

La Grande School District No. 1

and

La Grande Education Association

Agreement

2022 - 2024

Ratified by LEA May 24, 2022
Ratified by Board June 8, 2022



Table of Contents

Article		Page
Preamble		
Article 1	Recognition	1
Article 2	Definitions	1
Article 3	Successor Agreements.....	1
Article 4	District Rights.....	2
Article 5	Association Rights and Privileges.....	2
Article 6	Licensed Employees Rights	4
Article 7	Grievance Procedure	5
Article 8	Discipline	7
Article 9	District Responsibility for Employee Evaluations	8
Article 10	Dues and Payroll Deductions	9
Article 11	Licensed Employee Work Year and Days.....	10
Article 12	Peaceful Resolution of Differences	12
Article 13	Compensation.....	12
Article 14	Employee Benefits	14
Article 15	Continued Employment After Retirement	15
Article 16	Extra, Extended, Curriculum Work and Miscellaneous Duties	15
Article 17	Sick Leave	17
Article 18	Paid Leaves of Absence	19
Article 19	Unpaid Leave of Absence	20
Article 20	Professional Development	21
Article 21	Vacancies, Voluntary and Involuntary Transfers.....	22
Article 22	Layoff	23
Article 23	Savings Clause	25
Article 24	Job Sharing.....	25
Article 25	Personnel Files	27
Article 26	Safe Working Conditions	27
Article 27	Complaint Procedure.....	28
Article 28	Work Load.....	29
Article 29	Status of Agreement	32
Article 30	Distance Online Learning.....	32
Article 31	Duration of Agreement.....	33
Appendix A	Licensed Employee Salary Schedule	34
Appendix B	Index Factors	36
Appendix C	Extra Duty	37
Appendix D	Extra Duty Positions/Salary Table.....	38
Appendix E	Sick Leave	40

Preamble
Collective Bargaining Agreement

Between

La Grande School District No. 1
Union County, Oregon

And

The La Grande Education Association

THIS AGREEMENT, ENTERED INTO THIS 7TH OF JUNE, **2022**, BY AND BETWEEN UNION COUNTY SCHOOL DISTRICT NO. 1, LA GRANDE, OREGON, AND LA GRANDE EDUCATION ASSOCIATION, IS INTENDED TO SET FORTH THE FULL AGREEMENT BETWEEN THE PARTIES IN RESPECT TO EMPLOYMENT RELATIONS BETWEEN THE PARTIES AND IS THE AGREEMENT REACHED PURSUANT TO THE COLLECTIVE BARGAINING PROCESS.

WITNESSETH:



Article 1 — Recognition

The Association is recognized by the District as the appropriate bargaining agent for the purpose of collective bargaining and the District recognizes the Association as the exclusive representative of licensed employees as defined in Article 2, Section 4.



Article 2 — Definitions

1. “District” means Union County School District No. 1, La Grande, Oregon, a public employer.
2. “Association” means the La Grande Education Association, a licensed employee organization.
3. “Parties” means the “District” and the “Association.”
4. “Licensed employees” means:
 - A. Full-time and regular part-time (½ time or more) employees of the District holding licenses and employed under contract by the District.
 - B. “Licensed Employee” shall refer to employees included in the unit for bargaining as set forth herein: teachers of grades kindergarten through six (6); teachers of music, art, library, physical education; counselors; teachers of all subjects grades seven (7) through twelve (12); teachers of special education classes; nurses, department heads, head teachers, teachers on special assignments (TOSA) and temporary teachers hired for one (1) year. Supervisors, confidential employees, and substitutes are specifically excluded from the bargaining unit.
 - C. “Post-Retirement” shall refer to the period of time remaining in the current school year after the retirement date.
5. “Board” when used herein shall refer to the Board of Education, Superintendent and other central office administrators, principals, assistant principals, and all other supervisory personnel.
6. “Family members” shall include employee’s spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandparents-in-law, aunt, uncle, or any member of the immediate household as defined by the Family Medical Leave Act, or as approved by the Superintendent.



Article 3 — Successor Agreements

1. This Agreement shall automatically be renewed at the end of the term of the Agreement and shall be binding for an additional period of one (1) year unless either the Board or the Association gives written notice to the other not later than January 1 of the year the contract expires of its desire to modify the Agreement for a successive term or to terminate the Agreement.
2. Prior to February 1, 2024 the parties will mutually agree to the process to be used for negotiating a successor agreement for the entire Agreement. The parties shall exchange initial proposals by April 1, 2024.
3. Any agreement so negotiated will be reduced to writing and signed by the Board and the Association.
4. This Agreement may not be modified in whole or in part by the parties concerned except by an instrument in writing duly executed by both parties.



Article 4 — District Rights

1. The Board on its own behalf and on behalf of the electors of the District hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and invested in it by the laws and Constitution of the state of Oregon, and of the United States, including, but without limiting the generality of the foregoing, the right:
 - A. To the executive management and administrative control of the school system and its properties and facilities;
 - B. To hire all licensed employees and, subject to the provisions of law, to determine their qualification, the conditions for their continued employment, or their demotion; and to promote and transfer all such employees;
 - C. 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;
 - D. To select textbooks and other teaching materials and determine the use of teaching aids;
 - E. To determine class schedules, the hours of instruction, the co-curricular activities, and the duties, responsibilities, and assignments of licensed employees and other licensed employees with respect thereto, and the terms and conditions of employment.
2. 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, shall be limited only by the specific and expressed terms of this Agreement.
3. Nothing in the Agreement shall limit in any way the District's contracting or subcontracting of work or shall require the District to continue in existence any of its present programs in their present form and/or location or on any other basis.



Article 5 — Association Rights and Privileges

1. **Association Use of Facilities – Access to Schools**
 - A. The Association shall have the right to conduct meetings at employee work locations before or after regular work hours, during meal periods, and during any other break periods. The Association shall have the right to select the time and place of meetings, provided that such meetings shall not interfere with normal District operations. The Association shall have the right to conduct meetings without undue interference.
 - B. The Association shall have the right to meet with current employees during regular work hours at the employees' worksite to address grievances, complaints, and matters related to employment relations.
 - C. The Association shall have the right to meet with new employees for up to two (2) hours during the workday within thirty (30) days after hire without loss of pay or benefits.
 - D. The Association shall have the right to use the District's computers and email system to communicate with bargaining unit members regarding Association business.

2. **Association Use of Facilities -- Communications**

Association communication may be posted in a display area that has been designated by the principal for that purpose. Association communications must clearly identify the author and must be approved by Association officers. Defamatory material shall not be distributed or posted.

The Association shall have the right to distribute materials through the use of building faculty in-boxes in accordance with applicable U.S. Postal Service regulations.

3. **Use of School Buildings and Equipment**

School facilities and equipment may be used for Association meetings upon scheduling with the District. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use and any repairs necessitated as a result thereof. Where a custodian is required for such meetings and no custodian is regularly on duty at the time requested, the Association will pay the direct costs involved for such custodial service.

- A. The Association may make announcements at the end of faculty forums, building-level and District faculty meetings. Staff attendance is voluntary during the period when Association announcements are made.
- B. Upon request, the District agrees to furnish to the Association information necessary for its functioning as the exclusive bargaining representative.
- C. Official Association delegates shall be granted leave to attend statewide meetings pertaining to collective bargaining, contract maintenance, and related activities having a direct relationship to the Association's relationship with the District, provided the Association reimburses the District for the cost of the substitute. The Association shall be granted a total of ten (10) teaching days. The LEA Treasurer will serve as the bookkeeper for Association leave days and will report leave day usage to the District. A total of five (5) additional days per year of OEA/NEA leave shall be granted for state or national office holders provided the Association reimburses the District for the cost of substitutes. Appeals for additional leave for special circumstances may be made to the District. Such leave may be granted at the District's discretion at the per diem rate, with the Association reimbursing the District.
- D. The District shall grant employees who are designated representatives reasonable time to engage in the following activities during the public employee's regularly scheduled work hours without loss of compensation, seniority, leave accrual, or any other benefits:
 - a. Investigate and process grievances and other workplace-related complaints on behalf of the Association;
 - b. Attend investigatory meetings and due process hearings involving represented employees;
 - c. Participate in or prepare for proceedings under ORS 243.650 to 243.782, or that arise from a dispute involving a collective bargaining agreement, including arbitration proceedings, administrative hearings, and proceedings before the Employment Relations Board;
 - d. Act as a representative of the Association for employees within the bargaining unit for purposes of collective bargaining;
 - e. Attend labor-management meetings held by a committee composed of employers, employees, and representatives of the Association to discuss employment relations matters;
 - f. Provide information regarding a collective bargaining agreement to newly hired employees at employee orientations or at any other meetings that may be arranged for new employees;
 - g. Testify in a legal proceeding in which the public employee has been subpoenaed as a witness; and

- h. Perform any other duties agreed upon by The District and the Association in a collective bargaining agreement or any other agreement.
- E. The District may not reduce a public employee's work hours in order to comply with section D of this section except to prevent an employee from working unauthorized overtime hours.
- F. There shall be no reprisal or adverse repercussions to bargaining unit members for participation in Association activities.



Article 6 — Licensed Employees Rights

1. Licensed employees shall maintain the responsibility to determine grades and other evaluations of students, shall maintain adequate and accurate records of academic standing, classification and evaluation of all students, and other data prescribed by the District.
2. The personal life of a licensed employee is not an appropriate concern for attention of the District, as long as such personal life does not impair the licensed employee's performance of his/her professional responsibilities.
3. A licensed employee shall not be discriminated against by the District in employment relationship on the basis of race, color, creed, age, gender, national origin, political affiliations, sexual orientation or union activity.
4. The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the District. No licensed employee shall be prevented from introducing political, religious, or other controversial material, including his/her personal opinion, into a classroom presentation and discussion, providing that such material is relevant to the course content and is in no way detrimental to the school system or to the educational program. The licensed employee shall provide opportunities for all sides of an issue to be presented and that the topic and material used will be appropriate to the maturity level and intellectual ability of the students.
5. In the case of misconduct or insubordination, a licensed employee has the authority to recommend suspension of a student from his/her classes in accordance with District policy. A licensed employee shall readmit any such suspended pupil when District policy requirements for readmission have been met. Licensed employees have the responsibility to direct and control students during school hours.
6. In the event that the Superintendent or a principal (or a designee of the Superintendent or principal) calls a licensed employee to a meeting which might reasonably be expected to lead to disciplinary action against the employee, the employee will be informed in advance and in writing, whenever possible, that the purpose of the meeting is to discuss a disciplinary action and he/she shall, upon notice to the District, have the right to have a representative present at the meeting. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present.
7. Except in an emergency situation, criticism of any licensed employee by a supervisor, administrator, or other agent of the employer shall be made in confidence and never in the presence of students, parents of students, other employees, or at public gatherings. All critiques made shall be confidential.
8. If the licensed employee chooses to pursue his/her claim in the areas of discipline, nondiscrimination, or health/safety through the court system, the Employment Relations Board (ERB), or other outside

agency, the grievance procedure cannot be used and any decision rendered under the procedure will become null and void.



