

PROFESSIONAL AGREEMENT
between
RAINIER SCHOOL DISTRICT #13
and
RAINIER EDUCATION ASSOCIATION

July 1, 2021-June 30, 2024

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PREAMBLE

This AGREEMENT entered into by and between the RAINIER EDUCATION ASSOCIATION, hereinafter called the "Association", affiliated with the Oregon Education Association, and the RAINIER SCHOOL DISTRICT NO. 13, COLUMBIA COUNTY, OREGON, hereinafter called the "Board" or "District".

ARTICLE 1 - RECOGNITION AND STATUS OF AGREEMENT

- A. The Board recognizes the Association as the exclusive bargaining representative for all full time or regular part time licensed employees and the nurse employed by the District exclusive of substitute employees, retirees, supervisors and administrators or any other person engaged in direct administration and supervision of professional employees and temporary licensed employees except as provided herein.

Non-PERS paying retirees who are rehired shall be considered members of the bargaining unit. They shall be eligible for one paid sick leave day per month. All other rights and guarantees of the negotiated agreement shall apply except for Article 9- Layoff/Recall, Article 10-Leaves of Absence, Article 11-Tuition Reimbursement.

- B. **Temporary Employee.** Any employee who has been employed to fill a position designated as temporary or experimental or to fill a vacancy which occurs after the opening of school because of unanticipated enrollment or because of the death, disability, retirement (except as specifically set forth below), resignation or dismissal of a contract or probationary employee, or for an employee on approved leave of absence.

Temporary employees working between one and 60 consecutive work days in the same position will not be considered part of the Rainier Education Association bargaining unit. Beginning day 61, temporary employees will be considered a member of the Rainier Education Association bargaining unit for all aspects of this Agreement, excluding unpaid leaves.

For the purpose of this definition, "days" shall mean working days.

- C. **Duration of Agreement.** This Agreement and any Letters of Understanding shall be effective as of July 1, 2021 and shall continue in effect until June 30, 2024. All terms and conditions shall terminate on the date indicated subject to the District's obligation to maintain the status quo under ORS 243.712(2)(d).
- D. This Agreement is subject to amendment, alteration or additions only by a subsequent written agreement between and executed by the District and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.
- E. The intent of this Agreement is to set forth and record herein the basic agreement between the parties on those matters pertaining to wages, hours and conditions of employment for those employees who are included within the Association's bargaining unit.

The representatives of the Association, the Board, and Supervisory Personnel shall meet two times each year of the contract to discuss concerns related to employment in the District. The president of REA and the superintendent shall jointly prepare an agenda which shall be mailed to

the officers of REA, the Board, administrators and supervisors at least one week prior to each meeting date. The purpose of these meetings is to facilitate communication between the Board and the Association. It is not for the purpose of bargaining or changing District policies.

Prior to the adoption by the Board of any new or revised policies affecting wages, hours or conditions of employment, the superintendent shall notify the president and president-elect of the Association by providing them with a copy of the board agenda and a copy of the proposed policy changes.

- F. **Separability.** In the event any words or sections of this Agreement are declared to be invalid by any court of competent jurisdiction, by Employment Relations Board ruling, by arbitration, by statute, or constitutional amendment, or by inability of the employer or the employees to perform to the terms of this Agreement, then upon request by either party, the invalid words or section of this Agreement shall be reopened for negotiations under the provisions of ORS 243.698.
- G. The Association will be responsible for acquainting new employees with the availability of membership in the Association. The District will be responsible for informing new employees of conditions of employment in the District.

There shall be two signed copies of the final Agreement for the purpose of records. One shall be retained by the District and one by the Association. Within six weeks following final ratification of this Agreement by both parties, the Board and Association agree to post both the contract and salary schedule on the web site.

- H. **Administrative Intern.** Any member who is enrolled in an administrative program may request permission to complete an internship in the District, and/or may request a one year leave of absence from a unit position to take an administrative intern position, without loss of seniority. While fulfilling duties as a licensed teacher, the intern shall be considered a member of the bargaining unit.

ARTICLE 2 - NEGOTIATIONS PROCEDURE

The District and the Association will meet by January 31 in the last year of the Agreement to determine the method of bargaining to be employed and the date to begin the process.

ARTICLE 3 - DISTRICT RIGHTS

- A. The School Board on its own behalf and on behalf of the electors of the District hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, responsibilities and obligations conferred upon and vested in it to operate and manage the school system and its programs, facilities, properties and activities of its employees, during the performance of their assigned duties, in the service of the school district, by the Constitution and laws of the State of Oregon, its judicial decisions and its executive orders, the United States Constitution and its laws, judicial decisions and executive orders, and the will of the local District voters as expressed at the polls.
- B. Without limiting the statements contained in the foregoing section, it is expressly recognized that the District's operational and managerial authority, responsibility and accountability includes, but is not limited to the following statements:

1. The determination of the management, supervisor or administrative organization of each school or facility in the District; the selection of the employees for, and promotion to management, supervisory or administrative positions; the right of such designated employees to perform the inherent management, supervisory or administrative functions and directives of the District.
2. The determination of the financial policy and procedures of the District, including all general accounting procedures, inventories of supplies and equipment procedures. The right to enforce rules and regulations now in effect and to establish new rules and regulations not in conflict with this Agreement, subject to the District's obligation to bargain as set forth in state law. The right to inform the public and all the District's employees on any and all matters pertaining to the District, except as specifically prohibited by state law or this Agreement.
3. The determination of safety, health, welfare and emergency protection measures applicable to people or property where the legal or public responsibility of the District or other governmental unit is involved. To protect personal and constitutional rights of students, employees, school officials and that of the general public.
4. The determination and use and control over all District property and facilities. The right to protect, preserve and maintain all District property and facilities. The right to determine the location of District property and facilities. The right to establish new facilities, to relocate or close any District facilities. The right to acquire or dispose of property and facilities.
5. The determination of the size of the working force, the allocation and assignment of work to employees, the determination of policies affecting the selection of employees, and the establishment of quality standards and judgment of employee performance. The direction and arrangement of all the working forces in the District, including the right to hire, suspend, discipline, transfer or discharge employees; to temporarily relieve employees from duty. The creation, combination, modification or elimination of position deemed advisable by the District
6. The determination of the layout and equipment to be used and the right to plan, direct and control school activities. The determination of the processes, techniques, methods and means of teaching and subjects to be taught. The right to establish and revise the school calendar, establish hours of employment to schedule classes and assign workloads, and to select textbooks, teaching aids and materials. The right to make assignments for all programs of an extracurricular, co-curricular, student activity or athletic program. The district will make every effort to keep class sizes and daily students taught at the following levels while attempting to maintain equitable distribution of special education, 504, and behaviorally challenged students, and all other students:

Elementary:

Grades K-2: 25

Grades 3-6: 30

Jr/Sr High: Daily limit of 180 students

These numbers are recommended targets only. Concerns regarding these targets will be solved at the building level. The exercise of the rights expressed in this section are subject to the District's obligation to bargain over such matters as set forth in state law.

7. The right to review, study and achieve improved teaching methods, plans, programs, projects, curriculum and innovative means to improve schools and education and the training of students. The District shall continue to participate, when and where feasible and practicable, with governmental units and agencies (local, state or federal) in such improvements and innovative means as it deems necessary to accomplish the improved qualities of education.
- C. The foregoing functions of the Board shall not be considered to exclude other functions of the Board not specifically set forth; the Board retains all functions and rights to act not specifically limited or nullified by this Agreement.
- D. The exercise of the foregoing powers, right, authority, duties, responsibilities and obligations of 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 the District's obligation to bargain under the provisions of state law, 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, judicial decisions, executive orders and the will of the state electorate and that of the school district as expressed at the polls.

ARTICLE 4 - GRIEVANCE PROCEDURES

Section I – Objective

The District and the Association recognize the need to provide for the orderly resolution of any grievance arising out of an alleged violation of a provision of this agreement, or misinterpretation of school district policies or administrative rules and regulations.

