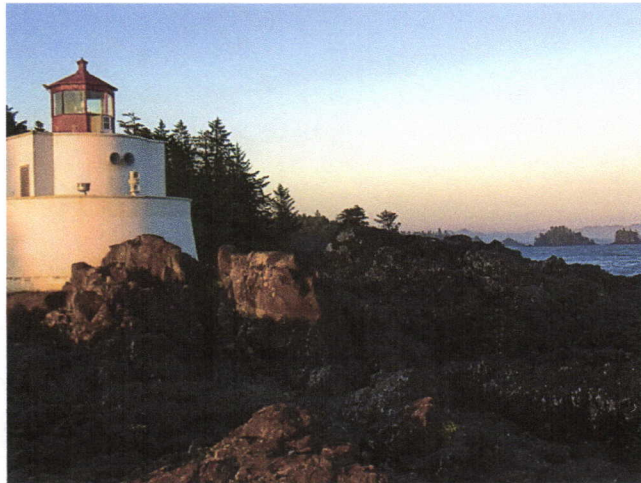


Warrenton-Hammond School District No. 30

And

Warrenton Education Association



2016-17, 2017-18 and 2018-19

Agreement

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PREAMBLE

The intent of this document is to set forth and record herein the sole and complete agreement between the Warrenton-Hammond School District #30 and Warrenton Education Association.

ARTICLE 1 - RECOGNITION

The Board recognizes the Association as the exclusive bargaining representative on employment relations for all regular full-time and regular part time (½ day or more) certificated teaching personnel employed by the District. It does not include temporary employees hired for less than 90 consecutive days and substitutes.

ARTICLE 2 - DISTRICT FUNCTIONS

- A. It is recognized that the Board has and will retain the rights and responsibilities to operate and manage the school system. This includes its programs, facilities, properties and school activities of its employees as delegated under existing Oregon statutes. The Board shall have the right to determine matters concerning management of the District not covered by this Agreement.

- B. Without limiting the generality of the foregoing paragraph A, it is expressly recognized that the Board's operational and managerial responsibility includes:
 - 1. The right to determine location of the schools and other facilities of the school system, including the right to establish new facilities and to relocate or close old facilities.
 - 2. The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures and public relations.
 - 3. The determination of the management, supervisory or administrative organization of each school or facility in the system and the selection of employees for promotion to supervisory, management or administrative positions.
 - 4. The maintenance of discipline and control and use of the school system property and facilities.
 - 5. The determination of safety, health and property protection measures where local responsibility of the Board or other governmental unit is involved.
 - 6. The right to enforce the rules and regulations now in effect and to establish new rules and regulations from time to time not in conflict with this Agreement.
 - 7. The direction and arrangement of all the working forces in the system, including the right to hire, suspend, discharge or discipline or transfer employees.
 - 8. The creation, combination, modification or elimination of any teaching position deemed advisable by the Board.
 - 9. The determination of the size of the working force, the allocation and assignment of work to employees, the determination of policies affecting the selection of employees and the establishment of evaluation standards and judgment of employees' performance.
 - 10. The determination of the layouts and the equipment to be used and the right to plan, direct and control school organization and programs.

11. The right to establish and revise the school calendar, to schedule classes and assign workloads and to approve textbooks, teaching aids and materials selected.
 12. The right to make assignments for all programs of an extracurricular nature.
- C. Nothing in this Agreement shall limit in any way the District's contracting or subcontracting of work or shall require the District to continue in existence any of its present programs in its present form and/or location or any other basis; however, if within fourteen (14) days from the District's notification the Association demands, the District will negotiate the impact of subcontracting work or programs with the Association.
- D. The parties recognize that revenue needed to fund the compensation provided by this Agreement must be approved by established budget procedures and in certain circumstances by vote of the citizens. All such compensation is therefore contingent upon sources of revenue and, where applicable, voter budget approval.

ARTICLE 3 - ASSOCIATION RIGHTS

A. School Board Agenda Packet

The superintendent will make available to the Association President the School Board agenda packet, exclusive of confidential materials, at the same time the agenda is made available to board members. Within 24 hours of receipt, the Association will notify the superintendent if the Association wants to confer with the Board on agenda items relating to personnel policies. The Association may request the superintendent to advise the Board to table those items until the next session at which the Association's concerns shall be discussed.

B. Organizing

Teachers shall have the right to organize, join and assist the Association to participate in professional negotiations with the District through representatives of their own choosing, and to engage in other activities individually or collectively, for the purpose of establishing, maintaining, protecting or improving conditions of professional service and the quality of the educational program.

