

**Monroe Teachers  
Association  
&  
Monroe School District #1J**

**2012-2014**

**Agreement**

Algebra I

Association

1/1

Algebra I

2012-2014

Agreement

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## Article 1 — Preamble

- A. This Agreement is entered into between the Board of Education on behalf of Monroe School District #1J, herein referred to as the "Board" or "District" and the Monroe Teachers Association (MTA), herein referred to as the "Association."
- B. The intent of this Agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours and conditions of employment for all teaching personnel included in the bargaining unit.
- C. The District recognizes the Association as the sole and exclusive collective bargaining representative under the Oregon Collective Bargaining act for all licensed teachers employed by the District except substitute teachers, tutors, temporaries, supervisors and confidential employees.
- D. Athletic coaching assignments are year-to-year seasonal assignments. Assignment, retention or non-retention in athletic coaching assignments is at the sole discretion of the District and is excluded from any provisions of articles 3, 4, 15 and 17. Salary for athletic coaches shall be set solely by the Board.

## Article 2 — District Functions

- A. The Board has and will retain the rights and responsibilities to operate and manage the school system and its programs, facilities, properties and activities of its employees.
- B. Without limiting the generality of the foregoing (paragraph A), it is expressly recognized that the Board's operational and managerial responsibilities include:
1. The right to determine the locations 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 management, supervisory, administrative or staff organization of the District and the hiring or promotion of administrative management or supervisory positions.
  3. The maintenance, control and use of the school system property and facilities.
  4. The determination of safety, health and property protection measures where legal responsibility of the Board or other governmental unit is involved.
  5. 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.
  6. The direction and arrangement of all the working forces in the system, including the right to hire, suspend, discharge or discipline, or transfer licensed employees.
  7. The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures and public relations.
  8. The creation, combination, modification or elimination of any teaching position.
  9. The determination of the size of the work force, the allocation and assignment of work to employees.
- C. The foregoing enumerations of the functions of the Board shall not be considered to exclude other functions of the Board not specifically set forth; the Board retaining all functions and rights to act not specifically nullified by this Agreement.

## Article 3 — Grievances

### A. Definitions:

1. For the purpose of this Agreement, a grievance is defined as a difference of opinion regarding the meaning, interpretation, or application of this Agreement.
2. The "grievant" is the person or persons who has/have a grievance and is making the complaint.
3. The "party in interest" is either the person or persons making the complaint or the person or persons responding to the complaint.
4. A "representative" is an individual chosen to speak for or advise a party in interest.
5. "Days" shall, except where otherwise indicated, mean working days of the bargaining unit during the school year. During non-contract periods, "days" shall mean Mondays through Fridays (excluding holidays).

### B. General Procedures:

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems which may, from time to time, arise affecting teachers. Both parties agree that these proceedings will be kept informal.
2. The time limits referred to in these procedures are to be considered maximum. Failure at any level of this procedure by the grievant to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. Failure by the District at any level of the procedure to communicate the decision on a grievance in writing within the specified time limits shall permit the grievant to proceed to the next level.
3. Students will not be involved in the investigation process except where their role is one of "key witness" and their involvement is necessary for presentation of the case.
4. All parties in interest will process grievances after the regular workday or at other times which do not interfere with assigned duties.
5. All parties in interest have a right to a representative of their own choosing at any meeting at each level of this grievance procedure.
6. If a grievant chooses to pursue his/her claim through the court system, the Employment Relations Board or other outside agency, the grievance procedure

cannot be used for the same issues and any decision rendered under this procedure will become null and void.

7. There shall be no restraint, coercion, interference, discrimination, or reprisals by the District or the Association exerted on any individual or groups of individuals involved in the grievance procedure by reason of such participation.

### **C. Levels of Grievance**

1. The grievant will first discuss his/her grievance with the immediate supervisor, with the objective of resolving the matter informally.

Such discussion must be requested within ten (10) days following the act or condition which is the basis of the complaint; or, if the grievant had no knowledge of said occurrence, at the time of its happening, then within ten (10) days of the first such knowledge.