Section II - Definitions

- A. "Grievance" shall mean a complaint by an employee or group of employees that there has been to him/her or them a violation or inequitable application of any provision of this agreement. Any grievance alleging inequitable treatment shall be processed through Level III: School Board.
- B. "Grievant" is the person or persons who has/have the grievance and is/are presenting the complaint.
- C. "Party in Interest" is either the person or persons making the complaint or the person or persons against whom the complaint is made.
- D. "Consultant" is the one who advises either party in interest.
- E. "Representative" is the one who may speak for and/or advise a party in interest.
- F. "Immediate Supervisor" is the one who has direct administrative responsibilities over the grievant in the areas of grievance as stated by the Board. At times when the grievance is in direct

response to the Superintendent's action, the grievance shall be processed at the Superintendent level, implementing the timelines of the informal and formal process as described in Level I.

- G. "Days" when used in this article shall, except where otherwise indicated, means the grievant's working days, except when grievances occur during the summer and "days" shall mean the District business days.
- H. "Association" is any organization representing the licensed personnel which has been elected by a majority vote of the respective employees.

Section III - General Procedures

- A. These procedures should be processed as rapidly as possible; the number of days indicated for settlement or appeal at each level should be considered a maximum. Time limits will not be extended except by mutual agreement of the parties involved at any level of the procedures.
- B. All parties should attempt to complete the procedures by the end of the school year. The parties shall make an effort to shorten the number of days provided at the various steps in order to finish by the end of the school year and avoid, if possible, carrying the process into the summer vacation period or the following school year.
- C. All parties in interest have a right to consultants or Association representatives of their own choosing at each level of these grievance procedures.
- D. There shall be no restraint, interference, discrimination or reprisal exerted on any employee choosing to use these procedures for resolution of grievance.
- E. Failure at any level of this procedure by the grievant to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. Failure at any level of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next level.
- F. All documents, communications and records of a grievance will be filed in the school district office separately from the personnel files. References to the records, such as a summary, should be placed in the appropriate personnel file(s).
- G. Forms for processing grievance shall be prepared by the Superintendent or his designated representative in cooperation with the Association and will be printed and given appropriate distribution by the parties so as to facilitate operation of the grievance procedure.
- H. If any member of an Association's grievance committee is a party in interest to any grievance, he/she should not serve as the Association's representative in the processing of such grievance.
- I. An effort will be made by all parties to avoid the unnecessary involvement of students in the grievance procedure. In the course of investigating any grievance, representatives of either party in interest who need to contact a student during school hours will follow District policy regarding such involvement.
- J. An effort will be made by all parties to avoid interruption of classroom and/or any other school-sponsored activities.

- K. All parties in interest will process grievance after the regular workday or at other times which do not interfere with assigned duties.
- L. Each grievance shall have to be initiated within fifteen days after the occurrence of the cause for the complaint. However, if the grievant did not become aware of the occurrence until a later date, then he/she must initiate action within 15 days following first knowledge or when the grievance should have known of the cause. In failing to thus initiate action, he/she may be considered to have waived the right to pursue his/her grievance.

Section IV - Levels of Grievance

Level I: Informal and Formal Grievance Level

Informal

The grievant will first discuss his/her grievance with the principal or immediate supervisor, either individually or through the school grievance representative or accompanied by a representative, with the objective of resolving the matter informally. The grievant must initiate the informal step within fifteen (15) days following an act or condition which is the basis of the complaint, or within fifteen (15) days of first knowledge of such act or condition. The supervisor will render a decision within seven working days of the informal meeting.

Formal

If the grievant is not satisfied with the disposition of his grievance, the grievant may file a written grievance with his immediate supervisor (who has administrative authority to act) within seven working days following the receipt of the supervisor's disposition at the informal level, or if no disposition is received, within seven working days following the informal meeting with the supervisor. This complaint shall set forth the grounds upon which the complaint is based, the article of the contract that has allegedly been violated, and the reasons why the grievant considers the decision rendered is unacceptable. The immediate supervisor shall communicate his/her decision in writing to the grievant within seven working days of receipt of the written grievance.

If the grievant is not satisfied with the decision of the immediate supervisor, he/she may file a written appeal with the Superintendent within seven days from the receipt of the immediate supervisor's decision. The appeal shall state the grievant's reasons for appealing the decision of the immediate supervisor, the original grievance form, and the request to appeal to Level II.

Level II: Appeal to Superintendent

Appeals to the Superintendent or his representative shall be heard by the Superintendent or his representative within seven working days of receipt of the appeal. Written notice of the time and place of the hearing shall be given five days prior thereto to the grievant, or his/her representative.

Attendance at the hearing of the appeal shall be restricted to persons officially involved. Parties in interest may elect to call witnesses who shall appear individually at the hearing.

Within seven working days of hearing the appeal, the Superintendent or his representative shall communicate to the grievant and all other parties officially present at the hearing his written decision, which shall include supporting reasons therefore.

If the grievant is not satisfied with the decision of the Superintendent, he may file a written appeal with the Superintendent within seven days from the receipt of the Superintendent's decision. The appeal shall state the grievant's reasons for appealing the decision of the Superintendent and request appeal to Level III.

Level III: Appeal to the Board of Directors

Within 15 working days of receipt of the appeal, the Board of Directors will notify all official parties of a hearing to be held at the next regularly scheduled Board meeting that is at least seven days from the date of appeal, or a special meeting called by the Board within seven days from the date of appeal. The Board of Directors shall hear arguments of the grievant and the Superintendent. At the request of the grievant, the hearing before the Board shall be a public hearing.

Within seven days following the hearing, the Board of Directors shall render a decision in writing to all official parties.

Any step in the grievance process may be waived by mutual agreement.

Level IV - Arbitration

If the grievant is not satisfied with the disposition of the grievance at Level III, the Association may, by written notice to the Superintendent within fifteen days, submit the grievance to binding arbitration. The arbitration will be conducted in accordance with the Employment Relations Board (ERB) arbitrator's rules.

Within fifteen days after written notice of submission to arbitration, the Superintendent and the Association shall attempt to agree upon a mutually acceptable arbitrator and to 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 fifteen-day period, a request for a list of arbitrators may be made to the Employment Relations Board. The parties shall then be bound by the Employment Relations Board Rules in the selection of an arbitrator.

The arbitrator so selected shall confer with the representative of the Association and the Superintendent and hold hearings promptly, and shall issue his decision. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. The decision of the arbitrator shall be submitted to the District and the Association and shall be final and binding upon all parties.

FLOW CHART FOR RAINIER SCHOOL DISTRICT NO. 13 GRIEVANCE PROCEDURES

ACTION	RESPONSE
Level I – Informal and Formal Grievance Level	
Informal	
Grievant talks with Supervisor within 15 days Or Superintendent when processing at Level II	Decision within 7 working days
Formal	
If unsatisfactory decision given, or no decision is rendered, then Grievant files within 7 days from Informal Decision	Decision within 7 working days
Level II – Appeal to Superintendent	
Grievant files appeal within 7 days of Level I Formal.	Hearing within 7 working days
Decision with Superintendent	Decision with 7 working days
Level III – Appeal to School Board	
Grievant files appeal within 7 days of Level II	Hearing at next regular Board Meeting
Decision with School Board	Decision within 7 days
Level IV – Arbitration	
Association files notice with Superintendent within 15 days to submit to binding arbitration	Arbitrator selected within 15 days, hearing held “promptly”

ARTICLE 5 - EMPLOYEE RIGHTS

- A. **Just Cause.** No employee in the bargaining unit shall be disciplined, reprimanded or reduced in rank or basic salary without just cause. For the purpose of determining whether cause for disciplinary action exists the following just cause standards shall apply:
1. Did the District give to the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee's conduct?
 2. Was the District's rule or managerial order reasonably related to (a) the orderly, efficient, and safe operation of the District and (b) the performance the District might properly expect of the employee?

