

**SILVER FALLS
SCHOOL DISTRICT**

AND

**SILVER FALLS
EDUCATION ASSOCIATION/
MID-VALLEY BARGAINING
COUNCIL**

COLLECTIVE BARGAINING AGREEMENT
June 1, 2017 - June 30, 2019

*Together... cultivating character and
academic growth in each student.
Every day.*

Butte Creek. Central Howell. Evergreen.
Mark Twain Elementary. Pratum. Robert Frost. Scotts Mills. Sil
Silverton High School. Silverton Middle School. Victor Po

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Preamble

- A. This Agreement is entered into between the Board of Education on behalf of the Silver Falls School District 4J, Marion County, Silverton, Oregon, herein referred to as the “Board” or “District,” and the Mid-Valley Bargaining Council affiliated with Silver Falls Education Association, OEA/NEA herein referred to as the “Association.”
- B. This Agreement shall not be modified except by written agreement between the Association and the District.

1. Recognition

- A. **Bargaining Representative.** The District recognizes the Mid-Valley Bargaining Council/Silver Falls Education Association as the exclusive bargaining representative for all academically licensed employees, excluding substitute teachers, supervisors, and confidential employees.
1. Substitute employees shall be defined as those employees hired to fill a temporary vacancy for less than 135 consecutive work days.
 2. Employees hired to fill a temporary vacancy for a period greater than 135 consecutive work days shall be defined as temporary employees. Such employees shall be considered members of the bargaining unit, and all portions of this contract except Articles 14 and 18 shall apply to them.
- B. **Purpose.** The purpose of the Article is to recognize the right of the Association to represent employees with respect to wages, hours, and conditions of employment, and does not carry with it obligations or commitments not specifically addressed by the specific provisions of the Agreement.
- C. **Negotiations.** Not later than April 1st of the calendar year in which this Agreement expires, the Board and the Association agree to enter into negotiations in a good faith effort to reach agreement concerning teachers' salaries, hours, terms and conditions of employment, and other matters of mutual concern. Any agreement so negotiated will be reduced to writing and signed by the Board and the Association.

2017-2020 Bargaining Team

SFEA

Bargaining Chair and Association President
Bargaining Member
Bargaining Member
Bargaining Member

Marie Traeger
John Howard
Chrystal Freer
Garron Lamoreau

SFSD

Superintendent
Assistant Superintendent
Butte Creek Principal
Financial Director
School Board Member
School Board Member

Andy Bellando
Dandy Stevens
Kevin Palmer
Steve Nielson
Tim Roth
Todd White

2. District Functions

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and invested in it by the laws of the Constitution of the State of Oregon, and of the United States, including, but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.
 2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion, and to promote, and transfer all such employees.
 3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
 4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
 5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, non-teaching activities, and the terms and conditions of employment.
 6. **Subcontract.** In the event the District determines to subcontract any service performed on or after the date of execution of this Agreement with any bargaining unit member, it shall notify the Association exclusively in writing, and regardless if bargaining is underway for a successor agreement, bargain upon demand in good faith with the Association under ORS 243.698. Should agreement not be reached after the expedited 90-day period, Article 6 prohibiting strikes and lockouts during the term of the contract shall not apply to any strike or lockout over this issue.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and laws of the State of Oregon, and the Constitution and laws of the United States.

3. Grievance Procedure

- A. **Purpose.** The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems which may from time to time arise. The parties agree that these proceedings will be kept informal and confidential, consistent with the ultimate goal of resolving the grievance at each step of the grievance procedure. Specifically exempted from the provisions of this article are any actions resulting in the dismissal or non-renewal of a probationary or contract teacher. Such matters are covered exclusively by the Accountability for Schools for the 21st Century Law and, as such, are not covered by this Agreement.
- B. **Definitions.**
1. **Contract Grievance.** A “contract grievance” is a claim by an employee of a violation of a specific term of this Agreement.
 2. **Equity Grievance.** An “equity grievance” is a claim by an employee of an arbitrary and capricious administrative decision or action.
 3. **Grievant.** A “grievant” is the person or the Association making the claim.
 4. **Day.** A “day” is defined as a calendar day. If the deadline day falls on a holiday or weekend, the time limit will be extended to the next day the District office is open.
- C. **Time Limits.** Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.

The failure of the District to respond within time limits set forth herein will constitute a rejection of the grievance at that level and thereby allow the Association to take the grievance up at the next step within the time limit specified therein. Failure of the Association to comply with a time limit set forth herein shall constitute a withdrawal of the grievance.

The time limits specified may be modified only by written agreement between the parties.

- D. **Procedure.** A grievant, as defined above, shall within twenty (20) days of the grievance or his/her knowledge of same, whichever occurs later, discuss it with the supervisor, with the objective of resolving the matter informally. The supervisor shall have five (5) days in which to respond to the grievance.
1. **Step One Supervisor.**
Informal. The grievant will meet with his/her immediate supervisor, building principal, or appropriate district-level administrator who made the decision to identify the problem and attempt to solve the problem in an informal manner within ten (10) working days of the date the grievant first had or should have reasonably had knowledge of the incident.

Formal. In the event the problem cannot be resolved by informal means within the ten (10) day period, the grievant may request a formal conference with his/her principal, immediate supervisor, or appropriate district-level administrator who made the decision and submit the

formal written grievance within five (5) working days of the conclusion of the informal process.

The grievant shall present the grievance in writing, stating the following information:

- a. Name and position of grievant.
- b. A statement of the grievance, the facts, relevant dates, and the persons involved.
- c. A statement identifying the contract provision allegedly violated including citing specific contract language violated.
- d. The corrective action requested.
- e. The signature of the grievant.
- f. The principal, immediate supervisor, or appropriate district-level administrator will respond with a decision within ten (10) days.

2. **Step Two Superintendent.** If the grievant is not satisfied with the disposition of his/her grievance at Step One, he/she may file the grievance in writing with the Superintendent within ten (10) days after Step One procedures have been completed. The written grievance shall specify the specific action or lack of action being grieved, the contract article or articles and the specific contract language alleged to have been violated, and the specific remedy sought. The Superintendent shall have ten (10) days in which to respond in writing to the grievance.
3. **Step Three School Board.** If the grievant is not satisfied with the decision of the Superintendent, the grievance may be presented to the Board by filing all correspondence presented or received at prior steps with the Clerk of the Board within ten (10) days after the completion of Step Two procedures. The Board will have thirty (30) days in which to make a written response to the grievance.

Unless the grievance is a contract grievance, The Board's decision shall be final and binding.

4. **Step Four Arbitration.** If the grievant is not satisfied with the decision of the Board and if the grievance is a contract grievance, the Association shall within ten (10) days of completion of Step Three procedures submit written notice of intent to arbitrate the issue to the Superintendent. Such written notice shall contain a copy of all materials submitted or received at previous steps.
 - a. Within ten (10) days of District receipt of written notification from the Association of their desire to arbitrate the grievance, the parties will meet and attempt to select an arbitrator and obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten (10) day period, a request for a list of seven (7) arbitrators who maintain an office or reside within the State of Oregon may be made by either party to the State Mediation and Conciliation Service. Within ten (10) days of receipt of such list, the parties shall alternately strike names from the list (the party to strike the first name will be determined by a coin flip) until only one name, which shall be designated as the arbitrator, remains. The parties shall jointly notify the arbitrator of his/her selection.
 - b. The designated arbitrator shall set a time and place for hearing which is agreeable to both parties. Expenses of the arbitrator shall be borne equally by the parties;

however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided that it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies. The arbitrator shall have the authority to consider only a claim based upon a specific provision of this Agreement, and shall have no authority to add to, modify, or detract from this Agreement. Any decision of the arbitrator within the scope of this Agreement shall be final and binding upon the parties.

- E. **Rights of Employees to Representation.** Any grievant 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 above Step One. No grievance shall be pursued to binding arbitration (Step Four) herein except by the Association. Nothing shall prevent the District and employee from settling the matter informally outside of the formal grievance procedure.

- F. **Miscellaneous.**
 - 1. Any grievance arising from a direct specification of the Board or the Superintendent may, at the Association's option, be introduced at Step Two of the grievance procedure.
 - 2. The Association shall not be required to pursue any grievance which, in its sole determination, lacks merit.
 - 3. Meetings and hearings under this procedure shall be conducted in private unless a public hearing or meeting is mutually agreed upon.

- G. **Reprisals.** No reprisals of any kind shall be taken by the Board or by 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.

4. Voluntary Payroll Deductions

- A. **Dues.** The District shall deduct an amount equal to the NEA, OEA, and SFEA dues as a fair share assessment for members AND NON-MEMBERS of the bargaining unit. Such monthly payments shall total the annual NEA, OEA, and SFEA dues or be a pro-rated amount according to NEA, OEA, and SFEA dues structure. A written statement of the amount of dues to be deducted from each employee shall be provided by the SFEA no later than October 15 of each year.

Religious Exemption. An exception to this article will be honored based upon bona fide religious tenets of employees of a church or religious body of which such employee is a member. Such employee shall pay an amount of money equivalent to regular NEA, OEA, and SFEA dues and then will work with the Mid-Valley Uniserve office to receive reimbursement.

An employee who has not requested payroll deduction of Association dues under this Agreement and who has not certified to the District that he/she has paid dues directly to the Association shall be subject to the provisions of this Article.