Article 7 — Grievance Procedure

1. Definitions

- A. “Grievance” means a claim by a licensed employee or a licensed employee in conjunction with the Association based upon the interpretation, application, or violation of this Agreement.
- B. “Grievant” means the licensed employee or the Association who initiates a grievance alleging a loss as a result of a violation of the Agreement.
- C. “Complaint” means a writing setting out the specific article(s) allegedly violated, the events giving rise to the grievance, the specific relief desired, and the basis therefore. The complaint shall be dated and signed by the grievant.
- D. “Party in interest” means the person(s) making the claim or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.
- E. “Immediate supervisor” means a District employee who has the direct administrative or supervisory responsibility for the grievant.
- F. “Days” shall mean teacher workdays. Weekend or vacation days are thus excluded, except that, when a grievance is submitted on or after May 1, “days” shall mean days that the District office is open.

2. Levels and Steps

A. Level I

1) Step 1 (Informal Conference)

The purpose of this grievance procedure is to equitably and informally settle a grievance, if possible, at the lowest possible administrative level. A thorough discussion of the claim shall be conducted by the grievant and the principal or immediate supervisor to seek grounds for the resolution of the problem.

Failing resolution:

2) Step 2 (Formal Conference)

In the event the problem has not been resolved at Level I, Step 1, the grievant may file a written complaint with the immediate supervisor within five (5) days after the informal conference. Within five (5) days of receipt of the complaint, the principal or supervisor shall hold a formal meeting with the grievant and attempt to resolve the matter. Within five (5) days of the formal meeting, the principal or supervisor shall prepare a written statement of the action taken and the reasons for the action taken.

3) Step 3 (Appeal)

Within five (5) days of written receipt of the decision of the action or within ten (10) days after the formal meeting held at Step 2, whichever is later, the grievant may file an appeal containing the alleged violation, specific article and language violated, and remedy sought by the employee in writing to the Superintendent or his/her designee.

B. Level II - Superintendent or Designee

Within ten (10) days of receipt of the written appeal, the Superintendent shall meet with the grievant and his/her representative for a discussion of the grievant's claim. They shall seek to obtain a mutual agreement on a resolution of the alleged violation.

The Superintendent will provide the grievant and his/her representative with a written decision within five (5) days following the meeting.

C. Level III - The School Board

If, after five (5) days of receipt of the decision rendered by the Superintendent, the grievant is not satisfied with the decision of the Superintendent, he/she may within five (5) days appeal in writing to the School Board stating the grounds upon which the complaint is based and the reasons why the grievant considers the decision of the Superintendent unacceptable. Within five (5) days, the Board chairperson will give notice to the grievant regarding whether the Board will accept or decline the appeal. If the Board declines the appeal, the grievant may proceed to Level IV.

Appeals that the Board agrees to hear will be heard within ten (10) days of acceptance of the appeal. The grievant will be given five (5) days' notice of the time and place of the hearing. The Board's decision will be issued at the hearing of the appeal.

D. Level IV - Arbitration

- 1) If the grievant is not satisfied with the disposition of his/her grievance at Level III, he/she may, within ten (10) school days after a decision by the Board, request arbitration with the written approval of the Association.
- 2) Within fifteen (15) days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain a commitment of an arbitrator to serve within the specified period, the Association may request a list of five (5) arbitrators qualified under the American Arbitration Association to be furnished from the Employment Relations Board. The parties shall then select an arbitrator from that list by such methods as they may mutually determine. If they are unable to agree upon a method, then the grievant and the Association shall strike the first name objectionable to it and the District shall strike the first name objectionable to it. This method of alternately striking names shall continue until the final name left on the list shall be the arbitrator.
- 3) The conduct of the arbitration hearing shall be held pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator shall hold a hearing promptly and shall issue his/her decision no later than thirty (30) calendar days from the date of the close of the hearing, or, if oral hearings have been mutually waived, then from the date that final settlements and proofs on the grievance issues are submitted in writing to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator may not add to, subtract from, or amend the terms of this Agreement and 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.

Insofar as the decision of the arbitrator is within the scope of his/her authority as described above and is based on substantial evidence, his/her decision shall be final and binding upon the grievant, the Association, and the District.

- 4) The costs of the services of the arbitrator shall be borne equally by the Association and the District. Other expenses incurred by the District or the Association shall be the responsibility of the party incurring it.

3. The grievant should be present at all steps of the procedure, if possible; in class grievances a grievant must be present. The grievant(s) may be represented at all steps of the grievance procedure by himself/herself or may, at his/her option, also have representative(s) of the Association present to represent the grievant at the grievant's expense.
4. The number of days indicated at each level shall be considered a maximum in order to expedite the process.
5. It may at times become necessary to extend time limits. These extensions are to be kept to a minimum and must be mutually agreed to in writing by the parties involved at any time.
6. Failure at any step of this procedure to communicate the decision in writing on a grievance within the specified time limit shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a decision to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.
7. In order to be cognizable, each grievance shall have been initiated within twenty (20) days of the occurrence of the cause of the complaint, or, if the grievant did not have knowledge of said occurrence at the time of it's happening, then within twenty (20) days of the first such knowledge.
8. If a grievance affects a group or class of licensed employees the grievant may submit such grievance in writing directly to the Superintendent and the processing of such grievance shall be commenced at Level II.
9. Meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this article except that the Association shall have the right to be represented at all grievance meetings. This provision is subject to the Public Meetings Law.
10. All procedures of this article shall be performed at times other than regularly scheduled classroom or school-sponsored activities that the individuals involved in the grievance either desire or are required to attend. Any licensed employee may be released from regularly scheduled duties for participation in procedures under this article only by specific direction of the District.
11. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
12. All written grievances must specify the section(s) of the contract allegedly violated, the facts that give rise to the grievance, and the remedy sought.



Article 8 — Discipline

1. No licensed employee will be disciplined, reprimanded, reduced in rank or compensation, suspended, or demoted because of disciplinary reasons without just cause. All information that forms the basis for disciplinary action shall be made available to the teacher and the teacher shall have a reasonable opportunity to respond thereto. Action taken pursuant to this section shall be subject to the grievance procedure. Just cause in this Agreement shall mean:
 - A. The District, before administering the discipline, must make an objective investigation in which the licensed employee has written notice of the charges and an opportunity to refute the charges. In

order for discipline to be administered, the District must have substantial evidence or proof of the charge.

- B. The severity of the discipline shall be reasonably related to the seriousness of the offense and the order or rule must reasonably be related to the orderly, efficient, and safe operation of the District and be administered uniformly.
 - C. The licensed employee shall have the right to have representation of his/her choice and advance notice of all meetings that might reasonably be expected to lead to disciplinary action.
 - D. Licensed employees shall be given forewarning of the probable disciplinary consequences of their conduct, except for those offenses (including theft, insubordination, and intoxication on the job), which by common knowledge, may expect to be properly disciplined.
 - E. Final decision(s) shall be rendered in writing.
- 2. This provision does not apply to retention or non-retention for extra-duty assignments or to any type of extended contract.
 - 3. Specifically exempted from the provisions of this article are any actions resulting in the dismissal or non-renewal of a probationary licensed employee and the dismissal of a licensed employee. Such matters are covered exclusively by the Fair Dismissal Act and as such are not covered by the Agreement.



Article 9 — District Responsibility for Employee Evaluations

- 1. The evaluation of a licensed employee is the District's responsibility. The District shall establish and promulgate a uniform evaluation policy. The evaluation policy in force on July 1 of any school year will not be changed during the course of the current school year. The Superintendent will monitor the application of the policy to ensure compliance with the procedures.
- 2. At the beginning of each school year, each licensed employee shall be given notice of the criteria to be used for the licensed employee evaluations.
 - A. All formal evaluations of licensed employees shall be in writing.
 - B. Each licensed employee shall be given a copy of his/her written evaluation within a reasonable period of time after its completion.
 - C. This evaluation shall be based on the licensed employee's job description, performance standards, and any goals that may be established.
 - D. Evaluation reports shall be placed in the licensed employee's file only after reasonable notice to the licensed employee.
 - E. The employee's signature serves as reasonable notice. The signature on the evaluation does not constitute agreement or disagreement with the evaluation.
 - F. Refusal to sign will not prevent the evaluation from being placed in the file.
 - G. A licensed employee may attach written comments to the evaluation for inclusion in his/her personnel file.
- 3. A plan of assistance may be initiated as determined by the administration. The plan shall be in writing and shall include, as a minimum:
 - A. Specific deficiencies;

- B. Required improvements that must take place;
 - C. Written timeline for the plan of assistance;
 - D. Discussion with the licensed employee before implementation and the plan shall be signed by the licensed employee and administrator;
 - E. Licensed employee and administration will be allowed to have representation at the meeting when the plan is discussed.
4. This article does not apply to the dismissal or non-renewal of probationary or contract teachers.