3. Did the District before administering discipline to an employee make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?
 4. Was the District's investigation conducted fairly and objectively?
 5. At the investigation did the investigator obtain substantial evidence or proof that the employee was guilty as charged?
 6. Has the District applied its rules, orders, and penalties evenhandedly and without discrimination to all employees?
 7. Was the degree of discipline administered by the employer reasonably relative to (a) the seriousness of the employee's proven offense and (b) the record of the employee in his/her service with the District?
- B. Any violation of these standards may be used as the basis for a grievance; however, this article does not apply to the dismissal or non-renewal of probationary employees. Further, the grievance procedure shall not be available to challenge the dismissal of contract teachers under the jurisdiction of the Oregon Fair Dismissal Appeals Board. The parties agree that the dismissal or termination of the employment of a non-probationary employee not covered by the Fair Dismissal Law shall be subject to the just cause standard found in this Article. Grievances filed in such circumstances shall be subject to the Grievance and Arbitration procedures found in Article 4 of this Agreement .
- C. **Right to Association Representation.** An employee shall have the right to have REA/OEA representation of his/her choice when meeting with an administrator over any issue which the employee reasonably believes may lead to discipline. Reasonable accommodations will be given in the scheduling of the meeting. At least 24 hours' notice shall be given if outside representation is sought.
- D. **Personnel Files.** Each employee shall have the right, upon request, to review the contents of his/her own personnel files exclusive of materials received prior to the date of his/her employment by the District. One representative of the REA/OEA may, at the employee's request, accompany the employee in their review.
- E. No evaluation, complaint or written record of disciplinary action shall be placed in the file until the employee has had the opportunity to review such materials and the opportunity to affix his/her signature to the copy filed. Such signature in no way indicates agreement with the contents thereof. The employee may respond to any item placed in such personnel file and said response shall become part of said file, within 30 calendar days.
- F. **Employee Criticism.** Administrative criticism of a unit member shall be appropriately private and delivered in a professional and respectful manner.
- G. **Complaints.** Complaints from patrons/parents will be processed according to District policies KL, KLC or KLD relating to complaint resolution, which shall contain a requirement that the complaint is signed by the complainant and that the complaint will be processed in a timely manner. Any claim of violation of this policy may be grieved to the Board level but not to arbitration or the basis of a complaint to the Employment Relations Board.

- H. **Building Discipline Plans.** Each building principal will develop and distribute a written discipline plan not later than the end of the first week of school each year; this plan may be included in the student handbook and distributed in that format or another of the district's choosing. The plan shall include provisions for students with special needs, and all student discipline shall be in accordance with each building's written discipline plan.
- I. **Safety Procedures.** The District will annually inform bargaining unit members of District employees who serve on the Safety Committee. It shall be the responsibility of the Safety Committee to publicize appropriate safety procedures as needed and to respond to individuals on action taken on submitted concerns.
- J. **Reassignments, Transfers, and Vacancies.** A reassignment is a change of assignment within a building, prior to an open position announcement. A transfer is an opening within the district and which internal applicants shall be considered prior to a vacancy announcement. A vacancy is defined as an open position that cannot be filled through the transfer of a current qualified staff.
1. Open positions shall be posted internally on the District website and posted to each employee's district email for five days prior to announcing a vacancy for outside applicants. The posting may be reduced to two days from August 1 through the remainder of the school year for positions to be filled for that school year. Where teachers are employed on temporary contracts, pursuant to ORS 342.815, the District shall reopen the position in the spring for the subsequent school year.
 2. An in-district applicant who is not selected shall be informed in writing (including electronic mail) of the reasons they were not selected based on criteria established. Notification shall be at least 24 hours prior to the public announcement of an in-district hire or 24 hours prior to the external posting.
- K. **Threats against Staff.** In the event the District becomes aware of a threat of harm to an employee, the District will adhere to its legal requirement to notify the employee. Administration shall work with the employee and union representation to arrive at an appropriate resolution.
- L. **Information Sharing.**
1. When the district receives notice from a preceding school, or the District or City Attorney that an enrolled student has engaged in criminal behaviors, the District will notify school teacher/licensed professionals who have a "need to know" based on work with the student.
 2. Student 504 Plans, IEPs, disciplinary records and Behavior Plans, including behavioral goals and required behavioral modifications, will be made available to all teachers assigned to teach such students within thirty (30) days of the District having possession of those documents.
 3. The District will attempt to obtain the files for students who transfer into the District schools as soon as possible. Information shared with teachers will be in accordance with FERPA and confidentiality laws and will be provided to those teachers with a need to know.
- M. **Personal Life:** The District agrees that the personal life of a member shall not be a basis for concern unless some personal activities prevent the member from satisfactorily performing their assigned functions during the work day. Notwithstanding the above, the parties recognize that educators serve as a role model for students.

ARTICLE 6 - WORKYEAR

It is recognized that the District has the responsibility to set the annual school calendar. Prior to the adoption of the calendar, a proposed calendar will be referred to the Association for advice and recommendation.

- A. The contract year shall consist of 187 days, including two employee workdays at the beginning of the year, one staff in-service day, three days to prepare grades, one employee workday at the end of the year, and six paid holidays.
- B. Paid Holidays shall be: (1) Labor Day, (2) Veteran's Day, (3) Thanksgiving Day, (4) Christmas Day, (5) New Year's Day, and (6) Memorial Day.
- C. Statewide Professional Day is a non-contract day. Mileage and expense reimbursement for authorized travel to attend conferences on this day shall be pursuant to Article 19.
- D. When schools are closed because of inclement weather, ice, snow or other emergencies, or hazardous conditions, employees shall not be required to report to work. However, the District may require that employees make up all lost days or extend the work day due to such closures. Staff will be informed of make-up days at least one week prior, or less when days are added to the end of the school year.

ARTICLE 7 - WORKDAY

- A. An official work day shall be seven and one-half hours per day plus an unpaid half-hour duty-free lunch, unless the district has a need to extend the work day to make-up academic time due to inclement weather or emergency closure. This extended time may not exceed a half hour per day.

At times when an employee's attendance at scheduled meetings is required and extends beyond the official work day, the employee will be compensated at their hourly rate.

- B. **Lunch breaks:** Every attempt will be made to ensure the thirty (30) minute duty-free lunch period be scheduled such that it starts not less than three (3) hours after the start of the work day, and prior to the commencement of the sixth hour worked.
- C. Prior to the beginning of each school year the building administrator(s), with input from teaching staff at each school, shall annually develop and publish a daily schedule. The District shall ensure that employees will be given an opportunity to attend to personal/health needs at least once within a four (4) hour period. All staff will report at the designated time for district-wide meetings.
- D. Full time employees shall have 150 minutes per week preparation, free of classroom and supervisory responsibilities within the student contact day. This preparation time shall be in blocks of not less than 30 minutes. It is understood that the District will not require staff to attend meetings during their prep time. Preparation time does not include time spent accompanying students from one location to another, returning to the location where the preparation time will be conducted, or the time spent retrieving students. Regular classroom employees on the elementary level shall not be required to remain with their classes while instruction is being conducted by a specialist hired for such purpose. Employees working less than full time shall have a prorated amount of weekly preparation time based upon the employees' percentage of full-time work. Minimum preparation time blocks shall not be prorated.

- E. The District will ensure that workloads for staff are such that duties can be completed during the normal work day. Staff members will not be adversely evaluated nor disciplined for inability to complete tasks which cannot be reasonably completed during the normal work day and work week.

ARTICLE 8 - DUES AND PAYROLL DEDUCTIONS

- A. The Board agrees to deduct from the salary of the employee insurance programs and employee's Tax-Sheltered Annuity (Sec 403(b)) Account. Direct deposits of monthly net wages may be payable to institutions of the employee's choice.
- B. Monies shall be transmitted within three business days of payday to the financial institution of the employee's choosing and tax-sheltered annuity accounts. Employee authorizations for deductions must be in writing and shall continue in effect until a written request for change or termination is received by the District. It is the responsibility of the individual employee to determine the correctness of the payments and deductions.
- C. Dues Deduction
1. Prior to the first dues deduction of the school year, and then for any employee who becomes a member of the Association after the start of the school year, the Association shall notify the District of bargaining unit members who have elected to have dues deducted from their paychecks and shall identify the dues to be deducted from each. The Association shall also notify the District when a bargaining unit member should no longer have dues deducted. The District shall enact dues deduction changes on the pay period following a notification. Dues deducted shall be transmitted to the Association and to OEA within five (5) working days of deduction.
 2. Employee List: Along with the monthly dues remittance to OEA, the District shall provide to the OEA Membership Specialist an Excel-compatible database with the name of each employee from whom dues deductions have been made, the amount of the deductions, the last four digits of the employee's social security number and/or the employee ID number.
 3. By November 1 of each year, and thereafter upon request, the District shall provide to the Association an Excel-compatible database of each employee in the bargaining unit (both active members and non-members) that includes the employee's name, date of birth, first date of service, FTE, classification or title, PERS classification, worksite, position on the salary schedule, residential address, and personal phone number. Whenever a new employee is hired into the bargaining unit, the District shall provide the above information within thirty (30) days of hire. In addition, the District shall provide to new employees a packet of information provided by the Association.
 4. Change in Employment Status: The District shall promptly notify the OEA Membership Specialist whenever an employee in the bargaining unit is placed on an unpaid leave of absence, retires, is laid off, resigns, or changes their name.
 5. **Save Harmless Clause**. The Association agrees to indemnify and save the Board, and including each individual school board member, harmless against any and all claims, demands, costs, including unemployment compensation, suits or other forms of liability,

including back pay and all court or administrative agency costs, that may arise out of or by reason or action by the Board for the purpose of complying with this agreement.