C. Required Meetings or Hearings

Whenever any teacher is required to appear before the Superintendent, principal, the District's Board of Directors, or any committee or member thereof, concerning any matter which is known by the District in advance to potentially affect the continuation of that teacher's position or employment or lead to discipline, the teacher shall be given prior written notice of the reasons for the meeting and shall have the right to be accompanied by an Association representative of choice upon request. Should the teacher elect to participate without a representative, but decide, as the meeting proceeds, that representation is necessary because of the potential adverse effect on the teacher's position or employment, the teacher may request to recess the conference and reschedule a new time for the conference within one school day.

D. Evaluation of Students

The teacher shall have the authority and responsibility to determine grades and other evaluations of students. Normally, no grade or evaluation shall be changed without consent of the teacher; however, situations may arise where a grade may be changed. If the teacher does not agree or consent to such change, or the teacher is unavailable, the decision may be appealed to the building administrator, Superintendent, and then if necessary, to the Board, which has the ultimate discretion as to the grade awarded. If the grade is changed without the consent of the teacher, the teacher shall be notified of the change by mail or email.

E. Fair Treatment

No member of the bargaining unit will be reduced in basic salary, suspended without pay or reprimanded in writing without due process. Due process, for the purposes of this article, is defined as:

1. The employees will be told the charges and given the information that form the basis for such action.
2. The employee will have an opportunity to respond to charges.
3. The employee will not be disciplined prior to a thorough investigation.
4. The employee will have an opportunity to discuss the matter with his/her supervisor.

F. **OYA Programs**

It is understood and agreed by the parties, that contracts for OYA programs (JDEP, YCEP, etc.) govern employment practices for employees who serve in those programs. OYA has the authority to refuse or discontinue employment at any time based upon their policies and procedures. In such cases, the District shall seek to provide the employee with same information it receives from OYA. Due process as required under this section shall be satisfied by the District advising the employee of the OYA decision. A decision made by OYA shall not be appealed to the Fair Dismissal Appeals Board, nor subject to the grievance procedure.

ARTICLE 4 - TEACHER EVALUATION

The purpose of teacher evaluation is to allow the teacher and the District to determine the teacher's development and growth in the teaching profession and to evaluate the performance of teaching responsibilities.

- A. Prior to the first day of school each teacher shall have access to a copy of the evaluation instrument.
- B. A formal evaluation shall be based upon at least two observations and other relevant information developed by the District. Teachers shall have access to a signed final copy prior to the last day of school.
 - 1. Probationary teachers shall receive a written evaluation preceded by at least three classroom observations.
 - 2. Contract teachers shall receive a written evaluation preceded by at least two classroom observations.
 - 3. Contract teachers will be evaluated in their first year after probation, and alternate years thereafter.
 - 4. Contract teachers with a history of satisfactory evaluations over the past three years will be evaluated every other year; additional evaluations may be requested by teacher or administrator.
- C. Any teacher whose performance in the classroom is less than satisfactory shall participate in monthly conferences with written progress reports to address areas where improvement is necessary.
- D. Evaluations shall be preceded by a pre-evaluation interview and will be based on the job description and performance standards.
- E. Evaluations shall be in writing. A copy of the written evaluation shall be submitted to the teacher at the time of the post evaluation interview, or delivered to the teacher. During the post-evaluation interview, the results of the evaluation are discussed with the teacher.
- F. Evaluation procedures shall be in accordance with minimum fairness procedures and are intended to ensure teacher notice of alleged deficiencies or problems, the opportunity to be heard and improve, and the opportunity to respond to evaluation reports.
- G. If a teacher is not given notice of an evaluation or other document within four weeks of its preparation, the document cannot be a basis for any adverse action against the teacher and it cannot be placed in the personnel file.

ARTICLE 5 - PERSONNEL FILE

- A. The teacher shall be informed where the personnel file is located and shall have reasonable access to the file at any time during regular District operating hours. Teachers shall have the right, upon request, to review the contents of their personnel file. This file shall contain all materials relevant to the teacher's performance. Teachers shall have the right to review working files upon request. Material older than 24 months contained within the Working File shall be purged at the end of every school year. The District may establish a separate file for each employee for payroll information.

- B. No materials shall be placed in his/her personnel file unless the teacher has had the opportunity to review such materials by affixing his/her signature to the copy filed, with the express understanding that such signature in no way indicates agreement with the contents thereof, but conversely, such signature shall not be required for placement of such materials in his/her personnel file after such teacher has been provided with the opportunity to review. The teacher shall have the right to submit a written answer to such materials and attach it to the file copy.