2. If the grievant is not satisfied with the disposition of his/her grievance, he/she may file a written grievance with the Superintendent within fifteen (15) days of the discussion in Section C, 1 above. This complaint shall set forth the grounds upon which the complaint is based, the contract provision violated, the date of occurrence and the remedy sought. The Superintendent shall communicate his/her decision in writing within ten (10) days to the grievant. Within ten (10) days of the receipt of the decision rendered by the Superintendent, the grievant, if not satisfied with the decision of the Superintendent, may appeal in writing to the Board.
3. Appeals to the Board shall be heard within thirty-five (35) calendar days of receipt of the appeal. Written notice of the time and place of the hearing shall be given fifteen (15) calendar days prior thereto to the grievant. The parties' attendance at the hearing of appeal shall be restricted to the party in interest and representatives.

Within ten (10) working days of hearing the appeal, the Board shall communicate its written decision.

4. If the grievant is not satisfied with the decision of the Board, he/she may petition the Association and the District for arbitration of said grievance. The Association must approve any arbitration request to the District in writing. If the grievant and Association have complied with these requirements within ten (10) calendar days from receipt of the Board's decision, the parties shall jointly request a list of five (5) arbitrators from the Employment Relations Board. Each party shall alternately strike two (2) names from the list and the remaining person shall be considered selected. The striking shall be completed within ten (10) calendar days of receipt of the list.

5. The arbitrator shall schedule and conduct a hearing not open to the public and issue a written decision. The issue before the arbitrator shall be the original grievance as filed in writing. The authority of the arbitrator shall be limited to interpreting the specific provisions of this Agreement and determining if it has been violated by the District.

The arbitrator shall have no authority to alter, modify, vacate, or amend any of the terms of this Agreement or to substitute his/her judgment on a matter or condition for that of the District where the District has not negotiated and limited its authority on the matter or condition. The decision of the arbitrator, within these stated limits, shall be final and binding on both parties. No issue shall be subject to arbitration and no arbitration award shall grant any relief for any occurrence or action prior to the execution date of this Agreement.

The costs for the services of the arbitrator, including per diem expenses, if any, his/her travel and subsistence expenses and the cost of the hearing room will be borne equally by the District and the Association. All other costs shall be borne by the party incurring them.

6. All grievances shall be kept in a grievance file separate from the personnel file.



## Article 4 — Rights of Employees

### A. Due Process

No contract teacher shall be reduced in salary, reprimanded in writing or suspended without pay without due process. Due process for the purpose of this article is defined as:

1. The employee shall be given the reasons and given the information forming the basis for such action in writing prior to any final action, a copy of which will be forwarded to the Association President.
2. The employee shall have an opportunity to respond to the charges.
3. The employee will have an opportunity to discuss the matter with his/her supervisor. During this discussion either party may have a representative present.
4. Upon request, the employee shall be allowed to meet with the Board in executive session, or in open session if the employee chooses to discuss the reasons for such action(s), prior to any final action.

The disciplined employee will have the right to appeal only on an alleged violation of the above due process procedure through the grievance procedure of this Agreement.

### B. Disciplinary Action

Disciplinary action shall be guided by the following criteria:

1. A fair and objective investigation.
2. Disciplinary actions will be related to the seriousness of the offense.
3. Disciplinary actions will be progressive in nature and related to the seriousness of the offense.
4. Disciplinary actions will be based on materials in the personnel file.
5. Disciplinary actions shall be in accordance with ORS 243.706.

- C. The dismissal, non-extension or non-renewal of a teacher shall not be governed by this article, but shall be subject to the Accountability for Schools for the 21<sup>st</sup> Century Law (ORS 342.805 to 342.934); Section B above does not apply to the assignment or retention of extra-duty positions or contract extensions.

**D. Required Meetings or Hearings**

Whenever any teacher is required to appear at a hearing before the Superintendent or Board relating to discipline or discharge, then he/she shall be given prior written notice of the reasons for such hearing.

**E. Other Provisions**


1. Any discipline of a teacher by a supervisor shall normally be made in confidence and not in the presence of students, other teachers, parents, or at public gatherings.
2. Any criticism by a teacher of a supervisor, other staff members, or the District shall normally be made in confidence and not in the presence of students, other teachers, parents, or at public gatherings. An obligation of professional protocol also must be reciprocated by employees to administrators and fellow employees, non-licensed and licensed. Notwithstanding the provisions of this paragraph, bargaining unit members retain their rights as citizens during public board meetings.

**F. Personal Life**

The Board recognizes that the personal life of employees covered by this Agreement is not an appropriate concern of the Board except as the employee's personal life may affect work performance.