ARTICLE 9 - LAYOFF

When in the judgment of the District it becomes necessary to reduce, through layoff, the number of employees employed, it shall first determine the programs to be retained. The District agrees that such reduction in force shall be made in accordance with the following procedures. This Article shall apply to probationary employees only when non-renewal, dismissal or layoff are for reasons non-personal to the employee, i.e., reduction in force. Nothing in this article shall be construed so as to interfere with the Board's right to dismiss or non-extend a contract employee pursuant to the provisions of the Accountability for Schools in the 21st Century Act or to dismiss or non-renew a probationary employee pursuant to ORS 342.835.

A. **Layoff.** Reductions in force will be based upon seniority, certification and competence as defined herein. Whenever the Board determines that a layoff is necessary, it will notify the Association. As soon as practical, notice will be given to the affected employees of their layoff.

1. When a reduction in force necessitates a layoff, employees shall be laid off in reverse order of seniority, subject to the conditions of Paragraph 3, a, b and c of this section.

The District shall make every reasonable effort to transfer all employees whose positions are eliminated to a position for which they are licensed and qualified as defined by the competence section of this article.

2. Seniority shall be defined as the employee's total length of continuous service in the District as a licensed employee. Seniority will be computed and accrue from the employee's first date of service in a bargaining unit position, and shall continue to accrue during paid leaves. Seniority shall not accrue during unpaid leaves of absence, but authorized unpaid leaves of absence shall not be considered to "break" continuity of employment. Ties may be broken by drawing lots according to state law.
3. The Board will determine the employees to be retained by means of the following criteria:
 - a. A determination of which employees hold the proper licensure to fill the remaining position(s);
 - b. A determination of the seniority of employees;
 - c. If the District, in addition to complying with the provisions of this Article, elects to consider "competence" as a layoff/recall factor, the District will comply with ORS 342.934(8) and ORS 342.934(9)(a). For the purpose of administering the term "competence", the parties define the word "recent" and the terms "grade level" and "educational attainment" as follows:

Recent: Within the past five years or within the last seven years if there has been four quarter credits of applicable training regarding the subject or grade level within the past five years.

Grade Level: Each of the following grade level clusters shall be considered a "grade level": K-8, 5-9, 7-12

Educational Attainment: Means an employee is licensed in a given subject or endorsement area at the time that a layoff is declared but has not met the recent teaching experience requirement, and is willing to complete additional training and educational preparation equivalent to eight credit hours prior to the beginning of the new school year. The eight credit hours must be approved by the District.

4. Upon request by the Association, the District will provide the Association with a list showing the seniority of each employee, who is a member of the bargaining unit, employed by the District.
5. No teaching position in the District shall be considered "vacant" for purposes of ORS 342.934(5), if filling the position with a non-extended administrator would cause another employee to be laid off, or if there is a licensed and qualified employee on the recall list who would otherwise be entitled to be recalled to that position.

If an administrator with prior teaching experience in the District voluntarily returns to teaching in a reduction in staff situation, the administrator will be held to the same standards of competence, recency of experience and educational attainments as any other licensed employee.

6. Employees covered by this article will have the option to continue insurance programs at their own expense subject to the approval of the insurance carrier.
7. Employee benefits do not accrue during the time of layoff, nor will such time count toward the fulfillment of time requirements for acquiring contract employee status.
8. At the time of RIF, the licensure and position of the employee will determine his/her status as a full or part-time employee. A part-time employee between .5 and .99 shall be assigned within those time limits, but shall have no rights to bump a whole 1.0 position.

B. Recall

1. If within 27 months of a layoff a vacancy occurs within the District, the following recall procedure shall be followed:
 - a. Employees will be recalled in inverse order of layoff subject to the criteria in Section A, paragraph 3, of this article.
 - b. At the time of layoff, the District shall provide an opportunity for laid off employees to express in writing a desire to return to the District. The District shall also receive the employee's address for recall notification. In the event of a recall, the District shall notify the employee (who has expressed a desire to return to the District) of the recall by certified mail, return receipt, sent to the last address given by the employee to the District office. The employee will have ten calendar days from the date of postmark to deliver in person, or to send by certified mail to the District, a letter of intent to accept or reject the position. The employee will have an additional 30 calendar days from the personal appearance or date of postmark of the acceptance to begin active employment.

- c. Any employee who does not accept a recall will lose all further rights and will be deemed to have resigned from District employment.
- d. Upon return to active employment, all District benefits to which an employee was entitled at the time of layoff, including unused accumulated sick leave, and seniority, will be restored to the employee.

Recalled employees will be placed on the proper step of the salary schedule for their current position according to experience and education. Employees who worked one half or more of the school year in which the layoff occurred shall accrue credit for the full year for the purpose of determining experience.

Employees who worked less than one half of the school year shall not accrue credit for the full year for the purpose of determining experience.

- e. Employees covered by this article will be given first consideration for a temporary position or long-term substitute position. Such will not affect employee recall rights.
- f. Any "appeal" from the Board's decision on layoff or recall pursuant to this article shall be by means of a grievance filed at Level Two pursuant to Article 4 (Grievance Procedure).

ARTICLE 10 - LEAVES OF ABSENCE

A. Sick Leave

1. Annual Sick Leave

- a. Sick leave shall be granted in accordance with ORS 332.507 at the rate of 10 days per year.
- b. Less than full time employees shall have their sick leave prorated. For example, a halftime (.5 FTE, full time equivalency) employee will be granted 10 half days of sick leave.
- c. Annual sick leave shall have unlimited accumulation, and shall be credited upon the first day of the employee's annual contract. Accumulated sick leave earned in other Oregon school districts or at the Oregon Department of Education shall transfer to the District in accordance with the provisions of ORS 332.507. Employees leaving employment with the District having used more sick leave than has been earned or donated, may have the value of the unearned sick leave withheld from their paycheck.
- d. Sick leave benefits shall be available to the employee for reason of personal illness, hospitalization and/or injury, or under the provisions of Family Medical Leave (OFLA and FMLA).
- e. Employees shall normally notify their administrators not less than ninety (90) minutes prior to the start of the work day of their intended use of sick leave through the use of the district's automated employee substitute program or if unable to access call their direct supervisor. In the case of an accident or other unforeseen circumstance they will notify

their administrator at the first available opportunity. If an employee becomes ill at school, they shall notify their supervisor or designee.

- f. The Board may require certification of the employee's attending physician or state licensed practitioner that illness or injury prevents the employee from working after he/she has missed in excess of five consecutive school days or in cases where there is suspected abuse of leave or a pattern of leave usage.
- g. The district automated absence program shall be the official record of absences and the reasons for the absence.

2. Cumulative Sick Leave

- a. Sick leave for all licensed employees which is not used in any one school year shall be allowed to accumulate according to ORS 332.507.
- b. An employee returning from an unpaid non-medical leave of absence that extends longer than one semester shall be credited with the accumulated sick leave he/she had at the beginning of the leave. No sick leave is to be credited for the time of absence.
- c. Accumulated days at the time of retirement shall be credited and reported according to ORS 332.507 and ORS 238.350.

- 3. **Worker's Compensation.** Employees will suffer no loss in pay or benefits as a result of workplace illnesses and injuries, including the first three (3) days absence not compensated by Workers' Compensation payments. If a Worker's Compensation claim is denied, the District may deduct the first three (3) days of absence from the employee's sick leave or pay if the employee has exhausted all sick leave.

After three (3) days, sick leave may be drawn on a pro-rata basis and added to Worker's Compensation benefits for an approved claim. The combined pay shall not exceed the employee's regular salary.

- 4. **Sick Leave Bank.** A sick leave bank may be established by the Association for the purpose of providing additional sick leave benefits to bargaining unit members who have a serious illness or injury and who have exhausted their accumulated sick leave. The number of days in the bank shall be made up of individual employee donations. Management of the procedures for maintaining the sick leave bank and for granting the use of donated days shall be the sole responsibility of the Association.

The Association will provide timely notice to the district of approved sick bank donation and usage. The Association will provide the District with a list of employees donating one day in November and February to be subtracted from their available sick time. The notification will include how many hours have been granted to the approved employee receiving donated sick leave.

B. Personal Leave

1. When an employee is absent because of personal business that cannot be conducted outside the regular workday, and the absence is not covered by any other leave, the employer will allow the employee up to two days per year, non-accumulative.
2. The employee is to schedule with the principal or building designee the use of a personal day five days prior to the day requested and receive approval. In case of emergency the five-day requirement shall be waived.
3. Members may not use personal days the day before/after a paid holiday without the advance approval of their immediate supervisor.
4. Personal Leave is subject to the approval of administration. Approval will normally be granted within one work day, though the District will make every effort to respond to emergency requests.
5. Unused personal days will be automatically converted to sick leave on the last working day of each school year.

C. Professional Leave. The administration may authorize absence for professional purposes with full pay in the following instances:

1. Occasional visiting of other schools;
2. Participation in local and state professional activities;
3. Other professional opportunities such as attendance at conventions, conferences and workshops (with proof of attendance) which will be likely to extend the outlook and improve the services of the employee;
4. Authorized expenses may be covered as in Article 19, B and C.
5. Up to eight hours per month may be used by the Association president or designee for association activities when substitute costs are paid by the Association.
6. The Superintendent may approve, with advance notice, additional time for special Association events such as Sparks training when substitute costs are paid by the Association.

D. Emergency Leave. Leave may be approved by the Superintendent or designee, up to five days per incident with pay for an emergency of a serious nature that is beyond the employee's control and must be taken care of during school hours.

E. Bereavement Leave. Leave with pay for a reasonable period of time (not to exceed five days per incident) shall be granted in the event of death of spouse, domestic partner as defined by OEBB and associated relatives, son, daughter, parent, brother, sister, grandparent or the surrogate of any of the above, grandchild, aunt, uncle and immediate in-laws (mother-in-law, father-in-law, brother-in-law or sister-in-law). The employee will not be required to provide any services during the time they are on bereavement leave.

- F. **Family and Medical Leave.** The District shall comply with Federal and State Medical Leave Laws.
- G. **Jury Duty.** If an employee is asked to appear for jury duty for a case in court, the superintendent shall authorize such absence without loss of pay provided that:
1. A copy of the jury duty notice must be filed with the District clerk;
 2. The fee received for jury duty shall be deducted from the employee's pay;
 3. If the employee is excused in time, he/she shall return to his/her building and report to the principal for services required.
- H. **Court Appearance.** If an employee is subpoenaed to appear as a witness for a case in court, the superintendent shall authorize such absence without loss of pay provided that:
1. Any fee(s) received for the appearance in court be deducted from his/her pay;
 2. A copy of the subpoena be filed with the District clerk;
 3. The employee report to his/her supervisor for work if he/she is excused prior to the end of the scheduled workday;
 4. Appearing in court as a litigant is not reimbursable.
- I. **Military Leave.** The District shall grant military leaves in accordance with state and federal law.
- J. **Leaves of Absence Without Pay.** All requests for leaves of absence without pay shall be in writing and forwarded through the principal to the Superintendent. The written request will state complete information regarding the reasons for the leave, and the dates for which the leave without pay is desired. Denial of leave requests may be processed as grievances through Level III. The decision of the Board shall be final.
1. The Superintendent may grant a leave of absence without pay.
 2. Leaves of absence for an entire school year:
 - a. Requests for this leave shall normally be made before April 1 prior to the school year for which leave of absence is requested. The Superintendent may consider such requests made after April 1.
 - b. An employee on leave without pay must notify the Superintendent in writing of his/her intention to return to work by April 1 prior to the expiration of the leave.
 3. Any employee who violates this provision or does not return to work by the date specified may be subject to disciplinary action up to and including dismissal.
 4. Upon return from a leave of absence without pay, for purposes of placement on the salary schedule, an employee will retain credit for the experience he or she had at the beginning of the leave. The sick leave allowance will be retained only for non-medical leaves of absence.

5. An employee on leave without pay will have the option of maintaining insurance benefits at his/her own expense with the carrier's approval.

K. Maternity/Paternity Leave

1. Exhaustion of Benefits under FLMA and/or OFLA. The District shall grant, if requested, unpaid maternity/paternity leave for childbearing for the remainder of the school year that the child is born or a full school year. Maternity/paternity leave commencing after April 1 of any year shall be extended at the employee's request through the next school year. The employee will be reinstated upon return from maternity/paternity leave in the same or a similar position. Benefits shall not be accrued during the leave of absence. An employee will not be eligible until he or she has taught one year in the District.
2. The employee will have the option of maintaining insurance benefits at his/her own expense with the carrier's approval.
3. The employee will retain his/her position on the salary schedule and sick leave allowance that he/she had at the beginning of the leave.

ARTICLE 11 - TUITION REIMBURSEMENT

- A. Upon District approval, licensed employees shall be eligible for reimbursement of five quarter credits per year of the Agreement. Individuals are entitled to reimbursement for the maximum number of credits at any time during the life of the Agreement.
- B. Such course work must be toward an advanced degree or certification program in which the licensed professional is enrolled or consist of college credit courses directly related to the licensed professional's teaching assignment, or to a new subject endorsement for which the licensed professional is preparing.
- C. Should an employee elect to utilize tuition reimbursement and then voluntarily terminate employment within one (1) year of credit earning, the District will be reimbursed by method of payment to the district and/or deduction from final paycheck. The parties may agree to waive reimbursement.
- D. Reimbursement will be at Portland State University rates in effect at the time coursework is taken.
- E. To fund this provision of the Agreement the District shall budget a minimum of \$20,000 for each year of the Agreement, notwithstanding that the District may budget more to fund District initiated requests for special projects designated by the Superintendent
- F. All classes taken for reimbursement will be initiated during employment with the District and the life of this contract. Reimbursement will not be made for classes taken during periods involving unpaid leaves of absence for a full school year.
- G. A valid receipt from the school attended must accompany the request for reimbursement. Payment will be made when proof of completion (a passing grade) of the course has been received by the District office.

- H. Claims must be submitted within six months of the completion of the course.
- I. Administrative approval must be obtained prior to enrolling in a course for which reimbursement may be requested. Hours will be prorated for semester courses. Denied requests may be appealed through the grievance procedure.
- J. Individuals may additionally apply for reimbursement beyond the maximum of five credits per year if there are funds available and if they have obtained pre-approval.
- K. The District will pay for additional credits for specific needs as approved by the Superintendent.

ARTICLE 12 - EMPLOYEE EVALUATION

The District will comply with the provisions of ORS 342.850 in evaluating licensed staff. Probationary employees shall be evaluated annually using multiple observations. Contract teachers shall be evaluated at least every other year.

- A. Evaluation procedures shall include at the minimum:
 - 1. Job descriptions and performance standards;
 - 2. Pre-evaluation interviews, which will include the establishment of performance goals;
 - 3. The evaluation will be based upon written criteria which include the performance goals;
 - 4. Post-evaluation interviews in which the results of the evaluation are discussed;
 - 5. A written program of assistance for improvement, if needed.
 - 6. Standards as defined in the District Handbook for Professional Growth.
- B. If it is determined that a program of assistance for improvement is to be implemented, it will include the following components:
 - 1. A meeting will be held with the employee and, if the employee desires, the employee's REA/OEA representative, to review a draft program of assistance, offer suggestions and input, and clarify the program of assistance.
 - 2. A statement of the employee's deficiencies noted in prior observations or evaluations or brought to the attention of the evaluator through parental or student complaints;
 - 3. A statement of expectations, which should include specific details of how the employee should perform in the areas where deficiencies have been noted;
 - 4. A statement of the assistance that will be provided by the evaluator or other staff members, as well as other resources the employee will have available;
 - 5. Timelines and provisions for monitoring progress in correcting the deficiencies;
 - 6. Consequences if the program of assistance is not satisfactorily completed.

- C. Procedural aspects of employee evaluation shall be subject to the grievance procedure. However, the substance of the evaluations is not grievable.

ARTICLE 13 - SITE BASED DECISION-MAKING

- A. The District and the Association agree that programs which provide increased opportunities for employee involvement in building level decision making can foster the collegial exchange of ideas and information so necessary for effective professional practice, and improve the educational process. Accordingly, it is the official policy of the District to encourage the development and implementation of such programs in the school district.
- B. **Selection Process.** Participation in site-based decision-making efforts is not mandatory. The composition of the site based decision-making council shall be as follows:
1. Not more than half of the members shall be teachers, elected by licensed teachers at the school site.
 2. Not more than half of the members shall be parents of students attending that school, selected by parents of students attending the school.
 3. At least one member shall be a classified employee, elected by classified employees at the school site.
 4. One member shall be the principal of the building or the principal's designee.
 5. Other representatives shall be selected by the council.
- C. **Responsibility of the Council.** Activities of the council shall include but not be limited to:
1. The development of plans to improve the professional growth of the school's staff.
 2. The improvement of the school's instructional program.
 3. The development and coordination of plans for the implementation of programs under the 21st Century Schools Act.
 4. The administration of grants-in-aid for the professional development of teachers and classified district employees.
- D. **Waivers of Agreement or District Policy.** Should a site council decide upon a project or process which would be in conflict with the Agreement or adopted District policy, a waiver may be sought. A waiver of the Agreement will only be granted if the Association and the District mutually agree, and its term shall be limited to one year.
- E. **Compensation.** Compensation for participation in site-based council work shall be at the rate established for school curriculum work performed beyond the regular school day or regular work year.

- F. Each building site council shall develop, be bound by and make available its rules and procedures to licensed staff of that building. Decisions of the site council are not subject to the grievance procedure.

ARTICLE 14 - STANDING COMMITTEE

The parties to this Agreement agree to the formation of a Standing Committee, whose function shall be to recommend solutions to the Board to resolve problems not addressed by the Agreement which may arise during its term.

A. Guidelines regulating the duties of the Standing Committee are as follows:

1. Focus is to solve problems at the lowest level, which may include problems affecting more than one building or which cannot be resolved by one building.
2. The Standing Committee will not act upon grievances.
3. The Standing Committee must work within the parameters of the Agreement, law, and District policy.
4. The committee's actions, or inactions, shall not constitute a waiver by the Association or any of its members to file a lawful demand to bargain.
5. Compensation is not provided for service on the committee.
6. All agreements reached through the work of the standing committee shall be reduced to writing as a "Letter of Understanding" and sent to the Superintendent and the REA President.

B. Composition of the Committee

1. The Standing Committee shall be comprised of representatives of the Rainier Education Association and the District in the following manner:
 - a. Two REA members, representing elementary and secondary schools, appointed by REA.
 - b. Two District representatives, one building administrator and one Board member, appointed by the District.
 - c. The REA President and District Superintendent shall not be members of the committee.

ARTICLE 15 - JOB SHARING

- A. **Purpose:** The purpose for job sharing is to provide the opportunity for competent employees who do not desire full time employment to have an alternate work style.
- B. **Description:** Two employees sharing the responsibility usually assigned to one full time employee.
- C. **Creation of Positions:** Employees wishing to participate in a job-sharing position must submit a proposal to the administration before April 1 prior to the school year in which the job share is to

be effective. It is explicitly understood that approval, modification or rejection of such proposals is solely and completely at the discretion of the District.

Notification by the administration of approval or rejection of a proposal must occur before May 1 prior to the school year in which the job share is to be effective.

- D. **Compensation:** The pay shall be apportioned according to each employee's share of the job. Each employee shall be paid on a prorated basis of his/her appropriate salary at his/her full-time place on the salary schedule that corresponds to the fractional portion of the day he/she is responsible for. Example: An employee working halftime would receive half of his/her normal full-time salary. An employee working 3/5 of a day would receive 3/5 of his/her appropriate full-time salary. In the event an employee in the job-sharing program substitutes for the other job share employee, the substituting employee will receive compensation at the District's substitute rate of pay for the time spent in substitution.
- E. **Fringe Benefits:** Job sharing employees will receive fringe benefits prorated on the basis of that received by one full time employee, with the amount of the benefits to be negotiated by the employees and approved by the District.
- F. **Sick Leave:** Job share employees shall receive sick leave days prorated on the basis of that received by a full-time employee. Example: A half-time (.5 FTE) employee receives five full days per school year.
- G. **Other Benefits:** Job share employees shall receive other benefits equal to half of that received by a full-time employee.
- H. **Seniority Accrual:** After two years of job sharing, employees will be considered part-time employees and will no longer have rights to full-time positions. These part-time employees shall accrue one year of seniority for each year worked towards a part-time position.

ARTICLE 16 - INSURANCE AND FRINGE BENEFITS

- A. **District Contribution:** For each year of the Agreement, the district contribution will increase by the actual increase of the premium of the Kaiser 1 Medical Plan, up to a maximum of 5%. If the plan cost increases more than 5% in any of the three years of the contract, the difference will be split (up to a maximum of 10%). Any increase in the plan cost above 10% will be paid by the employee. The employee insurance chart below reflects the 2020-21 insurance benefits, which will be considered the base year for this agreement, and will be updated annually and communicated to all certified staff.

Employees newly hired by the District shall be eligible for District insurance and fringe benefits upon acceptance of written application by the insurance carriers on the first day of the month following their first regularly scheduled pay date. If an employee is terminated prior to the end of the school year, the District's payment of premiums shall cease as of the last day of the month the member is employed unless the parties otherwise agree.

For each year of the Agreement the District will contribute the following amounts towards insurance premiums based on the employee's choice for medical coverage. If an employee chooses family medical coverage, the District will pay the "Family" contribution. If an employee

chooses medical coverage for themselves and one other dependent the District will pay the "Employee & Spouse" or the "Employee & Children" contribution. If the employee chooses employee only medical coverage, the District will pay the "Employee" contribution.

Employees must be .5 FTE or greater to receive the benefits of this Article. Less than full time employees will have benefits prorated accordingly.

YEAR	BASIC	EMPLOYEE	EMPLOYEE & SPOUSE EMPLOYEE & CHILDREN	FAMILY
2020-2021	\$525	\$877	\$1496	\$1974

The District will not be obligated and shall not pay for any medical and/or dental expenses not covered by the insurance carrier(s). Such expenses shall be the sole obligation of the employee(s) incurring them.

- B. **Opt-Out:** Employees eligible for a District insurance contribution, but who choose not to obtain insurance coverage, may opt out in accordance with the underwriting rules and regulations as set forth by the Oregon Educator Benefits Board (OEBB). Employees choosing to opt out must submit written proof that another already covers them through group insurance. Employees who meet these requirements, will receive the "Basic" contribution. The Basic contribution shall be distributed in a Section 125 Plan, Tax Sheltered Annuity, Dental and/or Vision insurance, or as a taxable cash payment.
- C. **Insurance Choices:** The Association shall determine the carriers and levels of coverage from the OEBB carrier options for medical and dental insurance plans available to members of the bargaining unit by notice to the District not later than June 1, to be effective the following plan year. In the event the Association does not submit this notice in a timely manner, the current available plans will continue unchanged. Any insurance approved by the bargaining unit which requires 100 percent participation by the insurance company shall be taken by all members of the bargaining unit. Minimum guarantees of coverages available shall include:
1. Four medical plans. In the event an HSA-qualified plan is made available, the following rules shall apply:
 - a. The individual setup of the HSA account and the liability for its use is the responsibility of the employee. The employee will be responsible for any bank fees related to their HSA.
 - b. The District will contribute the difference between the monthly premium for the High Deductible Health Plan and the District insurance cap, up to the maximum allowed by the IRS.
 - c. The District will make direct pre-tax deposits into the employee's HSA in equal installments over the remaining scheduled pay periods.
 2. Three dental plans, including one orthodontia plan.
 3. Life insurance, vision insurance and long-term disability insurance will be available at the option of the Association. Other insurance options may be made available by the District, which the employee can participate in voluntarily at the employee's expense.