- C. Documents may not be deleted from the teacher's personnel file without the teacher's approval. A teacher may indicate in writing the materials in the file which are obsolete or otherwise inappropriate for retention. The District will review the teacher's recommendations and may, at the District's absolute discretion, agree to delete materials which are no longer useful. The list of deleted materials will be sent, or given, to the teacher.

- D. Evidence not previously recorded in a teacher's personnel file prior to the notification of involuntary change in the employment status such as full-time, part-time, and/or temporary, shall not be used by the District as a basis for its action.

- E. Complaints determined to be unfounded or unsubstantiated will not be placed in a teacher's personnel file except as mandated by law.

ARTICLE 6 - GRIEVANCE PROCEDURES

A. Definitions

1. **Grievance:** Grievance shall be defined as a difference of opinion regarding the meaning or interpretation of this Agreement affecting a teacher, group of teachers or the Association. Grievances involving School Board policies or administrative decisions of unfair or inequitable treatment affecting a teacher, group of teachers or the Association will be processed as outlined in Article 6, C. Procedure, Levels 1, 2 and 3.
2. **Grievant:** A grievant is the employee(s) or the Association making the claim.
3. **Party in Interest:** A party in interest is 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.
4. **Immediate Supervisor:** A person who has direct administrative or supervisory responsibilities over the grievant.
5. **Days:** Days shall, except where otherwise indicated, mean any day the school is in session. In addition, the parties may extend time limits by mutual written agreement.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest level, solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.
2. Nothing contained herein will be construed as limiting the rights of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given an opportunity to be present at such adjustment.

C. Procedure

1. **Time Limits**

Since grievances should be processed as rapidly as possible, the number of days indicated at each level is an absolute maximum. The time limits specified may, however, be extended by mutual written agreement. Failure by the grievant to appeal a grievance to the next level within the specified time limits is an acceptance of the decision rendered at that level. The

failure of the District to respond to a grievance within the stated timelines at any level shall permit the grievant to appeal to the next step.

2. Levels of Grievance

Level One - Informal and Formal: Within fifteen (15) days following the act or condition which is the basis of the alleged grievance, or from when the grievant should have been aware of the basis for the grievance, the grievant shall discuss his/her grievance with his/her principal or immediate supervisor, either individually or accompanied by an Association representative, with the objective of resolving the matter informally.

If the grievant is not satisfied with the disposition of the grievance, the grievant shall, within ten (10) days from the informal meeting with the principal or supervisor, submit a written grievance to his/her principal or supervisor. The written grievance shall set forth the grounds upon which the grievance is based, the provision(s) of this contract allegedly violated and the remedy requested. The principal, supervisor or administrator to whom the written grievance is submitted shall communicate, in writing, his/her decision to the grievant(s) and the President of the Association within ten (10) days of receipt of the grievance. If the grievant is not satisfied with the immediate supervisor's decision and wishes to pursue the matter further, an appeal shall be presented in writing to the superintendent within ten (10) days after receipt of the principal or supervisor's response at Level One.

Level Two - The superintendent or his/her designee shall, within ten (10) days of receipt of the appeal, schedule a meeting, at which time the grievant shall be afforded the opportunity to present documentation and a full explanation in support of the grievance. The grievant may be accompanied to this hearing by a representative of his/her choice.

Within ten (10) days of the hearing of the appeal, the superintendent shall communicate his/her decision, in writing, to the grievant(s) and to the President of the Association.

In the event the grievant wishes to pursue the matter further, a written appeal shall be submitted to the Board within ten (10) days of receipt of the superintendent's decision.

Level Three - Within ten (10) days of receipt of the appeal from Level Two, including all correspondence and the written disposition of the case from each previous step, the Board will schedule a meeting to hear the grievance. This meeting shall be governed by rules adopted by the Board.

Within ten (10) days of the meeting, the Board shall communicate its written decision(s) to the grievant(s) and President of the Association.

Level Four - If the Association chooses to submit the matter to arbitration, it shall so notify the superintendent within ten (10) days from the date of the Board's written decision at

Level Three, and shall request that the Employment Relations Board submit to the Association and the superintendent a list of five (5) arbitrators.

Within ten (10) days from receipt of the list from the Employment Relations Board, the superintendent or his/her designee and the president of the Association, or his/her designee, shall meet to select an arbitrator.

If the parties cannot mutually agree on an arbitrator from the list submitted, they shall alternately strike the name of an arbitrator from the list until one (1) name remains. The Association shall strike first.