Article 10 — Dues and Payroll Deductions

1. Association Dues

- A. Any licensed employee who is a member of the Association may authorize deductions of membership dues in the Associations. Such authorization shall continue in effect from year to year, unless revoked in writing as hereinafter provided. Pursuant to such authorization, the District shall deduct and remit the monthly dues from the regular salary check of the licensed employee each month, beginning in October of each year. (Deductions for licensed employees who join the Association after the commencement of the school year shall be appropriately prorated so that payments will be completed by the following June.)
- B. The District will deduct dues, fees, and any other assessments or authorized deductions to the Association and the OEA in accordance with the payroll deduction authorizations signed by members and provided to the OEA. The OEA will provide the District with a list identifying the employees who have signed such authorizations and to remit payment to the Association and the OEA.
- C. In August, December, and April of each year, the District shall provide to the OEA Membership Specialist an Excel-compatible database of each employee in the bargaining unit (both active members and nonmembers) that includes the employee ID, date of birth, first date of services, FTE, classification or title, PERS classification, worksite, salary, home address, home phone number, and personal email address, if available. Whenever a new employee is hired into the bargaining unit, La Grande School District shall provide the above information within ten (10) days of hire.
- D. 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.
- E. Withdrawing the payroll deductions for such dues may be accomplished by writing a letter to the President of OEA delivered between August 1 and October 1 of any year.
- F. The Association does hereby indemnify and will defend the District against all claims, charges, damages, legal fees and costs incurred as a result of a legal determination that the withholding of sums as provided herein is contrary to law.

2. Payroll Deductions

Upon written request from the employee and District approval, the District shall make additional salary deductions for any bargaining unit member and properly remit such deductions. To facilitate employees' ability to make personal financial plans, a list of available District-approved deduction options available for each fiscal year will be provided at the beginning of the school year.

The District will service payroll deductions for the following:

- Tiger Boosters
- Disability/Cancer/Life/Accident & Long-Term Care Plans
- United Way contributions
- Employee paid health insurance premiums for District-authorized health plans
- Union dues
- Life Flight Membership
- Section 125 contributions for dependent care, District-approved insurance's, and medical expenses
- HSA Contributions
- Mid-month draws
- Angel Fund
- 457 Tax Sheltered Annuity
- Section 403(b) contributions to companies maintaining at least three (3) contributing employees on their account. (Companies currently receiving payroll service with less than three (3) employees contributing will be grandfathered, but no more companies will be added unless at least three (3) employees request service.)



Article 11 — Licensed Employee Work Year and Days

1. The length of the contract year shall be one hundred eighty eight (188) paid workdays composed of:
 - A. One hundred seventy (170) student contact days;
 - B. Four (4) Conference student contact days
 - C. Six (6) paid holidays including Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, New Year's Day and Memorial Day; and
 - D. Eight (8) working days without students.
 - i. One (1) of the Eight (8) working days without students to be determined by the calendar committee
 - ii. Two (2) of the Eight (8) working days without students will consist of non-contact, non-meeting, non-PD days at the start of the school year.
 - iii. Two (2) of the Eight (8) working days without students will consist of non-contact, non-meeting, non-PD days at the end of the school year.

The October statewide inservice day shall be a non-contract day.

During the life of the contract, the Board has the option of adding two (2) additional paid days per year to the teacher contract year at the per diem rate.

2. The normal workday shall be no longer than eight (8) hours inclusive of a duty-free lunch period of not less than thirty (30) consecutive minutes occurring between 11:00 a.m. and 1:30 p.m. Teachers' schedules shall include no less than thirty (30) minutes for lunch, and sufficient time to travel to their assigned places of duty when traveling from one assignment location to another. The normal workday shall include but not be limited to: a) one-half ($\frac{1}{2}$) hour before classes commence; b) one-half ($\frac{1}{2}$) hour after classes adjourn; and c) a maximum of five and one-half ($5\frac{1}{2}$) hours of classroom instruction. The

District may alter item a) and b) for assignment to other professional tasks such as curriculum development, curriculum evaluation, curriculum revision, supervision, and inservice activities; and d) before and after school times may be adjusted by no more than ten minutes to accommodate busing issues only.

The District retains the right to increase or decrease student contact time within the confines of the above licensed employee workday.

3. All licensed employees shall have a thirty (30) minute duty-free lunchtime for personal use.

4. **Professional Responsibility:**

It is recognized that certain activities and meetings which licensed employees are expected to attend are “professional” in nature. For attendance at these activities or meetings, which extend beyond the workday or scheduled after the workday, employees may make reasonable adjustments to their daily and weekly schedules, as necessary, to accommodate professional obligations and to meet personal needs. Licensed employees shall be professional in communicating these adjustments to the appropriate administrator. It is understood that this provision shall not be interpreted to lessen the responsibility of each teacher to meet any and all District standards of competent performance.

A. Each building administrator will provide a calendar of dates for regularly-scheduled meetings to the staff at the beginning of the school year.

1) The calendar will provide for no more than two (2) staff meetings per month excluding professional development meetings; not to exceed one (1) meeting day per week.

2) Administrators shall be reasonable in scheduling meetings and activities. Adequate notice of meetings and activities shall be provided to staff. Adequate notice is defined as seventy-two (72) hours, or three (3) working days. Emergency meetings will not fall into this category.

3) Staff assigned to more than one (1) school will not be expected to attend more activities or meetings than a licensed employee assigned to just one (1) school.

B. Licensed employees who intend to adjust their workdays in recognition of their participation in approved activities and meetings shall notify the appropriate administrator.

5. Licensed employee attendance shall not be required whenever student attendance is not required due to inclement weather or other such unforeseen circumstances beyond the control of the Board. Licensed employees’ pay will not be docked for days missed; provided, however, that the Association agrees that such days may be made up at the option of the Board to incorporate the total number of teacher contract days, without additional compensation.

6. Each licensed employee shall be granted preparation time to be used at the LEA member’s professional discretion as indicated below:

A. Middle school and high school licensed employees shall have one (1) of their regularly assigned periods for preparation each day. In grades 6-12, the District has the right, up to two (2) times per month, to use any excess minutes in the preparation period over forty-eight (48) minutes for meetings. The two meeting times per month can be combined into a single meeting.

B. In grades K-5, licensed employees shall be granted a minimum of two hundred forty (240) minutes of preparation time per week, including a minimum of a thirty (30) minute block per day during the student contact day. In shortened weeks, preparation time shall be proportional to time allocations in normal weeks. On shortened days only, preparation time that is normally scheduled during the hours that constitutes the shortened days shall be required. On days in which all class periods are equally shortened, preparation time shall be proportionally reduced. Additional preparation time shall be in blocks no less than fifteen (15) minutes each.

- C. Professional Learning Community (PLC) tasks assigned by the District shall not infringe upon the preparation times detailed in Sections A and B above.
- D. The District shall not schedule meetings, excluding those for IEPs, emergency health and safety meetings as determined by building administrators or PLCs on the last contract day of the quarter, the one (1) contract day before this day, and the one (1) contract day after this day. One (1) work day will be scheduled at the end of each quarter. One of the two (2) teacher workdays available to classroom teachers at the beginning of the school year will be used solely for teacher preparation and will be meeting-free.
- E. Licensed employees shall not be assigned or contracted to other duties during preparation time. Licensed employees who function as regular classroom teachers on the elementary level shall not be required to remain with their classes while instruction in music, media, and counseling is being conducted by a specialist hired for such a purpose.
- F. The calendar committee will include one voluntary LEA member per building. The District reserves the right to appoint other members of the calendar committee.

Article 12 — Peaceful Resolution of Differences

In consideration of this Agreement and its terms and conditions, the Association, its officers, representatives, and bargaining unit members shall not, during the term of this Agreement, engage in or condone any strike, slowdown, work stoppage, or other refusal to perform any assignment on the part of any licensed employees represented thereunder, nor shall the Association or its bargaining unit members take part in or condone the above specified actions against the Board or the District.

Article 13 — Compensation

1. Salary Classification for Licensed Employees New to District

Credit may be allowed for previous experience of entering licensed employees on the following basis:

- A. No more than a total of ten (10) years previous experience may be allowed except in unusual circumstances.
- B. A licensed employee may be allowed one (1) year of teaching experience if he/she taught one hundred and thirty-five (135) consecutive days.
- C. Teaching experience other than public elementary or secondary school experience may be counted if it is directly related to the assignment of the licensed employee.
- D. College credit hours used for initial placement on the salary schedule must be earned subsequent to the education degree and certification to teach. Persons being offered a teaching or nursing (BSN) position will receive, in writing, an initial salary placement statement detailing the method (BS or MS) and number of credit hours based on unofficial transcripts provided in the application within ten (10) days of hiring. The District may revise these numbers based on official transcripts and will notify the applicant in writing once final placement has been determined. Every effort will be made to notify the employee before the employee's first day.

2. Vocationally Licensed Employees

Licensed employees hired with vocational certification will be placed on the BA column of the existing salary schedule. Salary schedule advancement for CTE credits of applicable industry experience, may be submitted to the Superintendent for consideration for salary schedule advancement. The Superintendent may approve a maximum placement of step four (4) on the salary schedule based on

credit of industry experience, with prior approval from the Superintendent. A limit of forty-five (45) CTE credit hours of three thousand (3,000) industry work hours will be considered for salary schedule advancement.

3. **Basic Salaries**

- A. The basic salaries for the licensed employees in the work year shall be as set forth in Appendix A.
- B. If the Board elects to add up to two (2) days per year to the contract year pursuant to Article 11.1, the rate of pay shall be at the per diem rate.

4. **Credits for Advancement**

- A. If a licensed employee completes the necessary credits for advancement to a higher educational level on the compensation schedule, an adjustment in placement on the schedule, to be effective in the subsequent school year, will be made only if the licensed employee notifies the Superintendent in writing prior to September 1 with proper verification of having successfully completed the additional course work prior to November 1st.
- B. To move horizontally on the schedule, licensed employees must complete graduate course work through a state-accredited university or college. Licensed employees hired on or before the 1990-91 school year may utilize undergraduate hours to advance horizontally on the schedule. Licensed employees must receive a “C” or better grade, or a “P” for pass/fail course work.
- C. Horizontal movement on the schedule will be granted for District-offered training outside the workday under the following conditions:
 - 1) Ten (10) hours of training equals one (1) credit hour.
 - 2) Each licensed employee can earn a maximum of forty-five (45) non-transferable credit hours during his/her tenure with La Grande School District #1 with prior approval of the Superintendent.
 - 3) When utilizing in-district staff as presenters, the presenter will be compensated at the presenter rate of forty-one dollars (\$41) per hour subject to any COLA increases.