ARTICLE 17 - COMPENSATION

A. Licensed Salary Schedule.

All employees eligible for a step advancement will receive a full step increase for the life of the current contract.

For the 2021-2022 contract year, the licensed salary schedule shall be increased by 4% effective July 1, 2021. For the 2022-2023 contract year, the licensed salary schedule shall be increased by 3% effective July 1, 2022. For the 2023-2024 contract year, the licensed salary schedule shall be increased by 2% effective July 1, 2023.

The Nurse will be paid not less than the BA+60 column.

The District shall "pick up", assume and pay up to a six percent employee contribution to the Public Employees Retirement Fund.

B. Placement of New Hires.

Individuals newly hired to the District shall be placed on the salary schedule at a position based on their educational preparation and teaching experience. No individual newly hired to the District shall be placed on the salary schedule at a position higher (column and step) than an existing employee with comparable education preparation and teaching experience.

C. **Board Approval.** Insurance benefits begin as soon as possible after hire in accordance with the rules established in OEBB. All permanent employment is subject to approval of the Board:

D. **Pay Check Option.** Employees shall have the option of receiving their wages in either ten (10) or twelve (12) monthly installments. If no selection is made by September 15, the default will be twelve (12) paychecks.

E. **Extra Duty Pay.** Compensation for extra duty performed by members of the bargaining unit shall be as set forth in Appendix B.

1. Extra duty positions will be designated in the groupings set in the extra duty salary schedule.
2. Extra duty positions are defined by position on the schedule, and a job description for that extra duty.
3. Yearly evaluations will be done by the supervisor of the extra duty position. This will be for extra duty positions related to bargaining unit work.
4. Grouping re-evaluation will be done by a review committee established by the Standing Committee in Article 14.
5. Extra Duty Schedule has five steps, each one-half percent apart.
6. A flat rate of \$100 additional compensation will be paid to paid coaches whose teams compete beyond league or district level.

7. Previous years coaching or extra duty experience in the specific sport or extra duty position will determine placement on the proper step of the Extra Duty Salary Schedule. In the District there are three levels of coaching responsibility: Middle School Assistant, High School Assistant, and High School Head Coach. When a coach moves up a level of coaching responsibility, the coach will retain his/her Step placement established by years of experience in their coaching area.
8. A volunteer coach who participates regularly in a sports season should have an evaluation done by the Head Coach and the Athletic Director. If a satisfactory evaluation is placed in the volunteer's district personnel file, he/she will be given credit for that season's experience when and if he/she moves into a paying position in that sport.
9. Employees asked to provide training to staff (e.g., professional development, restraint training, etc.) will receive curriculum pay for all approved necessary hours of preparation outside the normal work day.

F. Extended Time Pay:

1. Extended contracts are separate from regular teaching contracts.
2. The District administration has the discretion of determining whether to offer extended contracts. The Association will be given the opportunity to provide input on new extended contract positions.
3. Criteria will be developed for each extended contract. This will include length of contract, participants who are offered the contract and the goal of the contract. Each such contract is to be offered on a one-year basis.
4. The original employee may choose to accept or refuse an extended contract. If refused, the District may choose to offer the contract to other employees. In this case, the job will be posted prior to any decision being made as to whom will get the extended contract. The pay for the extended contract shall be the 11187th per diem rate for the employee who works the extended contract. The rate will be prorated for employees working less than full-time or who work less than a full day.
5. Extended time pay will be paid at the regular payroll period after satisfactory completion of the project. The administration shall agree on completion date, time required and project to be done before work begins.
6. If an employee is unable to perform an extended contract due to illness, accident or some other reason, the employee will not receive pay for that portion of the extended contract not completed.

G. Advancement on Salary Schedule:

1. Credits earned while under contract with the District will be recognized for salary advancement until November 1.
2. An employee who has been employed less than a full year will have his/her salary prorated on a monthly basis for the time he/she has been employed for that year only.

H. **Emergency Payroll Draw.** Advances in salary payment are permitted with approval from the Superintendent or designee. A request an emergency payroll or subsequent payment will not exceed seventy-five percent (75%) of the amount earned at the time of the request. No person will receive more than two (2) draws per year. Draws are considered constructive receipts and will be subject to IRS requirements. If an advance salary payment is approved, payment will be available at the time of the next accounts payable run. Requests must be submitted to the business office forty-eight (48) hours before the account payable run to be considered. A request may not be submitted in the week prior to payday. Notwithstanding the above limitations, employees in their first year of service to the District may be permitted one (1) additional draw, for up to fifty percent (50%) of gross monthly salary.

I. Curriculum/School Improvement Work.

1. The District agrees to pay for District-approved curriculum/school improvement work done by voluntary committees and/or individuals, including summer curriculum/school improvement work which is District-initiated and directed, and which is out of the regular school day or regular work year. The employee shall be paid at the curriculum rate (Calculated by taking MA Step 2 hourly rate (salary/187 days/8 hours)). During the regular work year paid time for curriculum work will not begin until after the end of the normal work day, although committees may start prior to that time.
2. District initiated curriculum/school improvement work/projects to be performed outside the regular workday or work year shall be approved prior to starting by the curriculum director and will specify the maximum length of contract and meet expected and approved product guidelines.
3. The District may, at its option, require curriculum/school improvement work to be done during the regular workday. In such cases where this requirement is made the District will, when necessary, provide a substitute for the employee. Employee shall receive their regular pay for such required work.
4. Tutoring services will be paid at the curriculum rate for work performed beyond the regular instructional day or school year.
5. Compensation for participation in site-based council work will be paid at the curriculum rate for work performed beyond the regular instructional day or school year.
6. Teachers, due to scheduling constraints, conflicts, and to benefit the needs of students, may request to have an assignment outside of the traditional school hours. When these issues occur, an adjustment to the eight-hour day would allow either a late start or early dismissal for that employee without interruption to their continuous eight-hour day.

J. **Substitute Pay.** Teachers who substitute for another teacher during their preparation period, will be paid one hour for each period at the curriculum rate.

K. **National Board Certification.** Teachers who have achieved National Board Certification shall receive a stipend of \$1,000 each year. If a National Board Certified teacher resigns mid-year, the stipend shall be prorated.

ARTICLE 18 – REIMBURSEMENT FOR TRAVEL EXPENSES

- A. All travel and expenses must have prior authorization.
- B. Mileage will be reimbursed at the IRS rate in effect at the time the expense is incurred.
- C. Approved lodging and food expenses will be as follows, reimbursed at the GSA rate in effect at the time and in the location that the expense is incurred.:
 - 1. Breakfast for travel beginning before 6:00 a.m. and extends beyond 11:00 a.m.
 - 2. Lunch for travel beginning before 11:00 a.m. and extends beyond 2:00 p.m.
 - 3. Dinner for travel beginning before 3:00 p.m. and extends beyond 7:00 p.m.

If a meal is included in the conference registration fees, provided at the meeting place, or is paid for separately, the corresponding meal allowance shall be deducted from the daily per diem allowance.

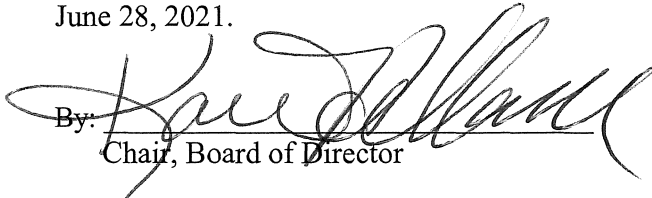
- D. Receipts will be required for reimbursement in C1 and C2 above.
- E. With administrative approval, reimbursement shall be made for use of personal cars for field trips or other business of the District. Whenever possible, the school vehicle or carpools will be used before approval of personal car use.
- F. Employees directed by the Superintendent to attend meetings will be reimbursed on an actual expense basis.

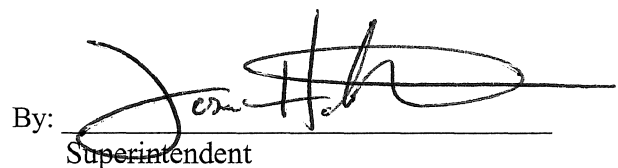
ARTICLE 19 - FUNDING

Up to five days can be cut from the work year if the projected ending fund balance falls below \$500,000. These days cannot be cut until a hiring freeze and a spending freeze have been instituted. Cut days shall be at the end of the school year.