In the conduct of the hearing, the parties shall be bound by the rules of the American Arbitration Association, except that they may mutually agree to be bound by expedited American Arbitration Association rules. The arbitrator shall also be bound by the rules of the American Arbitration Association in conducting the hearing and rendering his/her decision, provided that he/she shall not have the power or authority to amend, modify, alter, add to or subtract from this Agreement. The arbitrator shall be without authority to substitute his/her judgment for that of the District's in any matter not specifically contracted away by a provision of this Agreement.

The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning and conclusions on the issues submitted.

A lawful decision of the arbitrator within his/her authority shall be final and binding on the parties and the parties shall share equally in the cost of the arbitrator's fee and expenses.

- D. Efforts will be made by all parties in interest to avoid interruption of classroom time and/or any other school-sponsored activities. Furthermore, efforts will be made by all parties in interest to avoid the involvement of students in the grievance procedure.
- E. All parties in interest will process grievances after their regular workday or at other times which do not interfere with assigned duties.
- F. All documents, communications and records of a grievance will be filed in the District office separate from the personnel files, except as required by law. References to the records, such as a summary, shall be placed in the personnel file of the grievant.
- G. There shall be no restraint, coercion, interference, discrimination or reprisals exerted on any individual or groups of individuals involved in the grievance procedure by reason of such participation. This section applies both to the District and Association.
- H. Dismissals of contract teachers, dismissals of probationary or temporary teachers and nonrenewal of probationary teacher contracts shall be governed exclusively by the Fair Dismissal Law rather than this grievance procedure.

ARTICLE 7 – DUES DEDUCTION AND FAIR SHARE

- A. **Dues Deduction**: The District agrees to deduct an amount equal to 1/11 of the total Association membership dues in the WEA, OEA, and NEA from the October through August paychecks of each Association member.

- B. **Fair Share**: The District shall deduct, from the pay of each teacher who is not a member of the Association, an amount commensurate with the cost to the Association of collective bargaining and contract administration as a fair share. These deductions shall be equivalent to 1/11 of the total due and shall be deducted from the October through August paychecks.

- C. As a safeguard to the rights of non-association of employees, based on bona fide religious tenets or teachings of a church or a religious body of which the employee is a member, the teacher shall pay the fair share equivalency to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Association.

- D. The Association agrees to hold the District harmless against any and all claims, suits, orders or judgments brought against the District as a result of the provisions of this article. The District agrees to notify the Association promptly of any claim and to cooperate with the Association and its designated counsel in the defense of any claim.

ARTICLE 8 - LEAVES

A. Jury Duty and Required Court Appearances (Subpoena)

Any employee of the school district who is required to serve on a jury or who is subpoenaed as a witness shall receive his/her regular salary during the time he/she is officially attending to these legal matters. In cases where the employee is not the litigant (that is, initiating or defending the lawsuit), or is not a witness against the district in a lawsuit, he/she shall receive his/her regular salary during the time he/she is officially attending to these legal matters. The employee may retain his/her compensation; including reimbursement for expenses incurred (mileage, meals) as a jurist or subpoenaed witness. The superintendent shall receive advance notice.

B. District Leave

Absence with pay may be allowed for education conferences or trips involving school business. Prior approval by the superintendent shall be required.

C. Bereavement Leave

Three (3) days paid bereavement leave shall be granted for death in the immediate family. Up to two (2) additional days may be approved by the Superintendent for extenuating circumstances. Immediate family is interpreted as extending to persons living in the immediate household or bearing the relationship of son, daughter, brother, sister, father, mother, grandchildren, niece, nephew, grandparents or in-law relationships of the aforementioned.

D. Personal Leave With Pay

Each teacher is entitled to two days of paid personal leave per school year. Personal leave days cannot be used to extend holidays. Unused personal leave will be paid to the teacher at the end of the school year at the current substitute pay rate. (See Sick Leave, H3) Teachers who have worked for the district for five consecutive years will qualify for a total of three days Personal Leave with Pay per year to be awarded at the beginning of their sixth consecutive year of service.

E. Association Leave

Two (2) days per school year shall be allowed to the Association for professional meetings and/or Association business. The Association will reimburse the District the minimum rate for substitute teachers at the daily rate determined by the statute. The Association will provide the District two weeks' notice of such leave requests. Such leave shall be taken only in whole or half day increments. The Association will determine which person or persons will be granted the leave.

F. Parental Leave and Family Illness Leave

The District acknowledges the provisions of the Federal Family and Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA).