 274.56	54,288 4,524 282.75	55,920 4,660 291.25	57,600 4,800 300.00	59,328 4,944 309.00	61,104 5,092 318.25
3	52,716 4,393 274.56	54,288 4,524 282.75	55,920 4,660 291.25	57,600 4,800 300.00	59,328 4,944 309.00	61,104 5,092 318.25	62,940 5,245 327.81
4	54,288 4,524 282.75	55,920 4,660 291.25	57,600 4,800 300.00	59,328 4,944 309.00	61,104 5,092 318.25	62,940 5,245 327.81	64,812 5,401 337.56
5	55,920 4,660 291.25	57,600 4,800 300.00	59,328 4,944 309.00	61,104 5,092 318.25	62,940 5,245 327.81	64,812 5,401 337.56	66,768 5,564 347.75
6	57,600 4,800 300.00	59,328 4,944 309.00	61,104 5,092 318.25	62,940 5,245 327.81	64,812 5,401 337.56	66,768 5,564 347.75	68,772 5,731 358.19
7	59,328 4,944 309.00	61,104 5,092 318.25	62,940 5,245 327.81	64,812 5,401 337.56	66,768 5,564 347.75	68,772 5,731 358.19	70,836 5,903 368.94
8	61,104 5,092 318.25	62,940 5,245 327.81	64,812 5,401 337.56	66,768 5,564 347.75	68,772 5,731 358.19	70,836 5,903 368.94	72,960 6,080 380.00
9	62,940 5,245 327.81	64,812 5,401 337.56	66,768 5,564 347.75	68,772 5,731 358.19	70,836 5,903 368.94	72,960 6,080 380.00	75,144 6,262 391.38
10	64,812 5,401 337.56	445,536 37,128 2320.50	30,900 2,575 160.94	70,836 5,903 368.94	72,960 6,080 380.00	75,144 6,262 391.38	77,412 6,451 403.19
11	66,768 5,564 347.75	68,772 5,731 358.19	70,836 5,903 368.94	72,960 6,080 380.00	75,144 6,262 391.38	77,412 6,451 403.19	79,740 6,645 415.31
12	68,772 5,731 358.19	70,836 5,903 368.94	72,960 6,080 380.00	75,144 6,262 391.38	77,412 6,451 403.19	79,740 6,645 415.31	82,116 6,843 427.69
13	70,836 5,903 368.94	72,960 6,080 380.00	75,144 6,262 391.38	77,412 6,451 403.19	79,740 6,645 415.31	82,116 6,843 427.69	84,576 7,048 440.50
14					82,116 6,843 427.69	84,576 7,048 440.50	87,108 7,259 453.69
15						87,108 7,259 453.69	89,724 7,477 467.31

APPENDIX B

1. Extra duties shall be those school related activities authorized in writing by the Employer which extend beyond a normal school day. The purpose of these activities is to meet the immediate needs and interests of students. Each teacher assigned to one (1) of the activities below shall be paid a percentage of the annual salary as identified in Article 25 (Compensation) in the Bachelor degree column step 1 using the following percentages:

OSD Athletic Director	10.00%
M.S. Sports Coordinator	6.69%
Athletic Coach	7.50%
Assistant Athletic Coach	5.28%
All Extracurricular Advisor Positions	5.78%

2. For athletic team activities, the annual pay shall be prorated on a monthly basis during the seasonal period. For all other activities, payment shall be made in monthly increments. If any of the extra duties listed in Section 1 above are disbanded or eliminated, the teacher assigned to the duty will be paid on a prorated basis for the portion of the season completed.

3. Coaches will not be required to drive buses to their respective athletic events except for unforeseen emergencies.

4. Coaches may begin regular coaching duties ten (10) minutes after the last class of the day, except when staff meetings are scheduled. On those days coaches will begin their coaching duties at the end of the staff meetings.

5. Management retains the right to fill or not fill the Extra-duty assignments. When management intends to fill an Extra-duty assignment, they will post the Extra-duty assignment at the end of the school year for the following school year. Represented employees will have the first opportunity to fill an Extra-duty assignment.

6. Subject to Subsection 5 above Extracurricular Advisors include, but are not limited to: All Class Advisors, Student Body Government, Student Council, and Deaf Academic Bowl. Each position may have more than one (1) Advisor. If this occurs, the stipend is split between the Advisors for that activity.

REV: 2019

APPENDIX C -- Official Grievance Form

Grievant:_____ School:_____

Home Address:_____ Home Phone:_____

Immediate Supervisor:_____

Type of Grievance (check one):
_____Contract _____Policy _____Administrative

LEVEL ONE:
A. Grievance Statement (include facts upon which claim is made, contract articles violated, and why informal decision is unacceptable):

_____

_____

_____

_____

_____

Remedy Sought:_____

_____

_____

Grievant Signature:_____Date:_____

B. Date Received by Supervisor:_____

C. Decision by Supervisor:_____

_____

_____

Supervisor Signature_____Date_____

Date Received by Grievant:_____

LEVEL TWO:
A. Appeal to Labor Level (include reasons for appeal):_____

_____

_____

Grievant Signature:_____Date:_____

B: Decision by Agency Head:_____

_____

_____

Agency Head Signature:_____Date:_____

C. Date Received by Grievant and Initials:_____

LEVEL THREE:
A. Appeal to Labor Relations Unit (LRU), Department of Administrative Services (include reasons for appeal):_____

_____

_____

Grievant Signature:_____Date:_____

B. Decision by LRU:_____

_____

_____

_____

Signature of Grievance Supervisor at LRU:_____Date:_____

C. Date Received by Grievant and Initials:_____

LEVEL FOUR:
Arbitration (Mediation may be attempted at this time if mutually agreeable):

APPENDIX D -- Guidelines for OSD Teacher Evaluation

I. The primary purpose of this evaluation is the improvement of instruction at OSD.

II. Schedule of Evaluation Activities for Certified Staff:

(A) An orientation program for all staff for whom the evaluation procedure is new shall be scheduled during in-service prior to the opening of school.

(B) Teachers in 1st-3rd year of teaching at OSD in positions represented by this Agreement and teachers who have had a significant change in their assigned duties will be evaluated annually:

(1) Before September 30, the following shall occur between the teacher and his/her supervisor:

(a) Identify one (1) professional practice goal, one (1) professional responsibilities goal, and two (2) student learning growth goals.

(b) The goal plan shall be a collaborative effort between the teacher and his/her supervisor, using Sections III, IV, V and VI of this appendix as a guide.

(2) Before October 15, the following shall occur between the teacher and his/her supervisor:

(a) Review the teacher's position description and identify teaching goals for formal observation.

(b) The first formal observation of the teacher by his/her supervisor.

(c) A conference to review the observation.

(3) Before February 15, the following shall occur between the teacher and supervisor:

(a) A second formal observation of the teacher by his/her supervisor.

(b) An observation conference shall be held to discuss observation and to review goal plan. The conference shall include positive recommendations for changes in the teacher's original goals as required and constructive feedback regarding performance and progress toward the original goals.

(c) The supervisor will write a mid-year appraisal report.

(3) Before June 7, the following shall occur between the teacher and his/her supervisor:

(a) A third formal observation of the teacher by the supervisor.

(b) An observation conference shall be held to discuss observation and to review the goal plan.

(c) The supervisor shall write a collaborative mid course data review of goals.

(C) Teachers in 4th year and beyond of teaching at OSD in positions represented by this Agreement will be evaluated at least every other year:

(1) Before September 30, the following shall occur between the teacher and his/her supervisor:

(a) Identify one (1) professional practice goal, one (1) professional responsibilities goal, and two (2) student learning growth goals.
(b) The goal plan shall be a collaborative effort between the teacher and his/her supervisor, using Section III, IV, V and VI of this appendix as a guide.

(2) Before November 15, the following shall occur between the teacher and his/her supervisor:
(a) The review of the teacher's position description.
(b) The first formal observation of the teacher by his/her supervisor.
(c) A conference to review the observation and to write a "goal plan." The goal plan will be a collaborative effort between the teacher and his/her supervisor, using the Guidelines for Effective Performance as a guide.
(d) Teacher may request a complete evaluation cycle (same as 1-3 year teachers).

(3) Before February 15, the following shall occur between the teacher and his/her supervisor.
(a) An informal goal plan review shall occur between the teacher and his/her supervisor.
(b) A written report shall not be required. The supervisor shall write a collaborative mid course data review of goals.
(c) At the discretion of the supervisor, he/she may inform the teacher of his/her intention to waive the requirement for the second formal observation.

(4) Before June 7, the following shall occur between the teacher and his/her supervisor.
(a) A second formal observation of the teacher by his/her supervisor, unless notification of this requirement being waived occurred at the mid-year conference.
(b) Conference shall be held to discuss observation, unless notification of this requirement being waived occurred at the mid-year conference, and/or to review the goal plan.
(c) The supervisor shall write a summative review.

III. <u>Observation Guidelines:</u>

(A) A preconference will be held before any formal observation occurs. A formal observation of the teacher shall be scheduled in advance and be conducted for a minimum of thirty (30) minutes. The schedule shall be agreed upon by the teacher and his/her supervisor. However, this does not preclude other informal observations for evaluations.

(1) A teacher shall have the option of asking not to be observed on a particular day.

(2) A teacher may invite a peer evaluator, administrator, or other supervisor to participate in any of the scheduled observations and conferences, and provide personal or written feedback for the conference and/or report.

(3) All formal evaluations and observations will be reviewed with the teacher in a post-evaluation conference at a mutually agreeable

time, generally within five (5) working days of the formal observation. During the conference, the supervisor should review and make comments concerning the observation and include any constructive feedback regarding performance and a progress toward the goals. The teacher may request additional evaluations.

(4) Teachers shall have a right to respond in writing to any evaluation or observation and have the response attached to the evaluation.

IV. Conference/Report Guidelines:

(A) The observation conference should occur within five (5) work days of the formal observation.

(B) During the conference the supervisor should review and make comments concerning the observation, and include any constructive feedback regarding performance and progress toward the teaching performance goals.

(C) The summary report should be completed within five (5) work days of the observation conference. The teacher is encouraged to add written comments to the appraisal report.

(D) The evaluator shall discuss the summary report with the teacher. The teacher shall have the opportunity to provide his/her comments to be attached to the evaluation form. The teacher shall sign the evaluation and that signature shall indicate only that the teacher has read the evaluation. When requested, a copy shall be provided to the teacher prior to his/her signature and again when finalized.

(E) If there are changes made in the evaluation after discussion with the teacher, the revised evaluation will be rediscussed with the teacher. The teacher shall have the opportunity to comment on and shall sign the revised evaluation. That signature shall indicate only that the teacher has read the evaluation. A copy shall be provided to the teacher at this time. Any written comments of the teacher shall be attached to the evaluation.

V. Goal Setting Guidelines

(A) The supervisor shall schedule an initial conference for goals writing.

(B) Student Learning Goals (SLG) must be written in the SMART format.

(C) The supervisor and the teacher shall have a collaborative mid course data review of four (4) goals and determine adjustments.

(D) The supervisor and the teacher shall meet to review the end of year data and evaluate effectiveness of two (2) SLGs, and the six (6) domains of job performance as specified in Marshall Teacher Evaluation Rubrics.

(E) The supervisor shall write a summative review.

(F) The routing of the summative review for signatures shall be: supervisor, teacher, director and appointing authority.

(G) The teacher shall receive copies of all appraisal reports.

VI. Guidelines for Educator Effectiveness

(A) Marshall Teacher Evaluation Rubric shall be sued to provide detailed guidance on how to improve, including the following categories of effectiveness:

(1) Planning and Preparation for Learning

(2) Classroom Management

(3) Delivery of Instruction
(4) Monitoring, Assessment, and Follow Up
(5) Family and Community Outreach
(6) Professional Responsibilities

LETTER OF AGREEMENT #1

This agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer), on behalf of the Department of Education (Agency) and the Mid-Valley Bargaining Council, acting on behalf of the State Teachers Education Association (Association).

This agreement shall apply to the bargaining unit employees in the School for the Deaf.

The Agency will not contract out the education program at the School for the Deaf during the life of the parties' 2019-2021 collective bargaining agreement.

LETTER OF AGREEMENT #2 – ASLPI Subcommittee

This Letter of Agreement is entered into between the Department of Administrative Services, Labor Relations Unit (Employer), on behalf of the Department of Education and the State Teacher Education Association (STEA).

The Parties agree to establish a subcommittee of three (3) labor representatives and three (3) management representatives to discuss and solicit input to inform future ASLPI testing for new and existing members. The subcommittee will develop goals and objectives to recommend to the Labor Management Committee no later than January 31, 2020, unless mutually agreed otherwise.

LETTER OF AGREEMENT #3 – School Psychologist Recruitment and Retention Differential

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (DAS) and the State Teacher Education Association (STEA).

The Parties agree to the following:

Effective upon ratification, the School Psychologist at the Oregon School for the Deaf shall receive a five percent (5%) recruitment and retention differential above their current base rate of pay pending a market study. Interim bargaining will begin within thirty (30) days of written notification to the Union of the finalization of the market

2019-2021 Signature Page

Signed this 20 day of December, 2019 at Salem, Oregon.

FOR THE STATE OF OREGON

Katy Coba, Director
Department of Administrative Services

Madilyn Zike, Chief Human Resources Officer

Sharla Jones, Director of School for the Deaf

Deb Skiles, HR Business Partner

Nettie Pye, State Labor Relations Manager

FOR THE MID-VALLEY BARGAINING COUNCIL, AND THE OREGON EDUCATION ASSOCIATION

Sepideh Fakher, Bargaining Team

Scott Pfaff, Bargaining Team

Diana Covell, Bargaining Team

Evan Wickersham, OEA Uniserv Consultant

Cherie Ulmer, Mid-Valley Bargaining Council Representative

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Chief Human Resources Office
Labor Relations Unit
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LRU@oregon.gov

The official version of this Agreement is held by the Department of Administrative Services Labor Relations Unit on its electronic files at the website below. The Department of Administrative Services does not recognize any other copies or publications of this Agreement.

Electronic version of the Agreement located at:
http://www.oregon.gov/das/HR/Pages/LRU.aspx