**G. Personnel Files**


1. Each employee shall have the right, upon request, to review the contents of his/her own personnel file exclusive of references/placement files received prior to the date of employment by this District.
2. At the request of the employee, the District shall furnish a copy of such records. The employee will reimburse the District for the actual cost of providing this service.
3. The employee shall have the right to make a written statement relating to any evaluation, reprimand or other document relating to District job performance placed in the personnel file. Such employee statement shall be attached to the document.
4. The personnel file shall be open only to such other persons as are officially designated by the District or to persons authorized in writing by the employee concerned.

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5. The employee has the right to request the Superintendent to remove materials from the personnel file after three (3) years. The decision of the Superintendent is final and binding.
  6. There shall be one (1) official personnel file for each employee. The District may establish a separate file for each employee for payroll information.
  7. Evaluations, written disciplinary actions or complaints may be placed in the personnel file only if the teacher has first been given the opportunity to initial/sign the document.

#### **H. Controversial Material**

Unit members may introduce controversial material, provided that the material is relevant to the course content and curriculum.

#### **I. Personal Opinion**



In performing their teaching function, unit members may express their personal opinions on all matters relevant to the course content, provided, however, that when they do so they shall indicate that they are speaking personally and not on behalf of the school, its administration or the District.

## **Article 5 — Rights of the Association**

- A. The Association may use school buildings for Association meetings after the regular workday with prior notification to the principal, provided the requested room has not been scheduled for another activity.
- B. The Association may use school equipment on school premises that are in locations accessible to teachers. The Association agrees to pay for supplies and consumables.
- C. The Association may place material in teacher mailboxes.
- D. The Association may place materials on a portion of the bulletin board designated by the principal in each of the school faculty workrooms.
- E. The Association may request, and will upon request be provided at a reasonable charge, a copy of the District budget; audit; monthly Board meeting agenda and a packet of information and materials that is made available to the press; annual staffing list with FTE and seniority; scattergram; and insurance billings for October and June.
- F. The Association will be allowed to use school email. Members do need to keep in mind that all correspondence is public record.

## Article 6 — Evaluation

- A. Evaluation shall be done according to District-adopted policy (GCN-GDN), regulations (GCN-GDN-AR-1; GCN-GDN-AR-2; forms 1-5) and according to ORS 342.850.
- B. The content of the teacher evaluations shall not be subject to the grievance procedure in Article 3.
- C. The District and the Association will work together to implement a new teacher evaluation process. The District and the Association will appoint their own members to this committee. All committee members will be employees of the District. This new process will be a pilot program for years 2013-14. Beginning in 2014-15 this new teacher evaluation process will be implemented.

## Article 7 — Complaint Procedure

### A. Determination of Merit

If a written complaint that meets the criteria enumerated below is received by a supervisor, the supervisor will notify the teacher within five (5) working days after receipt of the complaint. The supervisor will encourage the complainant and the teacher to discuss the complaint in an effort to mutually resolve the issue informally. If the complaint is not resolved, then the supervisor will attempt to resolve the complaint by conducting an informal investigation which may include a discussion of the allegations contained in the complaint with the teacher and other involved parties. A conference with the teacher shall occur if:

1. The supervisor intends to refer to the complaint in a subsequent evaluation;
2. The supervisor intends to place a record of such complaint in the teacher's personnel file;
3. In the supervisor's judgement, such complaint is sufficiently relevant to the teacher's performance as to indicate the desirability of a conference.

### B. Conference

If a conference is to occur, it shall be held with the teacher within ten (10) working days after the complaint is made to the supervisor. At the conference, the teacher will be presented with the complaint in writing signed by the administrator or complainant. The complainant or the administrator shall present to the teacher all available information, including person(s) making the complaint, nature of the complaint, and the requested remedy, if any. The teacher shall have the choice to have a representative present at such conference.

The teacher will have the opportunity to submit a written response, which will be placed in the personnel file.

### C. Limitation

Any complaint which is not the subject of a conference shall not be in the teacher's evaluation and shall not be used against the teacher in any subsequent action by the District.

## Article 8 — Teaching Conditions

- A. The teachers' work year shall consist of not more than one hundred ninety (190) workdays which include the following:

There will not be less than 165 student contact days grades K-12.

- 6 Holidays: Labor Day, Veterans' Day, Thanksgiving Day (day after Thanksgiving is a non-contract day), Martin Luther King Jr. Birthday, Presidents' Day, and Memorial Day;
- 7 Non-Instructional Days for individual teacher preparation, one day at the end of the first, second, and third grading periods as well as two (2) days before school in the Fall and two (2) days at the end of the school year after the last class day for students. The two (2) days before school in the Fall shall be free of meetings or workshops;
- Conference days: will be a minimum of 1½ days for 9-12 & 2½ days for K-8;
- 2 Not less than two professional development days.

- B. The teachers' daily building hours (teacher workday) shall be 7.75 hours including a ½ hour duty-free lunch period. The teacher's normal work week shall be forty (40) hours. Early release may be granted at the discretion of the District.

- C. The high school schedule for 2012-14 will include up to 8 periods. As part of the schedule each full time teacher is guaranteed one preparation period equal to one class period on the appropriate schedule. The preparation period will occur within the regular class schedule.

Elementary teachers may be allowed preparation time during the teacher workday.

Exceptions to the above are as follows:

1. Regular teachers will be asked by an administrator or designee to substitute for absent teachers under conditions which would not warrant the short-term hiring of a substitute. Advance notification of 24 hours will be given when possible.
2. A daily schedule change is made which would affect a teacher's prep time (i.e., assemblies, extended period schedule, etc.).
3. Teachers who are requested by the District to use their prep time to substitute for another teacher shall, at the teacher's option, be compensated on a pro-rated hourly District average teacher salary rate. The hourly District average teacher salary rate will be calculated by taking the bargaining unit salary schedule annual salary, dividing by the bargaining unit FTE and then dividing that figure by 1,520 hours. The rate will be established on the first working day of August for the ensuing school year.

## **Article 9 — Strikes**

The Association and members of the bargaining unit agree that during the term of this Agreement, its membership will not participate in a strike, work stoppage, slowdown or interruption of school services and operations. This article shall not apply in the event of reopened negotiations on economic issues pursuant to Article 15.A and C, nor in the event of mid-term of contract bargaining pursuant to ORS 243.698.



## Article 10 — Sick Leave

Pursuant to ORS 332.507, teachers who are absent because of personal illness or injury shall receive compensation during such absence in accordance with provisions and reservations to sick leave allowance.

- A. All teachers shall be granted ten (10) days' sick leave during each school year. Such sick leave shall be credited to said teachers on the first school day of the fall semester. In the case of teachers who begin service after the beginning of the school year, sick leave shall be credited on the first day of active teaching service and shall consist of one (1) day for each work month remaining in the school year.
- B. A teacher who has accumulated sick leave during employment in another district, and who was so employed during the preceding year shall, upon proper verification, be credited with such sick leave as provided for under Oregon statutes (ORS 332.507).
- C. Sick leave is accumulative without limit.
- D. Teachers may utilize sick leave for up to twelve (12) weeks to care for a seriously ill member of their immediate family, pursuant to ORS 659.560 (FMLA). Sick leave may also be used pursuant to ORS 659.360 (Parental Leave).
- E. Teachers will be made aware of their sick leave accumulation status in a report provided by the administration at the end of each semester.

## **Article 11 — Sick Leave Bank**

The Sick Leave Bank serves as a depository into which participating teachers may donate accrued sick leave time for allocation to other teachers. The purpose of this bank is to alleviate the hardship caused if catastrophic illness or injury forces the teacher to exhaust all sick leave and personal leave. Donations to the bank will be on a volunteer basis. It is not necessary to donate to the bank in order to request benefits from the bank.

Any teacher who wishes to transfer a portion of his/her sick leave must send a signed statement requesting the donation to the superintendent. Donations shall be limited to one day per certified employee; the total days in the Bank will not exceed the total number of certified employees. If not all teachers donate into the sick leave bank, the remaining days can be donated, one at a time, on a rotation basis.

Use of benefits from the Sick Leave Bank will be considered under the provisions of the Family Medical Leave Act (FMLA). All requests must be in writing and must be accompanied by a physician's statement that includes the beginning date of the condition, a description of the illness or injury, and a prognosis for recovery. All requests will be reviewed by the superintendent and a representative of the union. All requests must be in writing and will be acted on within ten (10) working days. Any requests granted will be at the discretion of the superintendent and union representative.

If the recipient returns to work before the received hours have been expended, the recipient must return those hours to the Sick Leave Bank.

Days remaining in the Sick Leave Bank at the end of this negotiated agreement will expire.

## **Article 12 — Assignments, Vacancies and Transfers**

- A. By May 31st of each year, returning teachers shall be given their tentative teaching and extra-duty assignments, excluding coaching, for the following year, in writing. The parties recognize that resignation, etc., may necessitate changes by the District. The District will make every reasonable effort to minimize any changes in assignment after May 31<sup>st</sup> and to inform teachers of any necessary changes at least two weeks prior to start of the school work year.
- B. Vacancies, excluding coaching assignments, shall be posted for ten (10) calendar days. Vacancies are defined as a bargaining unit position not presently occupied by an incumbent which the District has determined to fill.
- C. Employees who are interested in filling a vacancy should file an application. The District will screen and evaluate internal District candidates before they screen and evaluate out-of-District candidates. Qualified internal candidates who possess the proper endorsement and proper authorization for the advertised position will be granted an interview in the final selection process. The District, however, has the sole discretion to determine which candidate will be hired.
- D. A teacher who is involuntarily transferred will have the right to request transfer to another position for which the teacher is licensed and which the District has posted as vacant.

## Article 13 — Leaves of Absence

- A. Teachers shall be entitled to the following non-cumulative leaves of absence.
1. Two (2) paid days per year shall be granted when a substitute is available and for those times when leave is desired for personal commitments. The teacher shall provide advance notice and sign a form indicating that the leave is taken under this article.
  2. Up to five (5) days leave with pay may be allowed for bereavement of a member of the immediate family. Immediate family shall be parents, parents-in-law, spouse, children, grandparents, brother, or sister.
  3. An employee shall be granted leave with pay for services upon a jury; provided, however, that the compensation paid to such an employee for the period of leave shall be reduced by the amount of compensation received by the employee for such jury service, and upon being excused from jury duty service during any day, an employee shall immediately return to complete his/her assignment for the remainder of the regular workday.
  4. Leave with pay shall be granted for District-required appearance before a court, legislative committee, judicial or quasi-judicial body as a witness; provided, however, that the compensation paid to such employee shall be reduced by an amount equal to any compensation received by the employee as a witness fee.
  5. Up to three (3) days professional leave may be granted by the Superintendent without loss of pay for the purpose of visiting exemplary programs or for attending meetings or conferences relating to education.
  6. Other leaves of absence with or without pay may be granted by the Board for good reasons. Such requests shall be submitted in writing to the Superintendent.
  7. The District shall maintain its practice of accepting and considering requests for unpaid leaves of absence for up to one (1) year, including parental/adoption leave. Requests denied by the Superintendent may be appealed to the Board.
  8. Leave requests will be submitted on the District request form prior to consideration.
  9. Discretion on granting such leaves rests solely with the Superintendent/Board.
  10. All additional leave may be granted at the discretion of the Superintendent and/or the Board. Additional days may be with pay, without pay, or with substitute pay deducted.

## Article 14 — Tuition Reimbursement

- A. The District may pay tuition for six (6) hours credit once every two (2) years up to the rate charged by Oregon State University. Classes taken must be in the teacher's field of education and approved by the Superintendent in advance. Payment shall be made upon proper verification of satisfactory completion of the course(s).

For the duration of this agreement, 2012-13 and 2013-14, the District may pay tuition. This language will revert back to District shall pay tuition when the next agreement is negotiated for 2014-15.

- B. Requests for graduate credits for which the teacher wishes to be reimbursed must be submitted in a letter of intent (DLC-Form-1) each year by the 10<sup>th</sup> day of January. DLC-Form-2 (final approval) must be submitted by the 15<sup>th</sup> day of May.
- C. If the District reassigns or transfers an employee to a position for which they are not highly qualified the District will pay the cost of the courses, required books and licensing fees to obtain the Highly Qualified status.
- D. The District may provide a mentor program in order to provide support and/or assistance to new/inexperienced employees.
1. Mentors will be selected based on unanimous agreement between the mentor, the selected teacher and the superintendent. Mentors will be teachers in the Monroe School District. Participation is voluntary.
  2. Both the mentor and the teacher being supported will be granted a minimum of one hour/week of release time for the purposes of observation and collaboration. No other employee will have his/her workload increased in order to provide such release time.
  3. The District will pay all necessary expenses for both employees if extra meetings/trainings are required.
  4. The mentor will be paid an annual stipend of \$500.
  5. Mentors will not evaluate the teacher he/she is supporting.

## Article 15 — Safe Working Conditions

- A. When the District is closed because of inclement weather or hazardous conditions, teachers shall not be required to report to work. However, the District reserves the right to schedule student contact make-up days. Teachers shall report for work on the student contact make-up days.
- B. ORS 654.010 requires that the employer must furnish a safe place of employment. ORS 654.015 prohibits an unsafe, unhealthy workplace.
- C. Employee claims for loss of personal property may be filed with the District's property/casualty insurance carrier.
- D. If students in a building are dismissed because of weather conditions, heating/ventilation/air conditioning problems, bomb threats, or other threats to public safety, teachers may, upon approval of the principal, leave work immediately after the students. Make-up days may be scheduled under the provisions of Section A of this article.
- E. Teachers will not be required to search for bombs.
- F. Teachers will not be required on a consistent basis to provide medication or sanitary procedures (e.g. diapering, toileting, catheterization, showering, etc.) to students.
- G. Employees shall be informed of a student's deviant behavior that could present a safety problem to the students or employees as soon as the District is aware of the information. All employees that may come in contact with that student will receive the information and shall be offered strategies concerning the known behaviors of the student.
- H. Staff with concerns about safety shall fill out a maintenance work order form and mark "safety" at the top of the form. Any form marked as a safety concern will be the highest priority for the District maintenance staff.

## Article 16 — Compensation

- A. The salary schedules for 2012-13 and 2013-14 are contained in Appendix A, which, by this reference, is incorporated into this Agreement for 2012-14. Movement on the salary schedule is limited to one (1) experience step per year for those eligible employees.
- B. The District shall pay the employee portion of the PERS contribution.
- C. For the 2012-13 work year, the District will contribute a sum equal to \$900.00 a month times the number of full time equivalent (FTE) bargaining unit members for health insurance and related benefits. For the 2013-14 work year, the District will contribute a sum equal to \$950.00 a month times the number of FTE for these benefits. (Example: If there were 25 FTE in 2012-13, the District's monthly contribution would be \$900.00 times 25 for a total monthly contribution of \$22,500.00.)

The District's total monthly contribution shall be distributed in the following manner:

### Single Insurance Tier

The cap for employees selecting single insurance shall be equal to the monthly premium cost of single tier OEBC Plan 5 health, dental, and vision insurance plus \$50.00.

Employees who select OEBC Plan 5 single insurance shall receive the insurance and have \$50.00 a month contributed to a 403b/TSA account. (Example: If the OEBC Plan 5 health, dental, and vision premium was \$675.00, the cap for single tier employees would be \$725.00.)

### Opt-outs

Employees may elect to opt-out of health insurance coverage. In order to qualify for opt-outs, employees must provide documentation of health insurance coverage from another source and must notify the District if and when such coverage ceases. Teachers who opt-out shall have \$500.00 a month contributed to a 403b/TSA account.

### Other Tiers: Employee with Children, Employee and Spouse, and Full Family

The total cap for employees selecting employee with children, employee with spouse, or full family tiers shall be determined by adding the monthly cap (\$900.00 for 2012-13 and \$950.00 for 2013-14) to any available funds from the District's total monthly contribution. Available funds shall be determined by subtracting the cost of single insurance tiers, opt-outs, and the other tiers' cap from the total monthly District contribution. (Example: If Single tier costs were \$6,000.00, opt out costs were \$6,000.00, other tier costs were \$8,000.00, and the total District monthly contribution was \$23,000.00, there would be \$3,000.00 in available funds  $\$23,000.00 - \$20,000.00 = \$3,000.00$ .)

The available funds shall be equally divided among employees who require employee with children, employee with spouse, and full family coverage. The available funds will

continue to be divided until the total premium costs of the plan are covered and/or the District's total monthly contribution is exhausted. Individual employees shall be responsible for any additional out of pocket costs once the District's total monthly contribution is reached.

In the event that OEGB substantively alters and/or increases the premium for OEGB Plan 5, the District and the Association reserve the right to change the plan used for determining the Single Tier cap if there is mutual agreement to do so.

Employees newly hired by the Board shall be eligible for the same insurance premiums upon acceptance of written application by the insurance carriers on the first day of the month following the month work commenced.

The benefit program(s) identified here shall be provided only in accordance with the underwriting rules and regulations as set forth by the carrier(s) in the policy (policies) retained by the policyholder.