Presenters are paid for hours of presentation based on a ratio of one (1) hour preparation for one (1) hour course.
 - 4) Such internal credit hours earned in-district are not transferable.

5. **Number of Payments**

Each licensed employee shall be paid the salary due from his/her regular contract on the basis of twelve (12) equal payments.

6. **Compensation for Student Teacher Supervision**

Licensed employees accepting the duty of supervising student teachers or interns shall be paid an amount equal to the direct dollar compensation the District receives from the college for providing such supervision minus related payroll costs.

7. **Compensation for Teacher Coverage**

The parties recognize the desirability of regular teacher preparation time as provided above. If, with prior approval from administration or designee, a teacher covers another teacher’s class during their prep time, the teacher shall receive additional pay at the curriculum rate as described in Article 16.4.



Article 14 — Employee Benefits

1. Fringe Benefits

A. The District shall contribute towards the composite insurance premium for each licensed employee participating in the District’s chosen medical, vision, and dental program for the school years as indicated below. The District shall determine the carriers and method of payment to effectuate this section. The District shall select the carriers and specific insurance programs that will be made available to employees. The District agrees to provide substantially similar coverage if a change is made and will notify the Association before any final decision is made to change carrier(s).

1) The District contribution towards insurance premiums listed below shall begin with the September payroll check and extend through the August payroll check of the year shown:

<u>2022 – 2023</u>	\$1,449.16 (+\$75)
<u>2023 – 2024</u>	\$1,500.00 (+50.84)

The Association may, with written notice to the District, change the coverage if the cost of the fringe benefit program exceeds the caps specified in Section A.

B. All insurance coverage shall be for twelve (12) months.

C. An employee who has insurance coverage through the District and who has a spouse eligible through the District, or has coverage through another employer sponsored group medical insurance program, may decline or “opt-out” of medical coverage. Other group coverage does not include Medicare, Medicaid, Veteran’s Administration Health Benefits, student health benefits, the federal health exchange, a state health exchange or an individual plan. The employee will not receive any part of the designated insurance benefits package if electing “opt-out”. The “opt-out” expires September 30th of each year. The employee must submit to the payroll department an enrollment form indicating their intent to opt out each year during the open enrollment period. Proof of other insurance may be required and the employee must agree to notify the District if the other employer group coverage ends. If the other employer’s group coverage ends, the employee is no longer eligible for the “opt-out” cash incentive. An employee who loses other group coverage is eligible to enroll in coverage through the District provided qualifying event requirements established by the insurance company are met. For an employee who declines medical coverage, the District will provide an “opt-out cash incentive equal to 30% of the eligible monthly insurance contribution. This “opt-out” cash incentive is subject to all applicable taxes.

D. Certified staff hired as part-time employees (less than 1.0 FTE) after June 30, 2011 shall receive pro-rated insurance benefits. Current certified staff working less than full-time as of June 30, 2011, shall continue to receive full insurance benefits. If a full-time certified staff member is involuntarily reduced to a part-time position, the member shall continue to receive full insurance benefits until the member refuses a full-time position, at which time insurance benefits would be pro-rated.

E. If an employee chooses a District approved H.S.A. (Health Savings Account) insurance plan, the district will contribute the difference between the negotiated (capped) premium contribution amount in the contract and the total cost of premiums for all coverage elected by the employee to a qualified health savings account (H.S.A.). All H.S.A. contributions will be subject to applicable laws, limitations, maximums, and regulations. There will be no unused employer contribution paid to employees as cash.

2. **Public Employees Retirement System**

The District shall provide payment of the licensed employee's portion of the Public Employees Retirement System (PERS)/Oregon Public Service Retirement Plan (OPSRP).

Article 15 — Continued Employment after Retirement

Licensed employees who are eligible for retirement benefits under PERS may retire prior to the end of a school year. Those employees who are subsequently re-hired by the District are members of the bargaining unit and shall continue to work for the remainder of that school year subject to the following conditions:

1. The licensed employee must begin the school year and submit his/her request during that year for retirement. For the purpose of Article 15 only, the school year is defined as July 1st through June 30th of the following year.
2. The licensed employee may complete the school year as an employee at his/her contracted salary rate. In any event, the employment shall be for no longer than his/her current contracted work year.
3. The licensed employee's sick leave shall not carry over to the post-retirement assignment. Employees shall retain their seniority through the contract year.
4. Sick time shall be based on sick time provisions for the duration of the post-retirement employment.
5. Health benefits contributions for the term of their post-retirement employment shall continue as if the employee had continued as a contract teacher.
6. The District will not be obligated to make any PERS employer or employee contributions for the post-retirement employee.
7. Employment after post-retirement is subject to rehire.
 - A. Employment of licensed staff after their post-retirement year will be considered new employees. Seniority will accrue from date of the new assignment.
 - B. Salary placement will be at Step Ten (10) at the appropriate education column.
 - C. The District will not be obligated to make any PERS employers or employee contributions for the retired employee.
8. Retirees who accept employment under this article shall continue to pay Association dues.
9. The District reserves the right to enter into other retirement arrangements with those licensed employees who elect to retire outside of the school year. In any event, the post retirement employment contract shall be for no longer than one (1) school year.

Article 16 — Extra, Extended, Curriculum Work and Miscellaneous Duties

This Article shall cover four (4) categories of those duties beyond the teaching assignment: extra duty, extended duty, curriculum work, and miscellaneous. Nothing contained in the provisions of the Agreement shall be construed as establishing permanency for extra duty, extended duty, curriculum work or miscellaneous assignments. Memoranda of agreements shall be executed for each extra duty, extended

duty, curriculum work or miscellaneous duty for each employee, which shall specify the period of services as well as the rate of pay.

1. **Extra Duty**

- A. This category includes those activities that are not directly related to the teaching assignment.
- B. Licensed employees may accept assignments to conduct and supervise student activities sponsored by the District under the District's extra-duty program.
- C. Determination of the number of the extra-duty positions to be made available each school year, the job descriptions and duration of the positions offered and the selection and retention of licensed employees to be offered these extra-duty assignments rests solely with the Board. The District retains the right to subcontract out extra-duty assignments when no bargaining member is willing and qualified to serve in the assignment.
- D. The schedule for payment of extra-duty assignments is set forth in Appendix C and the positions in Appendix D.
- E. The District retains the right to determine the job duties, develop job descriptions, and assign job titles to newly-created positions. However, the District is obligated to bargain with the Association to establish the salaries for these new positions. The District will also not merely assign new job titles to current positions for the purpose of reducing that position's salary.

2. **Extended Duty**

- A. Extended duty designates those limited duties that are logical extensions of the teaching assignment which the District has agreed to be paid at per diem rates.
- B. Extended duty compensation will include teachers who are assigned duties teaching another class continuously for one quarter or longer during their prep time.
- C. Assignments in this category will be determined by the administration; however, licensed employees will have the right to accept or reject an assignment in this category.
- D. Any additions or deletions to the list of extended-duty assignments will be the decision of the administration and/or the Board.
- E. The formula to determine the per diem rate of pay in this situation will be the employee's base annual salary divided by the number of work days in a school year. The hourly rate will be per diem, divided by the number of work hours in a day.

3. **Curriculum Work**

- A. Curriculum work includes both short-term special projects assigned by the District and accepted by licensed employees to design curriculum as well as teacher membership on those long-term District committees which focus on curriculum.
 - 1) Short-Term Curriculum Work. Any short-term curriculum work assignments will be paid the hourly substitute teacher rate, excluding employee benefit costs. Examples of such short-term curriculum work include: designing alternative classes at the High School or writing units for new courses.
 - 2) Long-Term Curriculum Work. Long-term curriculum work will be paid on a stipend basis. The amount of the stipend will be determined by the administration.
- B. The administration will designate the assignments as either short-term or long-term; however licensed employees will have the right to accept or reject an assignment in this category.

4. **Miscellaneous Duties**

Other miscellaneous duties include special assignments which are typically extra responsibilities and unique to each school.

- A. When a teacher voluntarily accepts an administrative request to teach a class for another teacher during his/her preparation period, the pay rate will be \$41 per hour subject to any COLA increases.
- B. Other responsibilities and pay under this category shall be determined by the building administrator; however, licensed employees will have the right to accept or reject assignments in this category.
- C. The administration will determine the amount of funds available for payment of the positions.
- D. Extended Season pay. If an OSAA recognized program makes it to the OSAA sanctioned state playoffs/competition, such as post league competition, post district conference, or post regional; the paid coaches/directors involved in the extended season will be paid a rate of \$175 per week in addition to their normal coaching/directing stipend.
- E. Any certified case manager responsible for going beyond the contract day shall receive an extra duty stipend. A Special Education Case Manager will be placed on Class Q. A 504 Case Manager will be placed on Class R. A TAG Coordinator/Case Manager will be placed on Class S. An ELL Case Manager will be placed on Class S.



Article 17 — Sick Leave

Licensed employees who are absent because of personal illness or accident shall receive compensation because of sickness or accident during such absence in accordance with the provisions and reservations pertaining to sick leave allowances. For the purposes of this article, an absence because of pregnancy, whether because of miscarriage or other complications or because of a reasonable amount of time needed to prepare for and recover from a normal childbirth, shall be considered a personal illness. Licensed employees shall be able to use accumulated sick leave and personal leave for an illness within an employee's family as defined in Article 2.6. Family medical leave shall be administered according to state and federal statutes. Licensed employees shall provide medical certification after five (5) consecutive days of illness of a child or adult member of the family.

1. Each beginning licensed employee shall be credited with ten (10) days paid sick leave for the first year of employment in the District.
2. Each licensed employee shall be credited with ten (10) days' paid sick leave in the second and subsequent years of his/her employment in the District in accordance with ORS 332.507.
3. Paid sick leave may be accumulated.
4. Quarterly, each licensed employee shall be given a written accounting of his/her use and accumulation of sick leave upon request.
5. Sick Leave Bank
 - a. Employees will be permitted to donate sick leave to a sick leave bank administered by the LEA Executive Committee in compliance with this article. Records for the sick leave bank will be kept by the District Office.
 - b. The sick leave bank is set up for the purpose of allowing current licensed employees to donate sick leave to an established sick leave bank.

- c. Each member of the bargaining unit may donate one (1) day of sick leave; such donations will be accepted up to the bank maximum of ninety (90) days. Donated days will stay in the sick leave bank from year to year.
- d. Donations are completely voluntary.
- e. To be eligible for the bank, each member must have donated at least one (1) day to the sick leave bank.
- f. At the end of April of each year, the District will send out a request for donations if needed. Donations will be accepted on a first come first serve basis up to the sick leave bank maximum.
- g. New employees will be asked if they want to donate one (1) day at the beginning of the school year, even if the bank has reached the maximum of ninety (90) days.
- h. Bargaining unit members shall confirm their desire to donate to the sick leave bank no later than May 15 by completing the sick leave donation form and returning it to the payroll office.

6. Eligibility

- a. To be eligible, a current employee, they must meet one (1) of the provisions of ORS 332.507.
- b. To be eligible, a current employee must not be receiving any of the following: other district paid leave; workers compensation benefits; Oregon Paid Family Leave; or disability insurance benefits.
- c. Employees will not be denied the ability to participate in the sick leave bank as either a donor or receiver based on membership or non-membership in the Association.
- d. To be eligible, a current employee must apply to and be approved by the LEA Executive Committee or a designee. The District shall administer all disbursements from the sick leave bank on behalf of the Association.
- e. The District shall transfer accumulated sick leave to the sick leave bank in accordance with the employee's request that is received within the donation period up to the bank maximum.
- f. The sick leave bank does not create any obligation on the part of the District or the LEA to provide sick leave to any employee who has exhausted their accrued sick leave.
- g. Requests for sick leave bank days must be for serious/catastrophic injury, disease, or event and will be limited to 45 days annually for care of a family member, 90 days annually for an employee with a catastrophic illness.
- h. The district shall administer disbursements from the sick leave bank only upon written direction from the Association. However, at no time shall the total number of sick leave days to be dispersed exceed the total number of such days recorded in the sick leave bank.
- i. In recognition of the District's cooperation with the Association to administer the sick leave bank as provided herein, the Association does hereby hold the District harmless for any claims or suits instituted against the District as a result of its maintenance of the Association's sick leave bank and not subject to the grievance procedure.



Article 18 — Paid Leaves of Absence

1. **Personal Leave**

Three (3) days leave of absence shall be granted for personal matters that require absence during school hours. Teachers have the option to carry over two (2) of their three (3) personal days, up to a total of five (5) personal days, for the following year. Unused days may continue to be carried over at no more than two (2) per year for a max of five (5) to be used per school year. Notice to the licensed employee's principal or other immediate supervisor for personal leave shall be made at least one (1) day before taking such leave (except in the case of emergencies). Said notice shall not state the reason for taking such leave other than that it is being taken under this section. Personal leave may not be used in the last five (5) days of student contact time in the school year without prior approval by the principal. At the option of the teacher, unused personal leave days may be paid at the state substitute rate. The reimbursement option must be elected prior to May 1st for inclusion in the June payroll.

2. **Jury Duty Leave**

A licensed employee shall be granted leave with pay for service upon a jury. Association members will sign over any compensation to the District minus expenses (lodging, mileage and meals) up to their normal per diem rate. Upon being excused from jury service during any day, an employee shall immediately return to complete his/her assignment for the remainder of the regular workday.

3. **Court Cases - Witness - Litigant**

Whenever a licensed employee is subpoenaed as a witness or litigant in a court proceeding, he/she shall be excused for such appearance and, upon being excused from such appearance, he/she shall immediately return to complete his/her assignment for the remainder of his/her regular workday. Association members will sign over any witness compensation to the District minus expenses (lodging, mileage and meals) up to their normal per diem rate of pay. During non-contract hours employee may keep witness compensation.

When appearing as a witness or litigant in a quasi-judicial proceeding, the licensed employee will be granted leave without pay. Paid leave as identified above does not apply when a licensed employee is involved as a litigant in any action wherein the District, its licensed employees, or agents are defendants, and the matter relates to the teacher's employment or arises out of District-related activities. Leave under these circumstances shall constitute a leave without pay. However, personal leave may be used in these circumstances.

4. **Bereavement**

When death occurs in the immediate family of an employee, the Superintendent or the Superintendent's designee, shall grant the employee necessary time off for the purpose of bereavement, upon recommendation and approval of his/her supervisor. A regular certified employee is eligible to receive five (5) days leave per occurrence or a total of ten (10) days per school year with pay when said leave occurs within the regular work schedule of the employee. Immediate family includes mother, father, step-parents, grandmother, grandfather, grandchildren, spouse, domestic partner, son, daughter, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, step-children, and any other person living in the same household. If unforeseen circumstances should arise, the employee may request special considerations for additional days off without pay.

5. **Illness Leave**

Any unpaid leave granted for illness within the immediate family shall receive a deduction for the licensed employee's salary at only the cost of a substitute teacher, no to exceed ten (10) working days.



Article 19 — Unpaid Leave of Absence

1. Leave of Absence

- A. An unpaid leave of absence of up to one (1) year may be granted to any contract employee for the purpose of participating in exchange teaching programs in other states, territories or countries; foreign, embassy and/or military teaching programs; the Peace Corps, Teacher's Corps, or Job Corps as a full-time participant in such program; or cultural travel or work program related to his/her professional responsibilities provided the licensed employee states his/her intention to return to the school system. Requests for such leave shall be submitted in writing for Board consideration.
- B. An unpaid leave of absence of up to two (2) years shall be granted to a contract employee for the purpose of serving as an elected officer of the State Association.
- C. An unpaid leave of absence not to exceed one (1) year may be granted to any contract employee for the purpose of campaigning for his/her own candidacy or serving in an elected public office.
- D. All benefits to which a licensed employee was entitled at the time his/her unpaid leave of absence commenced, and which remain in effect for licensed employees, including unused accumulated sick leave, and accrued years toward developmental leave eligibility, shall be restored to him/her upon his/her return.
- E. Upon the licensed employee's return to the District, the District shall endeavor to place the licensed employee in the same, or similar position, as was vacated to take advantage of the leave, subject to the provisions of Article 22 - Vacancies, Voluntary and Involuntary Transfers, and Article 23 - Layoff.
- F. If a licensed employee is granted unpaid leave, the employee will be granted the opportunity (subject to the rules of the carrier) to self-pay medical, dental, and vision insurance for the duration of the unpaid leave.
- G. Upon return to full-time duties from an unpaid leave of absence, a licensed employee may apply to the District for advancement on the salary schedule for the period of his/her leave of absence in accordance with Article 13 - Compensation.
- H. All extensions or renewals of unpaid leaves shall be applied for and granted or denied in writing. Failure to return to the District from an unpaid leave at its expiration will be considered a resignation unless the Board has extended such leave.

2. Maternity and Parental Leave

An unpaid maternity leave of up to ten (10) months shall be granted to a licensed employee. Request for such leave shall be discretionary with the licensed employee involved. The attending physician of the licensed employee involved shall determine readiness for re-employment. The District acknowledges the provisions of ORS 659.470 regarding parental leave.



Article 20 — Professional Development

1. Conference/Professional Leave Bank

The District shall budget dollars each year to provide for funds to allow licensed employees to attend conferences, workshops, and classes that will be beneficial to the licensed employee and the District. These funds will be expended in accordance with the following provisions:

- A. There will be an annual District-wide Professional Leave Bank for the purpose of reimbursing licensed employees for reasonable expenses incurred at attendance of approved professional leave activities. The Professional Leave Bank will receive a minimum of twenty-five thousand (\$25,000) for each year of the contract.
- B. There shall be established a Teacher Professional Leave Committee of four (4) members comprised of two (2) bargaining unit members appointed by the Association and two (2) building administrators. The committee shall have the authority to approve professional leave requests by a majority vote. The committee shall make recommendations for the disbursement of funds to the Superintendent. The procedures shall be shared with the Business Office.

2. Professional Development

The District shall allow the opportunity for employees to earn both transferable and non-transferable credits.

A. Training outside the workday.

- 1) Ten (10) hours of training (or hours in class for CTE credits that have been pre-approved by the Superintendent) would equal one (1) credit hour.
- 2) Limit of forty-five (45) non-transferable credit hours may be earned for each licensed Association member during his/her tenure with the La Grande School District.
- 3) District and Association will develop a procedure for tracking hours.
- 4) Professional Development Units will apply towards movement on the salary schedule.

B. Beginning with the 2017-18 school year, teachers will be allowed to earn PDU's for salary schedule advancement from additional sources, including professional development modules offered by online learning providers, book studies, etc. with prior approval, following the steps described below:

- 1) The teacher will write a paragraph describing the class/course/activity they wish to complete and why it is relevant to their assignment. The proposal will then be presented to the building principal for his or her consideration and approval.
- 2) If approved, the teacher will complete the class/course/activity.
- 3) The teacher will write a 1-page summary of what he or she learned, how the information learned is relevant to his or her assignment, and how they will use the information learned in the classroom. This summary will be presented to the Superintendent, along with a copy of the proposal approved by the building principal.
- 4) The Superintendent will review the documents and sign-off to approve PDU's to be eligible for salary schedule advancement.
- 5) A maximum of 150 PDU's can be earned by any teacher utilizing this alternate method.

- C. When utilizing in-district staff for approved training to meet District goals and priorities:
- 1) Presenters are paid at the presenter rate, forty-one dollars (\$41) per hour subject to any COLA increases for presentations offered outside the workday.
 - a. Presenters are paid for hours of presentation based on a ratio of one (1) hour preparation for a one (1) hour course and,
 - b. Presenters may choose the option of receiving pay or in-district non-transferable credit for presentation time.
 - c. The presenter assignment is voluntary.
 - d. When the District provides professional development and lunch is provided by the District, a thirty (30) minute lunch is a sufficient amount of time. When lunch is not provided by the District, an hour will be needed for teachers to travel to and from their destinations for lunch.

3. **Teacher Licensure**

The Teacher is responsible for maintaining licensure in accordance with TSPC guidelines.

4. **Reimbursement for Travel Expenses**

- A. When licensed employees are required by the District to travel outside the District for professional meetings, conventions, conferences, or other District business, the District shall reimburse such employees for their necessary expenses as follows:
- 1) For use of personal automobile: at the IRS rate.
 - 2) For meals outside the District: Follow U.S. General Services Administration (GSA) Standard Meal Per Diem Rates for Oregon. No meal allowance for meal provided at conferences or for travel that does not require an overnight stay.
 - 3) For lodging outside the District: documented reasonable expense. Receipts are required.
 - 4) For other necessary expenses such as public transportation, fees, tolls, and similar charges, the actual cost thereof, at the discretion of the District.
- B. The District shall designate positions for which in-District travel expenses will be reimbursed at the IRS rate. Itinerant licensed employees are eligible for mileage reimbursement at the IRS rate. Itinerant licensed employees are those who are required by the District to travel from school to school on a regular basis within the workday throughout the school year as part of their instructional assignment.

Article 21 — Vacancies, Voluntary and Involuntary Transfers

1. When a vacancy arises, the District shall promptly post a notice of the vacancy and notify the Association. A job description for each position shall be made available by the District. Prior to posting the vacancy, the principal of the school will consider requests from current licensed staff assigned to the school that have indicated an interest in changing positions.
2. A current licensed employee must request a voluntary transfer to a different, posted position in another school within the District within five (5) working days after the posting date. The request shall be made on the Transfer Request Form and forwarded to the Personnel Office prior to the closing date. The District shall act upon the request within thirty (30) days after receipt thereof.

The principal of the school with the posted vacancy will review the Transfer Request Form and personnel file of all District licensed employees applying for the position. Interviews by the principal of the school will be conducted when one (1) or more certified staff members apply for the position. The principal of the school is not obligated to interview more than five (5) applicants for the position nor select any one of those interviewed to fill the vacancy.

Applicants from outside the District, including current temporary employees, cannot be considered until the voluntary transfer process for the posted vacancy is completed.

3. The District may invoke involuntary transfers. However, in selecting licensed employees for involuntary transfers, a conference will be held, if possible, with potentially affected staff to gain input. The decision reached will be made solely by the administration and will be based on the following:
 - A. Student needs;
 - B. Program needs;
 - C. Longevity of service;
 - D. Competence of employee;
 - E. Desires of the employee.
4. Licensed employees shall be given notice of their tentative assignments for the subsequent year by the last day of school. If the District must change an assignment, the licensed employee(s) shall be granted either release time or pay at the sub rate. Secondary staff will be granted two (2) days and elementary staff will be granted three (3) days. Custodians will help with the move. Change of assignment means change of grade level for elementary teachers, change of school, more than .5 change of classes for secondary teachers or involuntary change in classroom.



Article 22 — Layoff

1. 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 licensed employee's date of actual 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 leave shall not disrupt the continuity of employment. In case two (2) or more licensed employees have the same date of employment with this District, the tie will be resolved by drawing lots at the beginning of employment by the District.
2. Whenever the Board determines that a layoff is necessary, it will notify the Association. As soon as practicable, notice will be given to the affected licensed employee of their layoff.
3. In the event the Board, in its discretion, determines that a layoff is necessary, then it will determine the licensed employees to be retained by means of the following criteria:
 - A. A determination of whether the licensed employees to be retained hold the proper certification to fill the remaining position(s); and
 - B. A determination of the seniority of the licensed employees to be retained as defined in Section 1 above.
 - C. A determination of "competence" which means the ability to teach a subject or grade level based on recent teaching experience related to that subject or grade level within the last five (5) years, or educational attainments, or both, but not based solely on being licensed to teach.

- D. A determination of “merit” which means the measurement of one licensed employee’s ability and effectiveness against the ability and effectiveness of another licensed employee.
4. Nothing in this article shall be construed so as to interfere with the Board’s right to dismiss a contract teacher pursuant to the provisions of the Fair Dismissal Law or to dismiss or non-renew a probationary teacher pursuant to ORS 342.835.
5. In conducting a layoff under this article, the District will first determine the program(s) or area(s) scheduled for reduction or elimination.
- A. After such determination, the District will make every reasonable effort to transfer licensed employees in such program(s) or area(s) to other vacant positions for which they are properly certified.
- B. The District will make every reasonable effort to combine positions in a manner which allows licensed employees to remain certified as long as the combined positions meet the curriculum needs of the District.
- C. Layoffs will be based upon the criteria set forth in Section 3 above.
6. **Recall**
- If, within twenty-seven (27) months of a layoff, a vacancy occurs within the District for which a laid-off teacher is certified, as per paragraph 7 below, the recall procedure outlined below will be followed:
- A. At the time of the layoff, the District shall provide for laid-off licensed employees to express in writing a desire to return to the District. The District shall also receive the licensed employee’s address for recall notification. In the event of a recall, the District shall notify the licensed employee who has expressed a desire to return to the District of the recall by certified mail, return receipt requested, sent to the last address given by the licensed employee to the District office. The licensed employee will have ten (10) calendar days from the receipt of notification to notify the District of his/her intent to return. The licensed employee must thereafter report on the starting date specified by the District providing that this will not be less than thirty (30) days from the date the notice of recall was received, or he/she will lose all recall rights.
- B. All District-provided benefits to which a licensed employee was entitled at the time of the layoff, including unused accumulated sick leave, will be restored to the teacher upon the teacher’s return to active employment and the teacher will be placed on the proper step of the salary schedule for the licensed employee’s current position according to the teacher’s experience and education. A licensed employee will not receive increment credit for the time spent on layoff nor will such time count toward the fulfillment of time requirements for acquiring contract status. Licensed employee benefits do not accrue during the time of layoff.
- C. Licensed employees covered by this article will have the option to continue insurance programs at their own expense subject to the coverage under the established District medical insurance plan for a limited time period based on the Consolidated Omnibus Budget Reconciliation Act (COBRA.)
- D. Licensed employees covered by this article will be given consideration for substitute teaching; such will not affect the licensed employees’ recall rights.
7. In determining which licensed employee(s) to recall, the Board will utilize the criteria set forth in Section 3 above. Any teacher who does not accept a recall will lose all further recall rights and will be deemed to have resigned from District employment. Any teacher not recalled pursuant to this article within twenty-seven (27) months of layoff will be deemed to have resigned from District employment.

8. Any “appeal” from the Board’s decision on layoff or recall pursuant to this article shall be by means of a grievance filed pursuant to the article on grievance procedure. The decision of the arbitrator will be final and binding on all interested parties as long as the arbitrator’s decision is within his/her jurisdiction. The arbitrator is authorized to reverse the layoff or recall decision made by the District only if the District:
 - A. Exceeded its jurisdiction;
 - B. Failed to follow the procedure applicable to the matter before it;
 - C. Made a finding or order not supported by substantial evidence in the whole record; or
 - D. Improperly construed the applicable law.
9. Any probationary teacher who is non-renewed or dismissed for the same, and only the same, reason or reasons which the Board could have used to conduct a layoff under this article will be afforded re-employment rights in accordance with sections 6 and 7 above.



Article 23 — Savings Clause

1. In the event any term, condition or provision of this Agreement becomes ineffective or invalid by reason of order or judgment of any court of competent jurisdiction, by ruling of the Employment Relations Board, or other government agency, then such term, condition, or provision shall automatically be deleted from this Agreement to the extent that it violates the law, but remaining articles, sections, and clauses shall remain in full force and effect for the duration of this Agreement if not affected by the deleted article, section or clause.
2. The parties to this Agreement shall meet within thirty (30) days to rectify the portions affected. The ninety (90) day expedited bargaining process described in ORS 243.698 shall be used by the parties to bargain over new or revised articles in every instance, regardless of whether negotiations for a successor Agreement are under way or not or whether the collective bargaining Agreement has expired or not.



Article 24 — Job Sharing

1. For purposes of this Agreement, job sharing shall mean the voluntary sharing of the responsibility and compensation of a single staff position by two (2) currently employed individuals or an individual specifically hired for a job share. The decision on whether two (2) individuals will be allowed to participate in job sharing and whether such arrangement will continue once approved by the District is within the sole discretion of the District. The District’s decision is not subject to review and is specifically not subject to review under the grievance procedure of this contract.
2. Job sharing may be granted annually upon mutual agreement of the two (2) employees, the building principal, and the superintendent. The plan must encompass an entire school year continuously. Shorter time periods than the full school year shall not be granted. A new plan must be submitted each year. If two (2) employees wish to job share for the following school year, they shall jointly submit a plan to the superintendent by March 15.
 - A. The plan submitted must specify the specific curriculum and other responsibilities of each of the job-sharing participants, and must be countersigned by the principal showing his/her approval.
 - B. The plan shall include provisions about the employees’ attendance at inservice days, all open houses, parent conferences, IEP reviews and the work schedule on all non-student contact days.

- C. The plan shall also contain information on the attendance at, and sharing of materials and information from staff meetings, newsletters, etc.
 - D. An employee seeking to job share their position will be entitled to participate in the process of recruiting, interviewing, and selecting job share candidates.
3. Job share plans shall also identify primary and secondary jobholder status for each employee.
- A. Primary jobholder refers to the employee who held the full position of the job share agreement.
 - B. Secondary jobholder refers to the employee brought into the job through the job share plan.
 - C. When two (2) individuals apply for a position which neither hold, with the intent to job share, primary and secondary jobholder status shall be determined by district seniority.
4. **Return to Full Time Position**
- A. If both employees initially held a full-time position in that grade level or department, the position shall go to the more senior employee. If they have equal seniority, lots will break the tie. The employee not returned to the full-time position shall be considered laid off, if unable to transfer, and the provisions in Article 22-Layoff shall apply.
 - B. If a job-sharer wishes to return to full-time employment, such increase shall depend upon the staffing needs of the District and the participant's qualifications.
 - C. The District may grant such a request before hiring a person from outside the District to fill a position for which the job-sharer is qualified.
 - D. When a return to full-time employment is granted, the job-sharer will not be required to go through the interview process.
5. The primary jobholder retains the right to discontinue the job share at the annual expiration of the agreement and to have their hours restored. The return will be to a position that is similar and available beginning in the next school year. If the primary jobholder elects to discontinue the job share agreement at its expiration, the secondary job holder may exercise his/her rights under Article 22-Layoff. A displaced job sharer may not bump into another job share arrangement. The provisions of this article do not guarantee job sharing employees any additional rights under Article 22-Layoff or Article 21-Vacancies, Voluntary and Involuntary Transfers.
6. Shared time positions will be compensated as follows:
- A. The teaching salary will be fifty percent (50%) of each licensed employee's salary as provided under the terms of the contract. The experience and educational step for the licensed employees will be the same as he/she would be entitled to if employed on a full-time basis. This step will determine the base salary from which the salary fraction will be computed.
 - B. The job-sharers shall each receive fifty percent (50%) of the fringe benefit package unless they consent to a different division by mutual written agreement and such agreement is approved by the District. In any case, the District shall not be liable for more than one (1) fringe benefit package for the position. Job-sharers may continue on all benefit programs at their own expense.
 - C. Job-sharers shall be entitled to all leaves under the contract at one-half (½) the normal rate.

7. Contingency

If, for some reason (e.g., illness, accident, or resignation), one member of a job sharing team is unable to complete the year or will be absent for a prolonged time, the other member of the team will be given the option of returning to a full-time position without jeopardizing future job sharing continuation for the following year.



Article 25 — Personnel Files

1. The official personnel files on all licensed employees are confidential, except as provided under the law. Licensed employees will have the right, upon request, and scheduling an appointment to review the contents of their personnel file or any working files relating to the teacher, supervised by a District Office staff member, and to review any documents contained therein. If requested, a union representative may be present. Licensed employees shall not have the right to view confidential letters of reference received by the District prior to the teacher being hired. A teacher will be entitled to make a copy of any documents in the above-mentioned files at his/her own expense and to have a representative present during such review of the files. The disciplinary records of a school employee convicted of a crime listed in ORS 342.143 are not exempt from disclosure under ORS 192.501 or 192.502. When a school employee is convicted of a crime listed in ORS 342.143, the education provider that is the employer of the employee shall disclose the disciplinary records of the employee to any person upon request.
2. No evaluation, written disciplinary action, or complaint, which has not been previously given to the teacher, will be used by the District in any demotion, discipline, or other involuntary change in the employment status of the teacher.
3. A licensed employee will have the right to indicate those documents and/or other materials in the personnel file which the licensed employee believes to be obsolete or otherwise inappropriate for retention. Said documents will be reviewed by the Superintendent and, if the Superintendent agrees, the documents will be destroyed. The Superintendent's decision on this matter is final and binding.
4. No material will be placed in the employee's personnel file unless the licensed employee has been given a copy of the document. The District will be responsible for proving that a copy has been given to the employee. A licensed employee's signature on a document in no way indicates agreement with the contents thereof. The licensed employee will have the right to attach a written statement to any written material placed in the teacher's personnel or working files.
5. All documents signed by the licensed employee will be placed in the personnel file, housed in the District office, within ten (10) working days (other than teacher observations).



Article 26 — Safe Working Conditions

1. Licensed employees shall address concerns or complaints about their work environment to their supervisor, principal, or other District administrator. Such complaints or concerns shall be specific and written. The District will respond to such written complaints or concerns within a reasonable time period. The response shall include an indication of what action will be taken, if any, or if no action will be taken, the reason for this. The decision as to whether any action will be taken as a result of a written complaint is solely within the discretion of the District.
2. Pursuant to Section 1 above, if a certified staff member has received abusive conduct by a third party or member of the public, the District will respond to such complaints or concerns once the certified

staff member has submitted to administration a written complaint setting out the allegations, the name of the party whose conduct is in question, date and place of the incident, names of any witnesses if applicable, staff members response, and any evidence the staff member has or any other information the staff member may think is relevant to the complaint. Concerns regarding a student(s) will be addressed at building-level processes and procedures.

“Abusive Conduct” means verbal, nonverbal, or physical conduct by a third party directed toward a school employee that, based on its severity, nature, and frequency of occurrence, a reasonable person would determine is intended to cause intimidation, humiliation, or unwarranted distress.

3. Whenever possible and within the knowledge of the District, certified staff shall be informed when they are potentially exposed to contagious diseases and illnesses or when they will be or have been assigned a student who evidences known dangerous behaviors that could present a safety problem to students or staff. Licensed staff shall also be informed concerning appropriate methods of prevention and protection from the disease or illness and be provided with specific information about the known behavior pattern(s) of the student(s) and suggested strategies for managing those behaviors.



Article 27 — Complaint Procedure

1. If a complaint is made against a licensed employee to the administration, such complaint shall be processed under the following circumstances.
 - A. If an administrator or supervisor intends to make a record in the evaluation report of a complaint received concerning the teacher;
 - B. If an administrator or supervisor intends to place a record of such complaint in the teacher’s personnel file;
 - C. If, in the administrator’s or supervisor’s judgment, such complaint is sufficiently relevant to the teacher’s performance as to indicate the desirability of a conference; or,
 - D. If the administrator or supervisor intends to take disciplinary action against the employee as the result of a complaint.
2. Pursuant to Section 1, above, a conference shall be held with the licensed employee within ten (10) working days after the complaint is made to the administration. At the conference, the teacher will be presented with the complaint in writing. A complaint not signed by an adult complainant shall not be the basis for any disciplinary action. The teacher has the right to have a representative present during the conference.
3. Any such complaint which the administration chooses not to discuss with the licensed employee or which is not discussed within the required time shall not be considered in the teacher’s evaluation, placed in the teacher’s personnel file, and shall not be used against the teacher in any subsequent action by the District.
4. The licensed employee shall have the right to attach a written statement to any written material placed in the teacher’s personnel file.
5. If a certified employee is required to meet at step 1 of a complaint with a third party to discuss a complaint which may lead to disciplinary action, the employee will have the right to Association representation. The role of Association representation is observer, note taker, or person of support. Any complaint meeting where the administration is present will be facilitated by the administrator.



Article 28 — Work Load

1. The District will provide training for licensed employees that it identifies as having special training needs because of having mainstreamed special students assigned to them. The decision on whether such training is necessary or the extent of the training provided, if any, will be within the sole discretion of the District. The District shall make reasonable efforts so that no regular classroom employee shall be assigned a special need student until that employee has prior knowledge of the student. However, this language shall not be construed to prevent the placement of a child in a classroom pursuant to an Individual Education Plan constructed by the IEP Team in accordance with the Least Restrictive Environment (LRE) and a Free and Appropriate Public Education (FAPE). The regular classroom employee will be offered by the District an inservice, training course or activity which prepares the employee with the necessary skills for dealing with that particular special need student if there is a need to do so as determined by the classroom employee and the supervisor.
2. The District will attempt to schedule students in a manner that will alleviate the disparate number of students (including special education students on IEPs) in classes. The manner and extent to which the District carries out the intent of this provision is within the sole discretion of the District.
3. The division of responsibilities regarding grading and reporting the progress of special need students shall be mutually developed between the regular classroom employee, the resource specialists and appropriate administrators at the beginning of each school year. Upon employee request, such understanding shall be reduced to writing, outlining the responsibilities of each individual involved.
4. It is further agreed that the employer will provide, subject to the determinations in Section 1 above, all course offerings and training needed for the special need student free of charge to employees. Training will be offered during the regular workday. If training cannot be available during the regular workday, employees have the option to attend the training after hours and be paid curriculum rate subject to the approval of the supervisor. The employer agrees to pay for all meals and transportation cost incurred by any employee required to take such courses and training upon prior approval of the supervisor and pursuant to the provisions of Article 20 - Professional Development.

5. **Workload Limitations**

The maximum class size for grades **Kindergarten classes** shall be a ratio of twenty-two (22) students to one (1) teacher. If a teacher has twenty-three plus (23+) students enrolled for fifteen (15) days in a twenty (20) day period, that teacher will receive a three hundred and fifty dollar (\$350) stipend for the start of the school year through December (paid in the December pay period) and another three hundred and fifty dollar (\$350) stipend for January through the end of the school year (Paid in the June pay period) in which the overage occurs as described above. Class size will not exceed twenty-five (25) students to one (1) teacher.

The maximum class size for grades **1-3 classes** shall be a ratio of 25 students to one teacher. If a teacher has 26+ students enrolled for fifteen (15) days in a twenty (20) day period, that teacher will receive a \$350 stipend for the start of the school year through December (paid in the December pay period) and another \$350 stipend for January through the end of the school year (Paid in the June pay period) in which the overage occurs as described above. Class size will not exceed 28 students to one teacher.

The maximum class size for grades **4-5 classes** shall be a ratio of 28 students to one teacher. If a teacher has 29+ students enrolled for fifteen (15) consecutive in a twenty (20) day period, that teacher

will receive a \$350 stipend for the start of the school year through December (paid in the December pay period) and another \$350 stipend for January through the end of the school year (Paid in the June pay period) in which the overage occurs as described above. Class size will not exceed 31 students to one teacher.

The maximum class size for grades **6th grade classes** shall be a ratio of 30 students to one teacher. If a teacher has 31+ students enrolled for fifteen (15) consecutive in a twenty (20) day period, that teacher will receive a \$350 stipend for the start of the school year through December (paid in the December pay period) and another \$350 stipend for January through the end of the school year (Paid in the June pay period) in which the overage occurs as described above. Class size will not exceed 33 students to one teacher.

The maximum class size for grades **7-12 classes shall be an overall average** not to exceed 30 students to one teacher. If the teacher has an overall average of 31+ students for fifteen (15) days in a twenty (20) day period, that teacher will receive a \$350 stipend for the start of the school year through December (paid in the December pay period) and another \$350 stipend for January through the end of the school year (Paid in the June pay period) in which the overage occurs as described above. Class size will not exceed 34 students to one teacher.