- B. **Legal and Required Deductions.** The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the Association dues before this deduction will be made. All other legal and required deductions have priority over Association dues. The Association will refund to the District any dues paid to it in error and those funds shall be returned to the individual teacher.
- C. **Hold Harmless.** 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 Sections A and B.
- D. **Employee Requested Deductions.** The District agrees to deduct from the salaries of its full-time and part-time employees, as requested by the employee, contributions to any Board recognized entity, including but not limited to:
1. Board recognized Tax Sheltered Annuity and Insurance Programs.
 2. Board recognized agencies, i.e., United Good Neighbor.
 3. Board recognized financial institutions, i.e., Marion-Polk Credit Union.
- E. **Board Recognized TSAs.** The Board agrees to approve up to ten (10) TSA programs, but a minimum of ten (10) employees must participate in order to continue the program. If at any time a TSA program ceases to have ten (10) members, remaining employees will be given sixty (60) days notice to transfer their contributions into a Board recognized TSA program. The District will maintain all preexisting TSAs added as a result of the merging of the District until such time as membership in the preexisting TSA falls below ten (10) employees.

5. Association Rights and Responsibilities

- A. **Use of School Equipment and Supplies.** The Association's representative, at the first of the year, will contact the principal of each school regarding the use of office equipment. The Association's use will not interfere with the operations of the building at any time. The Association will report their usage to the district yearly and pay the reasonable cost of copies, materials, and supplies used.
- B. **School Facilities.** School facilities may be used for Association meetings at reasonable times during non-duty hours provided such facilities shall be scheduled in advance, with no cost, through the use of the facility rental process.
- C. **Use of Inter District Mail.** Inter district mail, mail boxes, including e-mail, and fax equipment may be used for distributing information to employees in the bargaining unit provided that all information so disseminated shall be clearly identified as originating from the Association.

The District retains the right to prevent the distribution through inter and intra district mails of materials deemed derogatory to the District or to the individuals of the District. Such right shall be exercised by prior review of all materials so distributed only when a continuing violation of the above has been found to exist.

- D. **Visitation.** Official representatives of the Association, other than District employees, will be allowed to visit the work area of members of the bargaining unit during work time with prior notice to the building administration if, in the judgment of the employee's supervisor, such visits would not impair job performance.
- E. **Use of Bulletin Board Space.** The District will provide the Association with reasonable space on an employee bulletin board for use by the Association in communicating with its members.
- F. **Association Release Time.** Whenever mutually scheduled, Association representatives, elected or appointed, shall be granted time off without loss of pay from their regular school duties to attend local meetings dealing with grievance proceedings and labor negotiations. All necessary substitute costs will be the responsibility of the Association. Whenever possible, such meetings will be scheduled so as not to interfere with normal work duties. The District shall not be obligated to pay overtime compensation due to the provision of this section.
- G. **Release of Association Officers.** The District will release the Association President or his or her designee for up to thirteen (13) work days for Association business. The Association will reimburse the District for the actual cost of substitute if one is used.
- H. **Information.** Upon request, the District agrees to furnish the Association with information necessary for its functioning as the exclusive bargaining representative. The Association will reimburse the District for all reasonable costs incurred in development and reproduction of non-prepared materials.
- I. **Scheduling Meetings.** The District will notify the Association President and will allow the participation of the Association in annual all District calendar planning meetings in order to facilitate the scheduling of Association meetings at times that do not conflict with District

activities.

6. No Strikes or Lockouts

- A. For the term of this Agreement, the Association and its members, as individuals or as a group, will not initiate, cause, permit or participate, or join in any strike, work stoppage, slow-down, or any other restriction of work. Violation of the above shall constitute full just cause grounds for disciplinary action, including discharge, against any employee or employees engaged in such activities.
- B. The District agrees not to lock Association members out of schools during the term of this Agreement. This Article will not apply during any mid-term or interim bargaining. Nothing in this Agreement shall prevent bargaining unit members from legally exercising their freedom of speech by supporting other bargaining units during their non-duty time.

7. Personnel Files

A. Personnel Files.

1. The District will comply with current Oregon Law regarding personnel files.
2. Personnel files for each employee shall be kept in a central location; such files are confidential and will be retained according to current Oregon Law.
 - a. Teachers will have the right, upon request, to review the contents of their personnel file and to obtain a copy of any documents contained therein. Employees shall schedule an appointment two business days in advance for viewing the personnel file and a District representative shall be present during the viewing of the file.
 - b. The teacher shall not have the right to view confidential letters of reference received by the District prior to the teacher being hired.
 - c. A teacher will be entitled to have a representative accompany him or her during such review of the teacher's personnel file. The teacher may designate the representative to review and copy the file.
 - d. The teacher will have the right to review disciplinary and evaluation documents before the document is placed in their personnel file and to attach a written statement to any such document placed in the teacher's personnel file. Member's signature on the document shall indicate that the member has seen the document, not that the member agrees with the document.
 - e. If materials contained in the teacher's working file are to be used as support for a recommendation of dismissal or non-renewal of a contract for any teacher, the teacher shall be notified at least five (5) days before the recommendation is presented to the school board or Fair Dismissal Appeals Board.
 - f. The teacher will acknowledge the opportunity to review such material by signing the copy to be filed with the express understanding that such signature does not signify agreement with the content of the material.

B. Personnel Records.

1. Personnel records (administrator working files), including anecdotal notes pertaining to the supervision and evaluation of employees may be maintained by the supervising administrator at the school site.
 - a. These personnel records are exempt from disclosure pursuant to A.1 above.
 - b. Teachers will have the right, upon request, to review the contents of the administrator working file and to obtain a copy of any documents contained therein or authorize their representative to obtain a copy.

- c. The teacher will have the right to attach a written statement to any written material placed in the working file maintained by the administrator and to have that attachment moved to the personnel file should the written materials be moved to the personnel file. In accordance with Oregon Law, an employee may request material(s) in his/her personnel file (excluding evaluations and disciplinary materials) be removed from his/her file after three (3) years. The request shall be made to the Human Resources Director. If the request is denied, the employee may appeal to the Superintendent.
- d. Material contained in the administrator's teacher working file at the time discipline is issued may be used in support of actions taken and documented in the teacher's personnel file. If used for these purposes, the teacher will have the right to make a written response to any materials used in this way from the working file.

C. Disclosure of Personnel Files and Records.

- 1. **Disclosure of materials** contained in an employee's personnel file or from personnel records maintained by administrators shall be made only with the express written permission of the affected employee, or by court order, or by lawful subpoena by a law enforcement agency. Information in an employee's file cannot be shared with other districts for hiring purposes. Release of information contained in employee personnel files and personnel records to state agencies or to the exclusive bargaining representative in accord with the lawful functioning of those agencies shall not be construed as a waiver of the confidentiality of employee personnel files and records. Disclosure of any single document contained in a personnel record or file shall not be construed as a waiver of remaining documents in the personnel file or records.
- 2. **Copying Personnel Files and Records.** The employee shall pay for the actual cost of any copying requested by the employee.

8. Personal and Academic Freedom

- A. **Personal Life.** The District does not intend to regulate an employee's personal life, and will not do so, except where such activities affect job performance, adherence to TSPC rules covering the ethical and professional educator, or teaching effectiveness.
- B. **Academic Freedom.** Teachers will follow district adopted curriculum. Teachers may supplement the curriculum when purchased curriculum is out of date with prior approval from the Director of Teaching and Learning. Teachers are to work directly with building principals in seeking this approval. Teachers will receive pre-approval from their building administrator and/or the Superintendent on any controversial topics, concepts, materials, or speakers to be presented which supplement the adopted curriculum. If such approval is received, the District agrees to support and defend the teacher should such topics, concepts, materials, or speakers cause criticism from parents or other community members.
- C. **Student Grades.** If an administrator changes a student grade, such administrator will notify the teacher in writing of such change, and the reason(s) for such change.

9. Teacher Evaluation

- A. **Purpose of Evaluation.** The primary purpose of evaluation shall be the improvement of instruction and the measurement of teacher effectiveness. This provision shall not prevent the District from using evaluation for any purpose allowed by law.
- B. **Evaluation Instruments.** Evaluation instruments shall include those developed by the State Board of Education or the school district in compliance with applicable Oregon law.
- C. **Classroom Observation.** Class observation may be a major component of teacher evaluation.
- D. **Evaluation Handbook.** All teachers new to the District will receive a copy of the evaluation handbook as part of the new employee packet. Other teachers may request a copy of the evaluation handbook from the District.
- E. **Program of Assistance for Improvement.** Probationary and contract teachers who fail to meet District Performance Standards, Oregon Standards of Competent and Ethical Performance may be placed on a program of improvement. A Program of Assistance for Improvement is part of the evaluation and supervision process and is not considered teacher discipline.
 - 1. Prior to a teacher being placed on a Program of Assistance for Improvement (PAI), the teacher's supervisor will give the teacher a warning in writing that the teacher may be placed on a PAI. This warning will include the teacher's areas of deficiency and the District's expectations for the teacher. The teacher will have twenty (20) days to improve prior to placement on the PAI.
 - 2. If a teacher is determined by the District to be in need of a Program of Assistance for Improvement, the supervising administrator will notify the teacher in writing of his/her deficiencies prior to developing a written plan of assistance for improvement.
 - 3. The teacher will be afforded the opportunity to contribute to the Plan of Assistance for Improvement. The teacher may be represented by the Association representative of his or her choice throughout the process.
 - 4. When a Program of Assistance for Improvement is completed, the District shall notify the teacher in writing of satisfactory or unsatisfactory completion of the Program of Assistance for Improvement.
- F. **Teacher evaluation materials** which include observation notes, observation summaries, anecdotal notes, evaluation data, informal and formal evaluation summaries, and any other material collected for the purposes of teacher evaluation are personnel records and/or part of the personnel file and as such are subject to confidentiality under Article 7.
- G. **Employee Evaluation Handbook.** Changes in the Employee Evaluation Handbook shall be made only after collaboration between District Administrators and the Forum Committee.