RECORD OF RATIFICATION

This Agreement was ratified by the School Board of Rainier School District #13 at a meeting held on June 28, 2021.

By: 
Chair, Board of Director

By: 
Superintendent

This Agreement was ratified by the Rainier Education Association vote of all eligible members on June 25, 2021

By: 
President

APPENDIX A – LICENSED SALARY SCHEDULE

4.0% effective July 1, 2021

STEP	BA/BS	BA+15	BA+30	BA+45	BA+60	BA+75/ MA	BA+90/ MA+15	MA+30	MA+45
1	40,343	41,149	41,973	42,813	43,667	44,542	45,434	46,342	47,268
2	41,591	42,422	43,271	44,137	45,018	45,920	46,839	47,775	48,730
3	42,877	43,734	44,609	45,502	46,410	47,340	48,288	49,253	50,237
4	44,203	45,087	45,989	46,909	47,845	48,804	49,781	50,776	51,791
5	45,570	46,481	47,411	48,360	49,325	50,313	51,321	52,346	53,393
6	46,979	47,919	48,877	49,856	50,851	51,869	52,908	53,965	55,044
7	48,858	49,836	50,833	51,850	52,885	53,943	55,022	56,124	57,246
8	50,814	51,829	52,866	53,923	55,002	56,101	57,224	58,369	59,535
9	52,844	53,902	54,980	56,080	57,202	58,344	59,513	60,703	61,916
10	54,959	56,058	57,178	58,323	59,490	60,681	61,891	63,130	64,394
11	57,157	58,300	59,467	60,656	61,870	63,106	64,369	65,657	66,969
12	59,443	60,633	61,846	63,083	64,345	65,631	66,944	68,282	69,648
13	61,822	63,058	64,318	65,606	66,918	68,256	69,622	71,013	72,433
14		65,579	66,892	68,230	69,595	70,986	72,406	73,854	75,330
15		68,203	69,568	70,960	72,378	73,825	75,302	76,808	78,344

3.0% effective July 1, 2022

STEP	BA/BS	BA+15	BA+30	BA+45	BA+60	BA+75/ MA	BA+90/ MA+15	MA+30	MA+45
1	41,553	42,383	43,232	44,097	44,977	45,878	46,797	47,732	48,686
2	42,839	43,695	44,569	45,461	46,369	47,298	48,244	49,208	50,192
3	44,163	45,046	45,947	46,867	47,802	48,760	49,737	50,731	51,744
4	45,529	46,440	47,369	48,316	49,280	50,268	51,274	52,299	53,345
5	46,937	47,875	48,833	49,811	50,805	51,822	52,861	53,916	54,995
6	48,388	49,357	50,343	51,352	52,377	53,425	54,495	55,584	56,695
7	50,324	51,331	52,358	53,406	54,472	55,561	56,673	57,808	58,963
8	52,338	53,384	54,452	55,541	56,652	57,784	58,941	60,120	61,321
9	54,429	55,519	56,629	57,762	58,918	60,094	61,298	62,524	63,773
10	56,608	57,740	58,893	60,073	61,275	62,501	63,748	65,024	66,326
11	58,872	60,049	61,251	62,476	63,726	64,999	66,300	67,627	68,978
12	61,226	62,452	63,701	64,975	66,275	67,600	68,952	70,330	71,737
13	63,677	64,950	66,248	67,574	68,926	70,304	71,711	73,143	74,606
14		67,546	68,899	70,277	71,683	73,116	74,578	76,070	77,590
15		70,249	71,655	73,089	74,549	76,040	77,561	79,112	80,694

2.0% effective July 1, 2023

STEP	BA/BS	BA+15	BA+30	BA+45	BA+60	BA+75/ MA	BA+90/ MA+15	MA+30	MA+45
1	42,384	43,231	44,097	44,979	45,877	46,796	47,733	48,687	49,660
2	43,696	44,569	45,460	46,370	47,296	48,244	49,209	50,192	51,196
3	45,046	45,947	46,866	47,804	48,758	49,735	50,732	51,746	52,779
4	46,440	47,369	48,316	49,282	50,266	51,273	52,299	53,345	54,412
5	47,876	48,833	49,810	50,807	51,821	52,858	53,918	54,994	56,095
6	49,356	50,344	51,350	52,379	53,425	54,494	55,585	56,696	57,829
7	51,330	52,358	53,405	54,474	55,561	56,672	57,806	58,964	60,142
8	53,385	54,452	55,541	56,652	57,785	58,940	60,120	61,322	62,547
9	55,518	56,629	57,762	58,917	60,096	61,296	62,524	63,774	65,048
10	57,740	58,895	60,071	61,274	62,501	63,751	65,023	66,324	67,653
11	60,049	61,250	62,476	63,726	65,001	66,299	67,626	68,980	70,358
12	62,451	63,701	64,975	66,275	67,601	68,952	70,331	71,737	73,172
13	64,951	66,249	67,573	68,925	70,305	71,710	73,145	74,606	76,098
14		68,897	70,277	71,683	73,117	74,578	76,070	77,591	79,142
15		71,654	73,088	74,551	76,040	77,561	79,112	80,694	82,308

APPENDIX B - EXTRA DUTY SALARY SCHEDULE

Group		Step 1 0-1 Yrs Exp	Step 2 2-3 Yrs Exp	Step 3 4-5 Yrs Exp	Step 4 6-7 Yrs Exp	Step 5 8-9 Yrs Exp
A	(HS) Head Football, Basketball and Wrestling Coach Mid-School AD	12%	12.5%	13%	13.5%	14%
B	(HS) Head Volleyball, Track, Baseball, Softball and Swim Coach	11%	11.5%	12%	12.5%	13%
C	(HS) Head Cross Country Soccer, Asst. (Football, Basketball, Wrestling), Drama	9.5%	10%	10.5%	11%	11.5%
D	(HS) Assistant (Track, Baseball, Softball, Soccer, Cross Country, Volleyball, Swimming)	7%	7.5%	8%	8.5%	9%
E	(HS) Rally, Band, Choir, Jr. Class and Student Council Advisors	6.5%	7%	7.5%	8%	8.5%
F	(HS/MID) HS Yearbook Mid-School Coach (Basketball, Volleyball, Football, Track, Wrestling)	5%	5.5%	6%	6.5%	7%
G	Outdoor School/ Leadership	1.5%	2.0%	2.5%	3%	3.5%

APPENDIX B (continued) - Extra Duty Salary Schedule

Effective July 1, 2021

Group/Step	1	2	3	4	5
A	\$4,634	\$4,827	\$5,020	\$5,214	\$5,406
B	\$4,246	\$4,440	\$4,634	\$4,827	\$5,020
C	\$3,667	\$3,862	\$4,055	\$4,246	\$4,440
D	\$2,703	\$2,896	\$3,090	\$3,282	\$3,476
E	\$2,511	\$2,703	\$2,896	\$3,090	\$3,282
F	\$1,930	\$2,124	\$2,316	\$2,511	\$2,703
G	\$580	\$772	\$965	\$1,160	\$1,351

Effective July 1, 2022

Group/Step	1	2	3	4	5
A	\$4,773	\$4,972	\$5,171	\$5,370	\$5,568
B	\$4,373	\$4,573	\$4,773	\$4,972	\$5,171
C	\$3,777	\$3,978	\$4,177	\$4,373	\$4,573
D	\$2,784	\$2,983	\$3,183	\$3,380	\$3,580
E	\$2,586	\$2,784	\$2,983	\$3,183	\$3,380
F	\$1,988	\$2,188	\$2,385	\$2,586	\$2,784
G	\$597	\$795	\$994	\$1,195	\$1,392

Effective July 1, 2023

Group/Step	1	2	3	4	5
A	\$4,868	\$5,071	\$5,274	\$5,477	\$5,679
B	\$4,460	\$4,664	\$4,868	\$5,071	\$5,274
C	\$3,853	\$4,058	\$4,261	\$4,460	\$4,664
D	\$2,840	\$3,043	\$3,247	\$3,448	\$3,652
E	\$2,638	\$2,840	\$3,043	\$3,247	\$3,448
F	\$2,028	\$2,232	\$2,433	\$2,638	\$2,840
G	\$609	\$811	\$1,014	\$1,219	\$1,420