The District's obligation towards the normal benefit as provided herein shall cease on the first day of the month following the month in which the eligible employee was no longer employed by the District or prorated for time worked or the termination of this Agreement, whichever is sooner. Employees who complete their contract obligations for the full contract year shall have benefits terminated on September 30.

- D. Advancement across the salary schedule columns will take place with the monthly payroll that falls no more than forty-five (45) days after the teacher provides the Superintendent with transcripts that document completion of the course credits required to qualify for advancement to higher columns. Advancement across the salary schedule shall not be retroactive but shall be prorated accordingly.
- E. The District would also offer a \$500 multiple qualified bonus per endorsement above two endorsements to all staff.
- F. Part-time teacher shall have prorated fringe benefits.
- G. This Agreement does not guarantee any level of employment.
- H. Initial Placement

Initial placement on the salary schedule shall be based on:

1. Number of years of experience as a school teacher, up to seven (7) years in a public school; and;



2. Additional hours, including any degrees, carried subsequent to the employee's receipt of a teaching license, provided such hours or degree(s) are in the applicant's field or study or are of direct benefit to the District.

The Superintendent shall make the final decision regarding salary schedule placement. A statement regarding hours, degrees and experience for initial placement shall be signed by the employee and superintendent and placed in the employee's personnel file.

## Article 17 — Extra Duty

### A. Extra Duty:

HS Drama Coach (per play)	\$1,100
GS Drama Coach	\$ 900.
HS Annual Advisor (per year)	\$1,200.
HS Student Council Advisor (per year)	\$1,200.
MS Student Council (per year)	\$ 900.
Music Instructor (per year)	\$1,300.
HS Honor Society (per year)	\$ 900.

## Article 18 — Layoff and Recall

- A. A layoff is defined as the elimination of a permanent or part-time position or the reduction in hours of a full-time position or reduction in hours of a part-time position to less than half-time.
- B. The District shall determine when a layoff is necessary and which programs will be affected. In the event of a layoff, the following procedure will be used:
1. Whenever the Board determines that a layoff is necessary, it shall notify the Association, generally within seventy-two (72) hours.
  2. Affected employees shall be notified at least fifteen (15) calendar days prior to the effective date of the layoff. When affected employees are notified, the District shall provide the Association with a copy of the seniority and layoff lists.
  3. Retention of employees will be in accordance with ORS 342.934 and the following criteria:
    - a. Seniority shall be defined as the length of current, continuous service to the District, measured from the first day of actual work. For the purposes of this article, seniority shall not be broken by approved leaves of absence.
    - b. Licensure categories shall be:
      - 1) employees holding valid elementary licenses;
      - 2) employees holding valid secondary licenses;
      - 3) employees holding valid middle school licenses;
      - 4) employees holding valid special endorsements (specialists holding valid teaching licenses will also be included in the appropriate teaching category).
    - c. Within each category, temporary and probationary employees shall be reduced first.
    - d. The District will transfer contract employees of courses scheduled for discontinuation to positions for which they apply and are licensed and qualified for under the following criteria:
      - 1) the positions are open or held by temporary or probationary employees;
      - 2) the applicant is qualified and licensed with norms for the courses to be taught.

e. **Layoff Benefits**

With the approval of the carrier, the District shall provide to laid-off employees insurance benefits, as established in this Agreement, for up to eighteen (18) months, provided that the employee reimburses the District in advance for the cost of the premiums for such coverage.

C. **Recall**

1. When any contract or probationary employee is laid off, the District will recall contract and probationary personnel, using the same consideration set forth in the foregoing layoff provisions. In the absence of any of those considerations, the last laid-off shall be hired first if they are qualified and licensed for the position.
2. The right to be recalled shall be continued for twenty-seven (27) months following the employee's last District duty day, unless the employee has resigned in writing earlier or has signed a teaching contract with another school district during the twenty-seven (27) month period.
3. Notice of recall shall be sent via certified mail to the last address given to the District by the employee. Employees shall have five (5) calendar days from the date the notice of recall is received, or ten (10) calendar days from the date the notice was mailed, whichever is the later date, to notify the District of their intent to return to the district.
4. The employee must thereafter report on the date specified by the District to start work, providing that this shall not be less than sixty (60) calendar days from the date the notice of recall was received or sixty-five (65) calendar days from the date the notice was mailed, whichever is the later date, or he/she will lose all recall rights. Such failure to notify the District of intent to return or to return to work within these limits shall be considered the resignation of the employee.

- D. Any grievance based on this article shall begin at the Superintendent Level of the grievance procedure, within the time lines specified in Article 3, C, 1.

## **Article 19 — Printing Agreement**

This contract will be made a part of the Teacher's Handbook.

## **Article 20 — Classroom Control and Discipline**

The District will provide teachers with a written Student Conduct Code at the beginning of each school year.

## **Article 21 — Fair Share**

- A. The District shall deduct an amount equal to 100 percent of the dues of the Association (MTA/OEA/NEA) from the pay of each employee who is not a member of the Association, beginning with the October paycheck, as a fair share fee commensurate with the cost to the Association of collective bargaining and contract administration.
- B. Any employee who has not requested payroll deduction of Association dues, or who has not certified to the District that he/she has paid his/her dues directly to the Association, shall be subject to the provisions of this article.
- C. Teachers who have bona fide objections to Association membership will document these for the Association. If these objections are accepted by the Association, the fair share amount spent for collective bargaining and contract administration will be contributed by the Association to a charity chosen by the Association. The amount spent for political activities shall be returned to the teacher.
- D. The Association shall hold the District harmless from any and all claims, suits, orders, or judgments against the District as a result of deductions made and transmitted under this article, provided that the District gives timely notice of any claim to the Association, tenders to the Association the defense of the claim, and fully cooperates with the Association and its designated counsel in the defense of the claim.
- E. Any employee or non-member who pays fair share shall have the right to vote on the ratification of this Agreement and any modifications or reopeners to this Agreement.

## Article 22 — Term of Agreement

- A. This Agreement constitutes the sole and entire existing agreement between the parties and supersedes all prior practices of the component districts. This Agreement shall not be modified in whole or in part of the parties, except by an instrument, in writing, duly executed by both parties.
- B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect of any subject matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. All the terms and conditions of employment not covered by this Agreement shall continue to be subject to the Board's direction and control.
- C. The parties agree to schedule negotiations for a successor agreement pursuant to ORS 243.712 no later than March 1, 2014.

This Agreement shall be effective as of July 1, 2012, and shall be binding upon the Board, the Association, and their members, and shall remain in full force and effect through June 30, 2014.

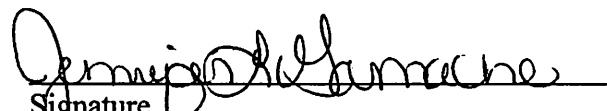
Executed the 10<sup>th</sup> day of September, 2012, at Monroe School District #1J, Monroe, Oregon, by the undersigned officers by authority of and on behalf of the Monroe School District #1J, Board of Education and the Monroe Teachers Association.

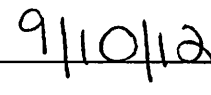
FOR THE ASSOCIATION:

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Date

FOR THE DISTRICT:

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Date



2012-13			
Experience	A	B	C
0	33547	34837	36128
1	34837	36128	37418
2	36128	37418	38707
3	37418	38707	39996
4	38707	39996	41287
5	39996	41287	42578
6	41287	42578	43867
7	42578	43867	45158
8	43867	45158	46448
9	45158	46448	47738
10	46448	47738	49028
11	47738	49028	50318
12	49028	50318	51609
13	50318	51609	52899
14		52899	54189
15		54189	55479
16		55479	56768
17			58058
18			59349

2013-14			
Experience	A	B	C
0	33547	34837	36128
1	34837	36128	37418
2	36128	37418	38707
3	37418	38707	39996
4	38707	39996	41287
5	39996	41287	42578
6	41287	42578	43867
7	42578	43867	45158
8	43867	45158	46448
9	45158	46448	47738
10	46448	47738	49028
11	47738	49028	50318
12	49028	50318	51609
13	50318	51609	52899
14		52899	54189
15		54189	55479
16		55479	56768
17			58058
18			59349

Column A: This column is for a Bachelor's Degree.

Column B: This column is for a Standard Certificate and/or a Master's Degree.

Column C: This column is for a Standard Certificate + 30 hours and/or a Master's Degree + 30 hours.

All staff members who are currently in column C step 18 of the salary schedule will receive one longevity step (\$1,290) for 2012-13 school year and an additional longevity step (\$1,290) for the 2013-14 school year. Any employee who is placed on step 18 of column C of the salary schedule during the 2012-13 school year will receive one longevity step (\$1,290) for the 2013-14 school year.