10. Teacher Discipline

- A. **Just Cause.** Employees may be disciplined, reprimanded in writing, or suspended without pay based upon just cause. Specifically excluded from just cause are the non-renewal or dismissal of probationary employees, the non-extension or dismissal of contract teachers, assignment of extra duty, teaching duties and assignments, and transfers.
- B. **Due Process.** No teacher will be disciplined without due process. Due process, for the purpose of this Agreement, shall be defined to mean the following:
1. **Notice of Charges.** The teacher will be given notice of the charge(s) against the employee which form the basis(es) for the disciplinary action, reprimand, or dismissal. The administrator will not start an investigation until the subject of the complaint is notified that the complaint exists unless prohibited by law enforcement or other agencies' requirements.
 2. **Opportunity to Respond.** The teacher will have the right to meet with the Superintendent or his/her designee to discuss the disciplinary action, reprimand, or dismissal before a decision is finalized.
 3. **Right to Representation.** The teacher may be accompanied and represented by the Association. The teacher may refute the charge(s) either verbal or written form.
 4. **Written Notice of the Decision.** The Superintendent or designee will give the teacher written notice of the findings and the decision together with the reason(s) for such action.
 5. **Investigatory Suspension.** In case of hazard or threat to employees or students, a teacher may be immediately suspended with pay pending an investigation. The teacher will be notified of the reasons for the suspension and of the date and time to meet with the Superintendent or designee regarding the suspension or the possible dismissal. When meeting with the Superintendent or designee, the procedures in 1, 2, and 3 above will be followed.
- C. **Grievances.** Grievances filed based on provisions of this article may be appealed to Step 4 "Arbitration." No record of a disciplinary action will be placed in a teacher's personnel file until the final resolution of any grievance is properly filed in accordance with this Article.
- D. **Non-Renewals and Dismissals.** Nothing in this Agreement shall be construed to waive the District's right to non-renew or dismiss a probationary employee for any reason the District deems in good faith sufficient. This Article does not apply to the non-renewals or dismissal of probationary teacher contracts, nor to dismissals or non-extensions of contract teacher contracts; such matters and procedures are governed by the Oregon Law and are not covered by this Agreement.

11. Complaint Procedure

- A. Patrons are encouraged to follow usual and proper administrative channels in registering complaints concerning any phase of the school program, including school personnel.

Miscellaneous

1. **Complaint Conference.** Any complaint received by the Administration from any person shall not be used by the District in any evaluation or disciplinary action unless a conference is held with the teacher within ten (10) work days after the complaint is filed with the administration, except when the administration is prohibited by law enforcement or other agencies. At the conference the teacher shall be presented with the complaint in writing signed by the complainant or the alleged facts giving rise to the complaint signed by an administrator.
2. **Complaint Conference Representation.** The teacher shall have the right to representation of his or her choosing at the conference unless a non-District employee complainant chooses to attend the conference. An employee choosing not to be represented in any meeting with the Administration is not deemed to have waived their right to be represented at other times. There is no requirement that the complainant appear at the conference, but they will be encouraged to do so. The District may choose to keep the name of the non-District employee complainant confidential if no written action is taken against the teacher.
3. **Written Response to Complaints.** After the conference the teacher may submit a written response to the complaint which shall be attached to the complaint and retained in the personnel file of the District. Within ten (10) working days following the conference, the administrator will report the status of the matter to the teacher.
4. **Disciplinary Action Arising From Complaints.** Prior to written disciplinary action being taken by the District and recorded in the personnel file or the administrator's working file, the identity of the complainant shall be made known to the teacher if so requested by the teacher. The District need not identify the complainant in a situation where no written disciplinary action is taken or the teacher admits to the substance of the complaint.
5. **Prior to the development of a PAI** arising from a confidential complainant, the identity of the complainant and specific nature of the complaint will be made known to the teacher if so requested by the teacher.
6. **Evaluation Records Arising From Complaints.** Prior to a written reference to a complaint being incorporated in an evaluation record and filed in the personnel file, the identity of the complainant shall be made known to the teacher if so requested by the teacher. For liability protection, the District will maintain a confidential record of all investigations conducted separate from the individual employee's personnel file or personnel records.
7. **Complaint Grievance.** Grievances regarding the application of the complaint procedure may be appealed to Step Three of the grievance procedure.

12. Work Year and Work Day

- A. **Annual School Calendar.** It is recognized that the School Board has the responsibility to set the annual school calendar. Prior to adoption of the calendar, a calendar committee consisting of the SFEA Forum Committee and District Office Personnel will work collaboratively to create the district calendar. This work will occur during regularly scheduled Forum meetings with a first draft available to be presented to the school board in January. All individuals involved will gather data and stakeholder input regarding certificated staff work calendars, student school year start/end dates, and holiday break schedules. The committee will then present the concerted calendar to the School Board no later than the February regular session for discussion.
- B. **Teacher Work Year.** The teacher work year, to be set by the District, shall not exceed a maximum of one hundred ninety-two (192) contract days for probationary and contract teachers and no more than one hundred ninety-three (193) contract days for first-year teachers. The contract days shall include the following five (5) paid holidays: Labor Day, Veterans' Day, Martin Luther King Day, President's Day, and Memorial Day.

| Grade Level | In-service days | Grading days | Holidays | Conference days | Student contact days | Total Contract days |
|----------------|-----------------|--------------|----------|-----------------|----------------------|---------------------|
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| 9 through 12_* | 4-6 | 4-6 | 5 | 2 | 174-178 | 192 |

***The District will schedule 12 two hour early release blocks throughout the school year for Professional Learning Community (PLC) time. If the District eliminates PLC's, three in-service days will be returned in place of student contact days.

- C. **Teacher Work Day.** The normal teacher work day shall be eight (8) hours. However, professional responsibilities will not be limited to a specific time period and shall occasionally extend beyond eight (8) hours for responsibilities such as faculty and committee meetings, parent meetings, supervision of student activities, conferences, planning and evaluation, and professional education. All normally scheduled night activities which are scheduled annually or biannually and which require staff attendance will continue as in previous years. If the Administration or faculty desire(s) to increase the number of annual or biannual activities, the school faculty will be consulted and the majority vote will prevail. However, if the principal believes that the activity is required to meet the goals of the school or District, the principal may refer the matter to the Forum for a decision. Principals will work with building staff to establish flexible work hours which may include variations in work day starting and ending times to accommodate the needs of staff.
- D. **Staff Meetings.** Staff meetings are scheduled for the purpose of organization and communication of business that typically cannot be handled through email, departmental or committee structure. Monthly staff meetings, up to two, will be held within the work day to the extent possible. If a staff meeting extends thirty (30) minutes beyond the end of the work day, employees are free to leave the meetings without being subject to discipline or criticism. Employees volunteering to attend or remain at the meeting shall accumulate flextime credit or an equal time basis.

E. **Prorated Workday and Lunch Period.** The school day for teachers employed less than full-time shall be based on an eight hour day including a one-half hour duty free lunch. Each teacher shall have a thirty (30) minute duty-free lunch period to be included as part of the eight (8) hour day. Part-time teachers who work six (6) hours or more will receive a paid duty free lunch. Part-time teachers who work less than six (6) hours will receive a paid break equal to no less than their assigned work time divided by eight, i.e. $(5/8) \times 30$ minutes = at least 18 minute break.

F. **Teacher Preparation Time.**

1. **High School.** Each high school teacher shall have a period of time equal to one (1) continuous teaching period, not to exceed a maximum of fifty (50) minutes per day; or, in the alternative a total of 450 minutes per every two weeks during the student contact day for preparation.

2. **Within Work Days Substituting.** If a teacher is required by the Superintendent or his/her designee to substitute during his/her prep period for a teacher who is required to attend a school sponsored activity or is on a district approved absence, the teacher shall be paid at the rate for extended contract on the extra duty guide. This provision does not apply to those instances when a teacher substitutes in a “professional courtesy” situation for another teacher without requesting payment from the District. The use of “professional courtesy” is to be approved in advance by the school principal or designee. “Professional Courtesy” substituting may not be used to substitute for a teacher absent while fulfilling his/her school, district, or extra-duty responsibilities.

3. **Middle School Teachers.** Silverton Middle School shall have one period of time equal to one (1) continuous teaching period, not to exceed a maximum of fifty (50) minutes per day.

4. **Elementary Teachers.** Elementary teachers shall receive at least 300 minutes per week of uninterrupted preparation time during the work week. At least one block of preparation time shall be no less than thirty (30) minutes, three times per week. Thirty (30) minutes of that time will be during the student contact day. Classroom teachers at a specific school site shall have similar preparation time each day. It is not the District’s intent to reduce elementary preparation time. Changes in preparation times at the elementary or middle schools necessitated by District requirements will be brought to the Forum (See Addendum C). Principals will design schedules or assign staff in such a manner that a teacher can have a restroom break during a four hour period. This restroom break should be scheduled, to the degree possible, so that the break occurs as close to the middle of the four hour block as possible.

5. **Preparation time** shall not be used for travel time between worksites for teachers who are assigned to more than one (1) work site. Travel expenses will be reimbursed. If a teacher loses preparation time because of travel, then the teacher will be reimbursed at their per diem rate.

6. **Beginning of the year in-service meetings and trainings.** Preparation for students at the Silver Falls School District Contract

beginning of the year is very important for teachers. The superintendent or his administrative designees may not require teachers to attend administration-required meetings or district, state, or federally mandated trainings for more than 40% of in-service workdays. LRC teachers, ELD teachers, Title 1 teachers, TAG teachers, and counselors may be required to attend additional meetings which pertain to their assignment.

- G. **New Teachers.** New teachers shall be granted one (1) extra professional day, \$100 to be used in the first three (3) years to attend a professional development opportunity, and an additional budget of \$100 to purchase classroom supplies.
- H. **The Oregon State October In-service Day** will be added for all grade levels. The State in-service day will be used for administrative approved professional development activities (in or out of district) related to district goals or PLC's. Teachers have the option of remaining in-building on State In-service Day to work on activities or tasks as approved by the building administrator.

13. Inclement Weather

- A. **Temporary Closures.** Whenever inclement weather, power outages, heating failures, or other similar unforeseen events cause the temporary closure of any school on a teacher contract day, teacher attendance shall not be required. Teachers will be paid for such a temporary closure day, but agree to make up any such days that are rescheduled by the District. If the Board should determine that lost days need to be made up, it may extend the teacher work year by up to the number of missed days.

- B. **Extension of the School Year.** The Board may extend the school year by the number days equal to the number of days missed or a lesser number of days. Effort will be made to make up missed instructional hours within the board approved calendar.
- C. **Notice.** The School board will notify the Association annually no later than April 15th if it intends to extend the year, including the number of student days to be made up, and the dates. The Association will have a chance to make proposed changes prior to the Board's final action.
- D. **Long Term Closures.** In the event of a long term closure of any school due to a pandemic, natural disaster, civil unrest, or other unforeseen event, the District will non-monetarily fully support any unemployment claims submitted by teachers.

14. Layoff and Recall

- A. **Notification.** Before any decision to lay off teaching staff is finalized, the Board shall notify the Association that a reduction in teaching staff is under consideration. The Association shall have seven (7) days in which to request a meeting with the Board. The meeting shall be for the purpose of reviewing the circumstances which indicated a reduction in force and to discuss possible alternatives thereto. Following the seven-day period and/or the meeting as specified above, the Board shall finalize its decision and provide fourteen (14) days written notification to the affected teachers and the Association.
- B. **Procedure.** The District shall observe all requirements of ORS 342.934.
1. **Seniority, Competence, and Experience.** Teachers will be laid off based upon their experience, competence, and seniority as judged in the context of the anticipated future staffing requirements of the District. The District may retain a less senior over a more senior employee if the less senior employee has greater competence or experience.
 - a. “Seniority” shall be defined as total length of continuous employment with the District. Seniority is not broken but shall not accrue while a teacher is on approved, unpaid leave of absence or while a person is on layoff status.
 - b. “Competence” shall be defined as demonstrated ability to teach at the elementary level or in a secondary subject area. Successful evaluations shall be one indicator of demonstrated ability. A successful evaluation is one in which the teacher is evaluated as at least meeting District standards in the areas for which he or she is evaluated.
 - c. “Experience” shall be defined as the actual amount of time spent teaching the subject or grade level within the last five years, not based solely on being licensed to teach that subject or grade level.
 2. **Seniority Lists.** The seniority list shall be created using the following: employee’s last date of employment figures from the first day on the job. In the event two or more employees working in the same instruction specialties are judged by the District to have equal competence, experience, and equal time of service within the District, the teacher to be retained shall be determined by drawing lots.
 3. **Consideration.** The District may consider a teacher’s willingness to undergo additional training or pursue additional education in deciding upon questions of experience.
- C. **Recall.** In the event a reduction in force has occurred, teachers will be recalled in the reverse order of layoff if licensed and qualified, provided a valid teaching license for the available position is held at the time of recall.
1. **Duration of Recall Rights.** A teacher who is laid off will remain on the layoff list and be eligible for recall for twenty-seven (27) months from the date of layoff. The District shall notify a laid-off employee of a position opening by registered letter, return receipt requested, to his/her address of record as maintained in the employee's personnel file. It shall be the employee’s responsibility to ensure that his or her current address is on file at the time the recall occurs.

2. **Recall Acceptance Time Line.** Teachers will have five (5) calendar days from the receipt, or return by the post office of such notice to notify the District by certified mail in writing of their intent to return within twenty (20) calendar days of the date of such notice from the District. Recalled employees who are required to provide sixty (60) days service by a district employing the teacher subsequent to their layoff from Silver Falls School District, will be granted an extension of up to sixty (60) days to return to work. Twenty-seven (27) months after being laid off and/or failure of the teacher to so respond to a recall notice within the time herein specified shall terminate the teacher's recall rights. A teacher who refuses an offered position on recall shall terminate their recall rights.
3. **Waiver of Recall Rights.** Teachers who wish to waive re-employment rights may do so by written notification to the District.
4. **Reinstatement of Benefits Following Recall.** Employees returning from layoff shall have previously accrued sick leave and seniority reinstated but shall not receive benefits for the period of the layoff.
5. **Placement on Salary Guide Following Recall.** Upon return to active employment, teachers will be placed on the proper step of the salary schedule for their current position according to experience and education. Employees who worked 135 contract days of the school year in which the layoff occurred shall be advanced to the next step of the salary schedule. Employees who worked less than 135 contract days shall be placed on the same step they were on when the layoff occurred.
6. **Insurance During Layoff.** Subject to the rules and regulations of the carrier, teachers may maintain their group insurance coverage at their own expense during the 27-month period following their layoff.
7. **Appeals of Layoff.** As allowed in ORS 342.934(7) the appeal of any aspect of any layoff or recall action or decision taken by the District shall be in accordance with the grievance procedure of this Agreement. The standards to be applied shall be as specified in ORS 342.934(7). All temporary employees are excluded from the provisions of this article.

15. Leave Without Pay

- A. **Leave of Absence.** A leave of absence, without pay, for up to one (1) calendar year may, upon written request, be granted. Petitions for such leave shall be directed to the Superintendent or his/her designee. Employees on leave will notify the District of their intent to return by March 1.
- B. **Benefits.** Employees shall not continue to accrue any benefits during any unpaid leave which exceeds one month's duration. If the leave is for less than a month, the District will pay insurance benefits. If the leave is for more than a month, subject to the rules and regulations of the carrier, employees may maintain their group insurance coverage at their own expense for the duration of such leave. Such leave will not affect the employee's seniority date.
- C. **Parental Leave.** The District will administer parental leave in accordance with FMLA and the Oregon Family Leave Act. Teachers may choose to use any of their sick leave prior to taking an unpaid leave under Federal and State guidelines.
- D. **Unpaid leave** will be calculated based on an employee's assigned full-time equivalent (FTE) status.

16. Leave With Pay

A. Sick Leave.

1. As provided by ORS 342.595, each regular full-time teacher shall accrue ten (10) working days sick leave pay for each school year or one (1) day per month employed, whichever is greater. Unused sick leave shall accumulate without limit. Less than full-time teachers will receive sick leave at their prorated amount.
2. Sick leave may be applied to absence caused by illness or injury of an employee. Sick leave may be used for routine medical, dental, or ocular appointments. One-half day will be granted on no more than two (2) occasions each year. Thereafter routine appointments will be covered by personal leave. The teacher should try to give the District at least 48 hours prior notice of any scheduled appointment. In any instance involving use of a fraction of a day's sick leave, the minimum charge to the employee's sick leave account shall be one (1) hour. Medical, dental, and ocular appointments that relate to an illness or injury are considered part of sick leave. The employee may, at the discretion of the District, be required to furnish a reason issued by a licensed physician or other satisfactory evidence of illness extending beyond five (5) days. Sick leave may be used for care of an "immediate family" member who is ill, injured, or needs assistance.
3. When an employee shall be absent from work due to illness, he/she shall give notice to the Superintendent or the person designated by the Superintendent to receive such notice, no later than the time designated by the Superintendent/Designee of the first day of the illness, or as soon as possible. If the absence is for consecutive days, the Superintendent or his/her designee should be notified of the probable date of return. Employees will refer to the Staff Handbook for guidance in notification of being absent from work and the process for recording that request and securing a substitute.
4. The District shall comply with the state and federal leave laws regarding protected leaves.
5. The employee's sick leave balance shall be available upon request.
6. A teacher returning from illness, whether or not sick leave benefits have been paid, may be required to submit to a medical examination or other medical evaluation at the expense of the Board in order to establish medical fitness for the duties of the position before returning to work.
7. Pursuant to Oregon Statute, sick leave accumulated at another district shall be credited to the newly employed employee's account.
8. The Board will consider requests on a case-by-case basis consistent with Board policy for the donation of sick leave to an employee who has exhausted his or her leave but is still ill or injured. The SFEA members name will only be released with prior permission from the employee.
9. **Emergency Leave.** To accommodate unforeseen emergencies during working hours, a teacher may use one day per year of sick leave. The teacher will submit a written explanation within two (2) days following the leave. The superintendent or his designee

may approve additional days as needed.

- B. **Personal Leave.** At the commencement of each school year, each employee shall be credited with two (2) days of personal leave to be used at such time and for such reasons as deemed appropriate by each individual employee. At the conclusion of the school year, each employee shall be paid \$145.88 for each day of personal leave credited to him/her as provided above but not taken. The following ratios will be used by building principals in determining how many teachers will be granted personal leave to on any one day.
1. **Building ratios:**
 - 1-10 staff - one teacher
 - 11-20 staff - two teachers
 - 21-30 staff - three teachers
 - 31-40 staff - four teachers
 - 41 + staff - five teachersTeachers who do not require substitutes will not be counted in this formula.
 2. Personal leave will not be taken the first or last week of school unless for an emergency or a “once in a lifetime opportunity” as determined by Superintendent or his/her designee.
- C. **Bereavement Leave.** The District will grant up to five (5) days bereavement leave with pay in any one year in each case of death in a teacher’s immediate family, or the teacher’s spouse’s immediate family, defined as: husband, wife, children, father, mother, grandparent, grandchild, brother, sister, step-family members, a person in “loco parentis” of the teacher, or someone residing in the household. One (1) day bereavement leave will be granted on no more than two occasions each year in the case of the death of a friend or a relative who does not fit the above definition of “immediate family.” The Superintendent or designee may approve additional days.
- D. **Military Leave.** Leave for military duty shall be with or without pay as provided for by state and federal statutes.
- E. **Legal.** An employee shall be granted leave with pay for services on a jury provided, however, that compensation paid to such employees for the period of the leave shall be reduced by the amount of the compensation received by the employee for such jury service. Upon being excused from jury services, an employee shall return to complete his/her assignment for the remainder of the regular work day if there is more than half a day of work left. However, if there is less than a half work day left, the teacher is not expected to return to work. The above provision shall also apply to service as a witness in response to a subpoena or other direction by proper authority. Leave identified in this article does not apply when an employee is involved as a litigant for personal reasons or when the employee is a participant in any action against the District unless the District requests or agrees to their participation.
- F. **Leaves During the Working Hours.** Teachers may leave during the workday outside of the student contact day by first obtaining the approval of the building administrator as long as it does not disrupt the performance of job responsibilities (see Article 12 Work Year and Work Day).
- G. **Leave for College Course Work.** Teachers who need to leave early in order to take a late

afternoon college course in order to meet a degree or certification requirement, or which is pertinent to the teacher's current or future teaching assignment, may request early release to the building administrator as long as it does not interfere with job responsibilities.

- H. **Inservice Leave.** The District recognizes the value of inservice activities. A teacher interested in attending activities relating to the statewide inservice day, or any other inservice, should make written request to his or her building administrator. Upon approval, reasonable expenses including travel, fees, and meals will be reimbursed.
- I. **Paid leave and compensation** in lieu of paid leave will be prorated based on an employee's assigned FTE.

17. Job Share

- A. **Definition.** Job Sharing shall be defined as “two staff members voluntarily sharing the responsibilities and benefits of a single position.”
- B. **Job Sharing requests** will be considered on an individual basis and are subject to the District’s approval. Requests will be based upon the following guidelines:
1. The job sharing position is entered into voluntarily by both persons.
 2. Medical benefits, leaves, educational reimbursement and compensation will be prorated based on a job share employees assigned FTE. Current job share teachers who are receiving full insurance benefits will continue to receive full insurance benefits until such time as they no longer job share.
 3. Should one employee be unable to complete the job sharing assignment, all unused fringe benefits and leaves will be transferred to the remaining employee for the remainder of the school year or until another qualified employee will voluntarily job share the position. Full benefits will continue for the grandfathered job share employees if they return to 1/2 time status the following year.
 4. Each teacher’s half-time, full-year work (minimum 135 days) will count one (1) year toward increment status and one (1) year toward seniority.
 5. Each employee shall receive District paid PERS pick-up based upon their individual salaries.
 6. The Principal shall develop schedules, assign duties, provide preparation periods, etc. as if a single person were assigned to the position. It shall be the responsibility of the two parties in conference with the Principal to divide their time so that these arrangements are equitable.
 7. Teachers entering job sharing shall be placed on the salary schedule consistent with their experience and training with the salary to be based on assigned FTE.
 8. Job sharing teachers shall confer with respect to joint lesson planning. Both teachers shall assume responsibility for maintenance of student records, report cards, and the appearance of the classroom.
 9. Job sharing will be evaluated annually to determine renewal.
 10. If one employee discontinues job sharing, the other job-sharing employee must assume the responsibilities of the full-time position for the remainder of the school year, provided the employee was full-time prior to the job share. If an employee was part-time prior to the job share, he/she will fill the full-time position created as a result of the job share partner leaving as a temporary full-time employee until the end of the year, or until another qualified employee voluntarily job shares the position at the discretion of the District.

11. If job sharing is not renewed for the ensuing school year, then the two (2) employees affected may revert to their previous status.
12. Job sharers shall substitute for each other whenever possible. When substituting, they shall be paid their contractual per diem rate.

18. Vacancies and Transfers

- A. It shall be the general practice of the District not to grant transfers after the start of the school year. The start of the school year will be defined as the first student contact day.
- B. **Definitions.**
1. **Opening.** A teaching assignment where the current staff member is leaving or a newly created teaching assignment.
 2. **Vacancy.** Available position for which applications are taken inside and outside the District.
 3. **Assignment.** Teaching position within a building or across buildings.
 4. **Voluntary.** Change in assignment to another building(s) at the employee's request transfer.
 5. **Involuntary.** Change in assignment to another building(s) that the employee did not request transfer.
- C. **Vacancy.** All bargaining unit vacancies will be posted. The District retains the right to determine what positions are vacant after determining building staffing and teaching assignments. The District will post bargaining unit vacancy notices during the summer for teachers who have requested such notices. To access notices during the summer, teachers may call or visit the District Office or check the district website. Copies of postings will be sent to the Association President.
- D. **Voluntary Transfers.** Whenever an opening for a teaching position is available in the District, any presently employed teacher may apply in writing for said position.
1. **Considerations.** Among the considerations when acting on requests for voluntary transfers are:
 - a. Individual qualifications, including meeting the requirements as a highly qualified teacher under federal requirement
 - b. Instructional requirements
 - c. Staff availability
 - d. Program needs
 - e. School goals
 - f. And other considerations determined at the time vacancies are posted.
 2. **Current Employees.** Any presently employed teacher applying for a position shall be granted an interview for that position, provided not more than three (3) in district candidates apply. The District is not required to interview more than three (3) in district candidates, however the District may interview more at its discretion.

3. **District Right to Select.** The District shall retain the right to select the individual it believes to be most qualified for the position, regardless if the person is employed in the District or not.
 4. **Notice of Non-Selection.** In the case that the presently employed teacher is not given the transfer, that teacher shall be notified in writing and given the opportunity to discuss the reasons for the non-selection with the principal or superintendent.
- C. **Involuntary Transfers.** A teacher who is being considered for involuntary transfer to another building will be given the opportunity to discuss the matter with the principal or superintendent prior to the effective date of the transfer.
1. An involuntary transfer shall be made known to the teacher as soon as possible before other staff or the public has been notified.
 2. **Consideration.** Consideration shall be given to the teacher's preferred assignment, including any personal information the teacher may wish to share. Among other considerations of the administration:
 - a. Individual qualifications, including meeting the requirement as a highly qualified teacher under federal requirement
 - b. Instructional requirements
 - c. Staff availability
 - d. Program needs
 - e. School goals
 - f. And other considerations determined at the time an opening is to be filled.
 3. **District Right to Select.** The District shall retain the right to select the individual it believes to be most qualified for the position and assign that person to available positions.
 4. **Preparation Days.** If an involuntary transfer occurs during the school year or within fourteen (14) calendar days of the start of the student school year, the involuntarily transferred teacher will be granted two (2) days of release time to facilitate the transfer or may be paid the equivalent of two (2) days at the substitute rate of pay in lieu of release time. An effort will be made to inform the involuntarily transferred teacher of the new curriculum and building procedures prior to student contact.

19. Class Size

- A. The Administration will develop an administrative regulation or practice that will result in the early identification of potential class size problems, identification of potential solutions, and establishment of a time line for making decisions about modifications in class structure and staffing. In addition, a standing committee shall be established that includes members of the Association for purpose of discussing and considering class size and case load issues that may arise. The committee shall have the authority to make recommendations to the appropriate building administrator or District administrator regarding possible relief of such class size or case load issues.

- B. **An adaptation for departmentalized schools.**
 - 1. Language Arts Teachers whose daily teaching schedule includes four (4) or more Language Arts classes will receive a full day substitute teacher on three (3) occasions per school year to be used for grading and or scoring of student work.

20. Tuition and Professional Development Pool

A. The pool shall be \$50,000 per year for the duration of the 2017-2019 CBA. The district will allocate up to \$32,000 (64%) for tuition reimbursement per year and \$18,000 (36%) to the Professional Development Pool. Any unused funds from the tuition reimbursement pool, as of October 31st, will be reallocated into professional development. Any unencumbered funds from the professional development pool as of June 30th will be reallocated, using the above percentages, into the following school year's pools.

B. Tuition Reimbursement Criteria.

1. Classes that are relevant to a teacher's classroom assignment or anticipated future assignment will be eligible for reimbursement. This may include class work taken as part of a degree program or certified license, provided the degree being pursued is relevant to the employee's classroom teaching assignment.

2. To become eligible for reimbursement the following procedure will be followed:

- a. An application form must be approved by the building principal before the course or class is taken.
- b. The teacher shall provide proof of tuition payment.
- c. The teacher shall provide proof of satisfactory completion of the class(es).

3. Rate of reimbursement will be determined as follows:

- a. The first three (3) hour credits that are submitted by a teacher will be paid in full (not to exceed Western Oregon University rates); the total of such requests is not to exceed the maximum pool amount stated above.
- b. If the pool amount is not sufficient to pay for three (3) credit hours for every teacher that makes such a request, teachers shall be reimbursed on a percentage basis.
- c. Any remaining funds in the tuition reimbursement pool, after all teachers who have made a request have had three (3) hours reimbursed, will be equally dispersed for each additional credit hour submitted.

4. The payment period will be from September 1 to August 31 so that summer classes taken at the end of a school year will be counted in that school year's pool. Reimbursement will be made when evidence of successful completion of an approved class and receipts for tuition are submitted to the District Office for the payment period by October 1 each year.

Evidence of successful completion will be a grade slip or transcript showing a grade of an "A," "B," "C," or a "pass" if the course is a "pass" or "no pass" designation.

5. Teachers in subject matter areas where college course work that is relevant is not readily available may request "tuition" reimbursement prior to registration following the procedures and guidelines described in this Article.

6. A teacher must be continuously employed by the District and not on a non-paid leave of

absence from the time when approval for the course work is requested through the time when reimbursement is made.

7. Part-time teachers who are less than .5 FTE and teachers under temporary contract will not be eligible for tuition reimbursement.
8. A year is defined in this article only as the period between September 1 and the following August 31. Payments will not be made for hours completed during the spring or summer terms if the staff member will not return to the District the ensuing school year. Newly hired teachers are eligible for reimbursement for classes taken after September 1.
9. The District shall pay tuition and books for District required classes and hours required to be taken because of deficiencies noted in evaluation. Materials purchased with District funds remain the property of the Silver Falls School District.
10. If proof of credits justifying a change in columns is not available to the teacher by September 10, but said proof is presented to the Superintendent or his/her designee no later than October 15, appropriate salary adjustments will be made with retroactive effect to the beginning of the school year.
11. Credit Equivalency. Teachers in subject areas where college course work that is relevant is not readily available, may request in advance that the Superintendent or his/her designee recognize equivalent professional development for educational movement on the salary schedule. The Superintendent's decision as to whether any such alternative is counted shall be final and is not subject to the grievance procedure.
12. A teacher who has taken a class(es) and then is laid off shall be allowed tuition reimbursement as any other employee. If the teacher is recalled to Silver Falls School District, but has already signed a contract with another school district and is unable to return to Silver Falls School District, the teacher will be able to collect the tuition reimbursement. However, if the teacher is recalled, and chooses not to return to the District even though the teacher has not signed a contract with another district, then the teacher will not be eligible for the tuition reimbursement.

C. Professional Development Criteria.

1. All Professional Development must be preapproved through an application process. The application is available on the district website.
2. Individual Professional Development requests shall not exceed \$250. Any request exceeding \$250 must be preapproved by the Director of Teaching and Learning.

21. Site Councils

- A. SFEA Employees who serve on a Site Council will be paid on an hourly rate for any time served beyond the regular contract day. Site Council members will be paid at the Supervision rate.
- B. Bargaining unit members who serve on site councils shall be selected by a direct election of their peers in that building.
- C. Any program, plan, or action resulting from a site council shall not violate the collective bargaining agreement.

22. Insurance Benefits

A. District Contribution

For the 2017-18 school year, the District's monthly insurance contribution to active employee plans will be \$1,465.00 for employees taking a low cost/high deductible plan with the inclusion of an HSA, and \$1,175.00 for teachers who choose any other plan, effective October 1, 2017.

For the 2018-19 school year, the District's monthly insurance contribution to active employee plans will be \$1,555.00 for employees taking a lost cost/high deductible plan with the inclusion of an HSA, and \$1,200.00 for teachers who choose any other plan, effective October 1, 2018.

B. **Part Time Pro-ration.** The District will contribute on behalf of each part-time employee (18.75 hours per week or more) insurance premiums based on a pro-ration of the employee's full-time equivalent (FTE x full-time rate). The part-time employee will contribute the balance of the insurance premium through payroll deduction. Teachers under temporary contract for less than 135 continuous contract days will not be eligible for benefits under this article. Current part-time teachers who are receiving full insurance benefits will continue to receive full insurance benefits.

C. Part-time, less than 18.75 hours per week, employees are not eligible for insurance coverage.

D. **Selection of Plans/Riders.** The District and Association shall meet and mutually select an insurance carrier and insurance plan options. Once selected, the carrier(s) and plan options shall not be changed without the agreement of both parties. In the event these plans or riders are eliminated or modified by the carrier(s), a mutually agreed upon plan providing comparable benefits shall be substituted in determining the benefit increases specified.

E. **Section 125 Plan.** All teachers at .3 FTE and above may participate in an IRS Section 125 account by appropriate payroll deductions for any monthly insurance premium co-payment required of the employee. In addition, the plan will include a flexible reimbursement provision, i.e., employees may request pre-taxed payroll deductions to apply toward disability insurance premiums, dependant care costs, prescription drugs and other health care expenses not covered by insurance. The plan administrator will be selected by the District. Current teachers at or above 0.3 FTE who are participating in an IRS Section 125 Plan may continue uninterrupted participation regardless of future FTE level.

F. In the event the amount paid by the District for the purchase of health insurance for each eligible employee is less than the actual cost of that insurance, then each affected employee shall pay the difference through payroll deduction.

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

In spite of any statements in this Agreement to the contrary, nothing shall change the interpretations, meanings, or intent of the provisions of the insurance contracts between the Board and the insurance carriers.

G. **Plan selection** will include one low cost/high deductible plan (currently ODS plan) with the Silver Falls School District Contract

inclusion of an HSA (Health Savings Account) option for all bargaining unit members. The Silver Falls School District agrees to place any bargaining unit member's unspent monthly insurance premium into the employee's HSA. For example, if the district insurance premium benefit is \$1,025 per month and the insurance plan costs \$700 per month, the district will contribute \$325 to the employee's HSA. Above language regarding insurance pooling will still apply to those who are not opting for low cost/high deductible plans with an HSA and those not eligible for an HSA.

- H. **Domestic Eligibility** for domestic partners shall be consistent with State law and the insurance carrier or OEBC rules and regulations.

23. Employee Compensation

- A. **Salary Schedule.** The 2017-18 salary schedule will increase by two and one quarter percent (2.25%) over the salary schedule in effect at the end of the 2016-2017 school year. If during the 2017 legislative session the State Funding Budget is approved at \$8.4 billion, the salary schedule will increase by two and one half percent (2.5%).

The 2018-19 salary schedule will increase by two percent (2.0%) over the salary schedule in effect at the end of the 2017-2018 school year.

- B. **Experience Increments.** All licensed personnel satisfactorily completing one school year (minimum 135 days) of employment are eligible for experience increments and teachers will be entitled to progression toward contract status to the extent permitted by law.

- C. **Teacher Educational Advancement.** Upon the effective date hereof and thereafter, such credit shall only be allowed for course work that is relevant to the employee's classroom assignment. This shall include all course work taken as part of a degree program or certified license provided the degree being pursued is relevant to the employee's classroom teaching assignment. Course work in methods, counseling, and other subjects that can reasonably be expected to improve the teacher's classroom performance shall be approved.

1. **Course Work Verification.** Verification for course work completed prior to September 1st of each year of the contract will be submitted to the District by September 15th to receive appropriate placement on the salary schedule. If an official transcript does not arrive from the college or university by September 15th, the time line may be extended until October 15th. Upon that verification, the teacher shall be placed at the appropriate column and step retroactive to September 1st.
2. The Association and the District agree that all teachers currently under contract with the Silver Falls School District are appropriately placed and these placements are not subject to the grievance procedure and are not subject to further bargaining during the duration of this Agreement.

- D. **Payroll.** The District shall pay staff on the twenty-fifth day of the month. If the 25th falls on a week-end or holiday, the paycheck will be issued on the Friday prior to the 25th. In November of each year, payday will be the Wednesday before Thanksgiving or the 25th, whichever is earlier.

- E. **PERS Pickup.** For the life of this Agreement, the District will continue to pick up (pay) the employee contribution (up to 6%) towards PERS and Oregon Public Service Retirement Plan (OPSRP).

- F. **Mileage.** If an employee is directed to use the employee's own vehicle, the employee will be reimbursed for travel expenses at the District Approved mileage rate.

- G. **Extra Pay for Extra Duty.** The Extra Duty Salary Schedule listing stipends for extra assignments such as athletic coaching is by this reference incorporated into this Agreement (See Addendum B). Employees assigned responsibilities beyond a normal extension of the teaching day shall receive compensation at the following hourly rates:

| | 2017-2018 | 2018-2019 |
|-------------------|-----------|-----------|
| Supervision | 18.10 | 18.45 |
| Extended Contract | 23.90 | 24.40 |

Supervision activities for which a teacher may be compensated are limited to school-sponsored dances, music concerts, and athletic events where attendance is required after the normal working day by a Principal or the Superintendent. All District staff may participate in extra duty at all the schools with a Principal's approval. The Building Principal shall schedule the activities, assign staff, and report hours worked. This rate shall be paid for an extra duty performed after the ratification of this contract.

- H. **Extended Contract Salary.** Teachers may be employed for periods of time outside of the regular contract. This rate shall be paid for all work performed after the ratification of this contract. This article applies to, but is not limited to, teachers developing curriculum, acting as a team leader media service or similar activities. Counselors shall either be paid their per diem rate of pay or given trade time for time required outside of the regular contract year (selection of either option is at the discretion of the Building Principal). All extended contract work must be approved in advance by the Building Principal. Teachers working in district sponsored summer schools will be paid at the extended contract rate.
- I. **Part-Time Teachers.** Part-time teachers required to attend District or school inservice activities and parent conferences will receive an hourly rate of pay for those hours that exceed the normal number of work hours in their work day. These hours must be approved in advance by the school Principal. The rate of pay for eight hours of work shall be 1/192nd of the employee's salary.
- J. **Extended Season.** The number of coaches designated in the following sports will receive an additional 2% of their stipend for each additional week a high school team or individual competitors qualify for the OSAA-sanctioned state playoffs.

Silverton High School

Team Sports:

- Football - Head Coach plus three Assistants
- Girls' Soccer - Head Coach plus JV Coach
- Boys' Soccer - Head Coach plus JV Coach
- Volleyball - Head Coach plus JV Coach
- Girls' Basketball - Head Coach plus one Assistant
- Boys' Basketball - Head Coach plus one Assistant
- Girls' Softball - Head Coach plus one Assistant
- Boys' Baseball - Head Coach plus one Assistant
- Girls' Golf - Head Coach only
- Boys' Golf - Head Coach only
- Dance Team - Head Coach only
- Band - Director only
- Pep Band - Director only (when required presence at play-off games)
- Choir - Director only

Individual Sports:

One to four students qualify for state - Head Coach only

Five or more students qualify for state - Head Coach plus one Assistant

Wrestling

Boy's Track

Girl's Track

Cross County

Golf

Swimming

Tennis

Speech

- K. **National Board Certification.** Teachers who have earned their National Board Certification will receive a onetime bonus of \$1,000 by June 30th of the year in which they show proof of such certification.

24. Early Retirement

Former employees of Scotts Mills, Silver Crest, and Silverton Elementary who have worked ten (10) consecutive years in the named Districts as of July 1, 1997 will retain their early retirement benefit as follows:

Former Scotts Mills Employees Who Qualify.

- A. An employee who has completed fifteen (15) years of service with the District and is at least 60 and not more than 63 years of age shall have the option of an early retirement program which will provide the employee a stipend of \$350 per month with an obligation of ten (10) days of professional service each year as directed by District. Such payments terminate after twenty-four (24) months.
- B. An employee exercising this option must give written notice thereof to the District Office no later than sixty (60) days prior to his/her retirement date. Retirees may use their stipends to purchase insurance through the group program.

Former Silver Crest Employees Who Qualify.

- A. After ten (10) years experience in the District, and when a teacher reaches the age of 58, the District shall offer the option of early retirement with compensation for four (4) years, or until the age of 62, whichever comes first.
- B. The compensation will provide monthly payments of \$350 for providing the District with up to ten (10) days or eighty (80) hours of service per year. The teacher may, if possible, choose to provide all service obligations in the first year of retirement. The teacher may work more than eighty (80) hours per year for the District; however, for hours beyond eighty (80), the teacher will be paid regular substitute teacher rate. A portion of the stipend may be used to purchase insurance through the District's insurance programs.
- C. The teacher must possess a current teaching certificate and be willing to accept tasks compatible with the certificate assigned by the District.

Former Silverton Elementary Employees Who Qualify.

- A. After ten (10) years experience in the District, and when a teacher reaches the age of 58, the District shall offer the option of early retirement with compensation for four (4) years, or until the age of 62, whichever comes first.
- B. The compensation will provide monthly payments of \$400 for providing the District with up to ten (10) or eighty (80) hours of service per year. The teacher may, if possible, choose to provide all service obligations in the first year of retirement. The teacher may work more than eighty (80) hours per year for the District; however, for hours beyond eighty (80), the teacher will be paid regular substitute teacher rate. A portion of the stipend may be used to purchase insurance through the District's insurance programs.
- C. The teacher must possess a current teaching certificate and be willing to accept tasks compatible with the certificate assigned by the District.

- D. The District requires sixty (60) days written notice prior to the effective date of the early retirement.
- E. The teacher may choose not to provide the service, in which case an amount equal to the substitute pay rate times the number of service days unfulfilled will be subtracted from the stipend payment during that year.
- F. The early retirement benefits of this Article shall be available only to teachers who were permanent teachers in the District in 1987-88 and have remained continuously employed by the District since that date.

25. Status of the Agreement

- A. **Savings Clause.** Should any Article, Clause or Provision of this Agreement be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such Article, Clause or Provision shall not invalidate the remaining portions thereof, and such remaining portions shall remain in force and effect for the duration of this Agreement. Should any Article, Clause or Provision of this Agreement be declared illegal, the parties may enter into discussion for a replacement Article, Clause or Provision upon written request by either party.
- B. **Individual Contracts.** Where the individual employee contract or District policy is in conflict with the provisions of this Agreement, the provisions of this Agreement shall govern.
- C. **Reopening, Interim Bargaining.** If the contract is reopened as a result of Article A, either party will notify the other party in writing and the parties agree bargaining will commence no later than fourteen (14) calendar days after the notice has been given to the other party. Bargaining under the provisions of this article will be conducted in accord with the “Expedited bargaining process” as defined in the public Employees’ Collective Bargaining law ORS 243.698.

26. Term of Agreement

- A. **Duration.** The duration of this Agreement shall be from July 1, 2017 until June 30, 2019. The Agreement will expire on June 30, 2020 at 12 midnight.
- B. **Expiration.** Increases in insurance and salary, including incremental steps, will not be awarded following the expiration of this Agreement until such time as a successor Agreement is ratified by the Association and School Board. Insurance and increment increases will be awarded after ratification by the Association and School Board in compliance with the successor Agreement.
- C. **Zipper Clause.** The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right to make demands and proposals with respect to any subject or 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. Therefore, the Board and the Association for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter covered by this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Board's direction and control; however, the Board recognizes its statutory obligation to notify the Association and to bargain, upon request, any unilateral change in a mandatory subject under ORS 243.698.

Association President Date

School Board Chair Date

Mid-Valley Bargaining Council Date

Superintendent Date

[Type text]

**ADDENDUM A
2017-2018 SALARY SCHEDULE**

| | | | BA60 | BA90 | BA120 |
|--------------------|------------------|--------------------|------------------|--------------------|------------------------|
| <u>STEP</u> | <u>BA</u> | <u>BA30</u> | <u>MA</u> | <u>MA24</u> | <u>MA45/PHD</u> |
| 0 | 36,619 | 38,610 | 39,736 | 39,736 | 39,736 |
| 1 | 37,890 | 40,076 | 41,166 | 41,166 | 41,166 |
| 2 | 39,161 | 42,372 | 42,602 | 42,602 | 42,602 |
| 3 | 40,430 | 42,970 | 44,036 | 45,842 | 46,953 |
| 4 | 41,700 | 44,474 | 45,468 | 47,386 | 48,497 |
| 5 | 42,969 | 45,940 | 46,900 | 48,929 | 50,041 |
| 6 | 44,237 | 47,404 | 48,335 | 50,474 | 51,587 |
| 7 | 45,507 | 48,872 | 49,768 | 52,020 | 53,131 |
| 8 | 46,776 | 50,335 | 51,202 | 53,561 | 54,674 |
| 9 | 48,046 | 51,804 | 52,634 | 55,110 | 56,220 |
| 10 | 49,316 | 53,267 | 54,067 | 56,651 | 57,763 |
| 11 | | 54,735 | 55,498 | 58,198 | 59,308 |
| 12 | | 56,201 | 56,934 | 59,742 | 60,854 |
| 13 | | 57,667 | 58,364 | 61,285 | 62,398 |
| 14 | | 59,132 | 59,797 | 62,830 | 63,942 |
| 15 | | | 61,233 | 64,373 | 65,486 |
| 16 | | | 62,666 | 65,915 | 67,028 |
| 17 | | | 64,098 | 67,461 | 68,574 |
| 18 | | | | 69,004 | 70,118 |

[Type text]

2018-2019 SALARY SCHEDULE

| | | | BA60 | BA90 | BA120 |
|--------------------|------------------|--------------------|------------------|--------------------|------------------------|
| <u>STEP</u> | <u>BA</u> | <u>BA30</u> | <u>MA</u> | <u>MA24</u> | <u>MA45/PHD</u> |
| 0 | 37,351 | 39,382 | 40,531 | 40,531 | 40,531 |
| 1 | 38,648 | 40,878 | 41,989 | 41,989 | 41,989 |
| 2 | 39,944 | 43,219 | 43,454 | 43,454 | 43,454 |
| 3 | 41,239 | 43,829 | 44,917 | 46,759 | 47,892 |
| 4 | 42,534 | 45,363 | 46,377 | 48,334 | 49,467 |
| 5 | 43,828 | 46,859 | 47,838 | 49,908 | 51,042 |
| 6 | 45,122 | 48,352 | 49,302 | 51,483 | 52,619 |
| 7 | 46,417 | 49,849 | 50,763 | 53,060 | 54,194 |
| 8 | 47,712 | 51,342 | 52,226 | 54,632 | 55,767 |
| 9 | 49,007 | 52,840 | 53,687 | 56,212 | 57,344 |
| 10 | 50,302 | 54,332 | 55,148 | 57,784 | 58,918 |
| 11 | | 55,830 | 56,608 | 59,362 | 60,494 |
| 12 | | 57,325 | 58,073 | 60,937 | 62,071 |
| 13 | | 58,820 | 59,531 | 62,511 | 63,646 |
| 14 | | 60,315 | 60,993 | 64,087 | 65,221 |
| 15 | | | 62,458 | 65,660 | 66,796 |
| 16 | | | 63,919 | 67,233 | 68,369 |
| 17 | | | 65,380 | 68,810 | 69,945 |
| 18 | | | | 70,384 | 71,520 |

[Type text]

ADDENDUM B
SILVER FALLS SCHOOL DISTRICT 4J EXTRA DUTY SALARY SCHEDULE
2017-2018

| Level One - Team Sports | 0-3 years exp. | 4-7 years | 8+ years |
|--------------------------------|-----------------------|------------------|-----------------|
| Head Football | \$5214 | \$5617 | \$6199 |
| Head Wrestling | | | |
| Head Basketball | | | |
| Head Track | | | |
| Head Baseball | | | |
| Head Softball | | | |
| Head Volleyball | | | |
| Head Soccer | | | |

**Expectation for above coaches to run an off season program*

| Level Two - Team Sports | 0-3 years exp. | 4-7 years | 8+ years |
|------------------------------------|-----------------------|------------------|-----------------|
| High School Vocal Music | \$4295 | \$4741 | \$5105 |
| High School Speech | | | |
| High School Instrumental Music | | | |
| High School Marching Band/Pep Band | | | |
| High School Head Drama | | | |
| High School FFA Advisor | | | |
| High School Dance | | | |

| Level Three | 0-3 years exp. | 4-7 years | 8+ years |
|--|-----------------------|------------------|-----------------|
| Head Cross Country | \$3579 | \$3951 | \$4255 |
| Head Tennis | | | |
| Head Golf | | | |
| Head Swimming | | | |
| HS Assistant Football | | | |
| HS Assistant Basketball | | | |
| HS Assistant Wrestling | | | |
| HS Assistant Volleyball | | | |
| HS Assistant Baseball | | | |
| HS Assistant Softball | | | |
| HS Assistant Soccer | | | |
| Robotics (11 week coaching equivalent) | | | |

| Level Four | 0-3 years exp. | 4-7 years | 8+ years |
|----------------------------|-----------------------|------------------|-----------------|
| HS Assistant Cross Country | \$3170 | \$3499 | \$3768 |
| HS Drum Line Director | | | |
| High School Cheerleading | | | |

[Type text]

HS Assistant Track
HS Assistant Swimming

| Level five | 0-3 years exp. | 4-7 years | 8+ years |
|-------------------|-----------------------|------------------|-----------------|
| Head Teacher | \$3152 | \$4708 | \$4974 |

| Level Six | 0-3 years exp. | 4-7 years | 8+ years |
|------------------|-----------------------|------------------|-----------------|
| HS Dept. Chairs | \$1985 | \$2191 | \$2360 |

| Level Seven | 0-3 years exp. | 4-7 years | 8+ years |
|--------------------------------|-----------------------|------------------|-----------------|
| Mark Twain/Butte Creek Coaches | \$1912 | \$2111 | \$2273 |
| HS Assistant Speech | | | |

| Level Eight | 0-3 years exp. | 4-7 years | 8+ years |
|----------------------------------|-----------------------|------------------|-----------------|
| K-8 Athletic Director | \$1227 | \$1355 | \$1702 |
| K-8 Coaches | | | |
| HS FBLA Director | | | |
| HS Junior Class Advisor | | | |
| K-12 Annual Advisor | | | |
| Middle School Band | | | |
| Middle School Choir | | | |
| Special Education Licensed Staff | | | |

| Level Nine | 0-3 years exp. | 4-7 years | 8+ years |
|---------------------------------|-----------------------|------------------|-----------------|
| Battle Of The Books Coordinator | \$511 | \$537 | \$562 |
| NHS Advisor | | | |

| Level Ten | 0-3 years exp. | 4-7 years | 8+ years |
|---------------------------------|-----------------------|------------------|-----------------|
| K-8 Choir/Drama/Band Specialist | \$102 | \$113 | \$1222 |
| Per Evening Performance | | | |

[Type text]

ADDENDUM B
SILVER FALLS SCHOOL DISTRICT 4J EXTRA DUTY SALARY SCHEDULE
2018-2019

| Level One - Team Sports | 0-3 years exp. | 4-7 years | 8+ years |
|--------------------------------|-----------------------|------------------|-----------------|
| Head Football | \$5318 | \$5742 | \$6424 |
| Head Wrestling | | | |
| Head Basketball | | | |
| Head Track | | | |
| Head Baseball | | | |
| Head Softball | | | |
| Head Volleyball | | | |
| Head Soccer | | | |

**Expectation for above coaches to run an off season program*

| Level Two - Team Sports | 0-3 years exp. | 4-7 years | 8+ years |
|------------------------------------|-----------------------|------------------|-----------------|
| High School Vocal Music | \$4380 | \$4835 | \$5308 |
| High School Speech | | | |
| High School Instrumental Music | | | |
| High School Marching Band/Pep Band | | | |
| High School Head Drama | | | |
| High School FFA Advisor | | | |
| High School Dance | | | |

| Level Three | 0-3 years exp. | 4-7 years | 8+ years |
|--|-----------------------|------------------|-----------------|
| Head Cross Country | \$3651 | \$4029 | \$4339 |
| Head Tennis | | | |
| Head Golf | | | |
| Head Swimming | | | |
| HS Assistant Football | | | |
| HS Assistant Basketball | | | |
| HS Assistant Wrestling | | | |
| HS Assistant Volleyball | | | |
| HS Assistant Baseball | | | |
| HS Assistant Softball | | | |
| HS Assistant Soccer | | | |
| Robotics (11 week coaching equivalent) | | | |

| Level Four | 0-3 years exp. | 4-7 years | 8+ years |
|----------------------------|-----------------------|------------------|-----------------|
| HS Assistant Cross Country | \$3233 | \$3569 | \$3843 |

[Type text]

HS Drum Line Director
High School Cheerleading
HS Assistant Track
HS Assistant Swimming

| Level five | 0-3 years exp. | 4-7 years | 8+ years |
|-------------------|-----------------------|------------------|-----------------|
| Head Teacher | \$3152 | \$4707 | \$4974 |

| Level Six | 0-3 years exp. | 4-7 years | 8+ years |
|------------------|-----------------------|------------------|-----------------|
| HS Dept. Chairs | \$1985 | \$2191 | \$2359 |

| Level Seven | 0-3 years exp. | 4-7 years | 8+ years |
|--------------------------------|-----------------------|------------------|-----------------|
| Mark Twain/Butte Creek Coaches | \$1912 | \$2110 | \$2373 |
| HS Assistant Speech | | | |

| Level Eight | 0-3 years exp. | 4-7 years | 8+ years |
|----------------------------------|-----------------------|------------------|-----------------|
| K-8 Athletic Director | \$1227 | \$1355 | \$1701 |
| K-8 Coaches | | | |
| HS FBLA Director | | | |
| HS Junior Class Advisor | | | |
| K-12 Annual Advisor | | | |
| Middle School Band | | | |
| Middle School Choir | | | |
| Special Education Licensed Staff | | | |

| Level Nine | 0-3 years exp. | 4-7 years | 8+ years |
|---------------------------------|-----------------------|------------------|-----------------|
| Battle Of The Books Coordinator | \$511 | \$537 | \$562 |

| Level Ten | 0-3 years exp. | 4-7 years | 8+ years |
|---------------------------------|-----------------------|------------------|-----------------|
| K-8 Choir/Drama/Band Specialist | \$102 | \$112 | \$121 |
| Per Evening Performance | | | |

[Type text]

ADDENDUM C

The District/Association Forum will be reinstated once negotiations have been concluded. Teacher representatives will be appointed by the Association. The number of Association representatives will be equal to the number of building principals. District representatives shall be selected by the District. The Forum will meet on a monthly basis with a format similar to previous SFEA Forum. The Forum will address issues not covered by the collective bargaining agreement including past practices not covered by the agreement. Any decisions over continuation of past practices, not part of the collective bargaining agreement, will be determined by the Superintendent.

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MEMORANDUM OF UNDERSTANDING
2016-2020 School Year

The Silver Falls School District (“District”) and the Silver Falls Education Association (“Association”) hereby agree that the following article will be addressed during the 2016-2020 school year, to include annual review by both groups. Any use of the word “teacher” is defined in Article 1 of the current Collective Bargaining Agreement.

1. Article 23. Employee Compensation

With this memorandum the Silver Falls School District and the Silver Falls Education Association commit to continuation of the collaborative development and implementation of a new professional compensation and salary advancement schedule (referred to hereafter as PEER Compensation Model) for educators entering the profession. The PEER Compensation Model is designed to incorporate the core values of the SFSD to align more closely with professional development and experiences that correlate to teacher effectiveness.

This Memorandum of Understanding is established to address the continuing design process, establish parameters for implementation, and identify mechanisms for termination of this work if determined necessary by the parties. It is expected that subsequent modifications to this MOU will be necessary as key design features are added and amended throughout the next four years. Conditions will be added or removed based upon mutual agreement of both parties.

For 2016-2020 school years the PEER Compensation Model will be an “opt-in” option for interested SFSD teachers.

The four-year implementation period will allow for thoughtful assessments of the Compensation Model. The District and Association are committed to a collaborative design and review process. Teachers will comprise majority membership on the Creative Compensation Committee.

The parties commit to the following conditions for the MOU:

1. The parties agree to a four-year design and implementation process, recognizing that additional work and agreements will be required prior to finalization of the specific criteria for advancement in all lanes.
2. Any teacher in the SFSD can opt into the PEER model during the open enrolment period.
3. At the end of the pilot year (2016-2017) any teacher on the PEER model can change his/her mind and return to the current pay scale with-out lost wages. The teacher will remain on their current step until such time as their pay matches their new step. The teacher will not lose a year of experience. All other teachers choosing to opt in must remain on the PEER model until the end of the MOU.
4. The PEER Compensation Model will be implemented parallel to the existing salary schedule structure, and the existing schedule will apply to all employees who do not opt in to the new model. The PEER model will not modify the existing Collective Bargaining Agreement in terms of salary, benefits, or working conditions established therein. In subsequent years, any cost of living adjustment applied to the existing salary schedule will also be applied to the new compensation schedule.
5. Advancement criteria and processes around any element of the plan will be defined in the PEER Handbook. The criteria will be reviewed by the District and Association annually. Modifications to this MOU may be necessary as key design features are added and amended throughout the next four years. Conditions will be added or removed based upon mutual agreement of both parties. Collective bargaining may result in amendments to this agreement.
6. The PEER model incorporates specific criteria for step and level advancement. While both parties affirm that the primary purpose of teacher evaluation is to promote professional growth and teaching excellence based upon predetermined rubrics, the parties acknowledge that a teacher on a Plan of Assistance would not be eligible for advancement.