The maximum class size for **Elementary Specialist classes shall be an overall average** not to exceed 35 students to one teacher. If the teacher has an overall average 35+ students for fifteen (15) days in a twenty (20) day period, that teacher will receive a \$350 stipend for the start of the school year through December (paid in the December pay period) and another \$350 stipend for January through the end of the school year (Paid in the June pay period) in which the overage occurs as described above. Class size will not exceed 38 students to one teacher.

The maximum class size for **6-12 Choir, Band, Orchestra, physical education classes shall be an overall average** not to exceed 40 students to one teacher. If the teacher has an overall average 40+ students for fifteen (15) days in a twenty (20) day period, that teacher will receive a \$350 stipend for the start of the school year through December (paid in the December pay period) and another \$350 stipend for January through the end of the school year (Paid in the June pay period) in which the overage occurs as described above. Class size will not exceed 43 students to one teacher.

The maximum caseload for an **Extended Learning Center (ELC) and/or Behavior classroom** shall be 15 students to one teacher. If a teacher has 16+ students for fifteen (15) days in a twenty (20) day period, that teacher will receive a \$350 stipend for the start of the school year through December (paid in the December pay period) and another \$350 stipend for January through the end of the school year (Paid in the June pay period) in which the overage occurs as described above. Class size will not exceed 16 students to one teacher.

The maximum caseload for **K-12 Resource room/special education** teachers shall not exceed 35 per FTE. If a teacher has 36+ students for fifteen (15) days in a twenty (20) day period, that teacher will receive a \$350 stipend for the start of the school year through December (paid in the December pay period) and another \$350 stipend for January through the end of the school year (Paid in the June pay period) in which the overage occurs as described above. Caseload will not exceed 38 students to one teacher.

The maximum caseload for **La Grande Virtual Learning Academy** teachers shall be 55. If an LVLA teacher has a caseload of 56+ for fifteen (15) days in a (20) day period, then, the affected teacher shall

receive a \$350 stipend for the start of the school year through December (paid in the December pay period) and another \$350 stipend for January through the end of the school year (Paid in the June pay period) in which the overage occurs as described above. Caseload will not exceed 59 students to one teacher.

The maximum caseload for **La Grande Home Link Program** teachers shall be 55. If an LHLP teacher has a caseload of 56+ for fifteen (15) days in a (20) day period, then, the affected teacher shall receive a \$350 stipend for the start of the school year through December (paid in the December pay period) and another \$350 stipend for January through the end of the school year (Paid in the June pay period) in which the overage occurs as described above. Caseload will not exceed 59 students to one teacher.

The maximum School size for **Elementary, Middle, and High School Counselors** shall be an overall average not to exceed 350 students to one Counselor. If the Counselor has 351+ students for fifteen (15) days in a twenty (20) day period, that Counselor will receive a \$350 stipend for the start of the school year through December (paid in the December pay period) and another \$350 stipend for January through the end of the school year (Paid in the June pay period) in which the overage occurs as described above. School size will not exceed 355 students to one Counselor.

The maximum School size for **Nurses** shall be an overall average not to exceed 1200 students to one Nurse. If the Nurse has 1201+ students for fifteen (15) days in a twenty (20) day period, that Nurse will receive a \$350 stipend for the start of the school year through December (paid in the December pay period) and another \$350 stipend for January through the end of the school year (Paid in the June pay period) in which the overage occurs as described above. School size will not exceed 1,225 students to one nurse.

Additional District Procedure for Elementary School Class Size Balance:

1. Review class size each school year- Classrooms must hit recommended guidelines (per policy) prior to consideration of student transfers or creation of new classrooms.
2. Elementary Buildings will move students within their own buildings to balance out classrooms to recommended class size guideline numbers.
3. If Student class size is 3 students over recommended number the District will work with elementary schools to transfer students into a different school if spacing is available.
4. If the District has grade level classrooms in all elementary schools exceed the maximum level by 3 or more; the District will seek to create a new classroom certified position to relieve district wide class overload for the grade level or the district will compensate the teacher.

Class Size Balance Options in Middle School and High Schools is also important: In addition to the Pay Stipend:

These options may be considered should classrooms reach maximum enrollment.

- A) Added para-educator time to the classroom when classrooms exceed maximum enrollment.
- B) Transfer students to other class sections/courses.
- C) Hire or transfer staff to form additional class sections.

Article 29 — Status of Agreement

This Agreement supersedes and cancels all previous agreements, verbal or written, between the Board and the Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

Any individual contract between the Board and an individual licensed employee heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, shall be the controlling instrument July 1, 2022 – June 30, 2024.

Article 30 — Distance Online Learning

1. The District and the Association recognize that from time to time it may be in the interest of the District's educational program to offer instruction to students via internet based distance learning programs.
2. Such classes will be used for a variety of educational course work.
3. A joint committee of two (2) District representatives and two (2) representatives appointed by the Association shall establish and review, at least annually, a business practice detailing the number of students served, classes offered, and services provided by LEA members.
4. Internet based distance learning programs shall not be used to decrease teaching staff and shall not replace current teaching FTE positions within the bargaining unit.
5. Teachers who serve as the Teacher of Record for the La Grande Virtual Learning Academy (LVLA) original credit courses, Eastern Promise, or other college/dual credit course approved by the District shall be compensated as follows:
 - A. Vendor Developed Curriculum (LVLA), Credit Recovery, Eastern Promise, or other dual credit course
 - a. Full year course – seven hundred and fifty dollars (\$750) per course
 - b. One semester course – five hundred dollars (\$500) per course
 - c. Repeat of same semester course in second semester – two hundred and fifty dollars (\$250) per course
 - d. Credit Recovery will only be paid at the above rate if the work is performed outside of the employee's contract days and assigned tasks.
 - B. For LVLA Vendor-Developed Curriculum, if a Teacher of Record assigns a minimum of two (2) special lessons/extended projects per semester, they are eligible for an additional two hundred dollars (\$200) per course. If enrollment in a single course exceeds fifteen (15) students per semester the teacher shall receive an additional stipend of two hundred dollars (\$200) per semester.
 - C. For Eastern Promise and dual credit courses only, the stipend is based on the high school course, regardless of how many college courses are associated or credits may be awarded.
 - D. Teacher-Developed Curriculum Courses in LVLA (i.e. Google Classroom)

- a. Full Year Course will receive a one thousand dollar (\$1,000), one-time payment in the first use of the class to compensate the employee for the time it takes to develop the course.
 - b. Maintain year-long course – seven hundred and fifty dollars (\$750) per year.
 - c. Maintain semester course – five hundred dollars (\$500) per semester.
- E. Teacher will be paid fifty (\$50) per semester per student for students who are enrolled three (3) or more weeks in the course.
- F. All payments shall be pro-rated over the remaining months of the year.

 **Article 31 - Duration of Agreement**

The duration of this Agreement shall be from July 1, 2022 through June 30, 2024. Provisions of this agreement are effective upon ratification except as otherwise indicated in specific articles.

Furthermore, the parties agree to an open agreement concept, which allows, by mutual agreement, the opportunity to modify all remaining articles during the life of the Agreement through Memorandums of Agreement.

In witness thereof, the parties hereby affix their signatures as of the date first written above.

School District #1
La Grande, Oregon

La Grande Education Association
La Grande, Oregon

Ratified by Resolution of the Board of
Directors of La Grande School District #1

Ratified by Affirmative Vote of the Members
of the La Grande Education Association

Robin L. Naille

Dawn Shott

Board Chairman

LEA President

Duffy Costa

Anne March

Clerk

Secretary of Association

6/22/22

6/14/22

Date

Date

Original on File in the Personnel Office of La Grande School District #1

Appendix A *La Grande School District*
 2022/23 *Licensed Salary Schedule*

STEPS Years of Experience	<i>MA</i>			<i>Ph.D.</i>
	<i>BA</i>	<i>BA+45</i>	<i>BA+75</i>	<i>MA+60</i> <i>BA+105</i>
1	\$43,000.00	\$44,720.00	\$46,655.00	\$48,805.00
per diem	\$228.72	\$237.87	\$248.16	\$259.60
2	\$44,720.00	\$46,440.00	\$48,590.00	\$50,955.00
per diem	\$237.87	\$247.02	\$258.46	\$271.04
3	\$46,440.00	\$48,160.00	\$50,525.00	\$53,105.00
per diem	\$247.02	\$256.17	\$268.75	\$282.47
4	\$48,160.00	\$49,880.00	\$52,460.00	\$55,255.00
per diem	\$256.17	\$265.32	\$279.04	\$293.91
5	\$49,880.00	\$51,600.00	\$54,395.00	\$57,405.00
per diem	\$265.32	\$274.47	\$289.34	\$305.35
6	\$51,600.00	\$53,320.00	\$56,330.00	\$59,555.00
per diem	\$274.47	\$283.62	\$299.63	\$316.78
7	\$53,320.00	\$55,040.00	\$58,265.00	\$61,705.00
per diem	\$283.62	\$292.77	\$309.92	\$328.22
8	\$55,040.00	\$56,760.00	\$60,200.00	\$63,855.00
per diem	\$292.77	\$301.91	\$320.21	\$339.65
9	\$56,760.00	\$58,480.00	\$62,135.00	\$66,005.00
per diem	\$301.91	\$311.06	\$330.51	\$351.09
10	\$58,480.00	\$60,200.00	\$64,070.00	\$68,155.00
per diem	\$311.06	\$320.21	\$340.80	\$362.53
11	\$60,200.00	\$61,920.00	\$66,005.00	\$70,305.00
per diem	\$320.21	\$329.36	\$351.09	\$373.96
12	\$61,920.00	\$63,640.00	\$67,940.00	\$72,455.00
per diem	\$329.36	\$338.51	\$361.38	\$385.40
13	\$63,640.00	\$65,360.00	\$69,875.00	\$74,605.00
per diem	\$338.51	\$347.66	\$371.68	\$396.84
14	\$65,360.00	\$67,080.00	\$71,810.00	\$76,755.00
per diem	\$347.66	\$356.81	\$381.97	\$408.27
15	\$65,360.00	\$68,800.00	\$73,745.00	\$78,905.00
per diem	\$347.66	\$365.96	\$392.26	\$419.71
16	\$65,360.00	\$68,800.00	\$75,680.00	\$81,055.00
per diem	\$347.66	\$365.96	\$402.55	\$431.14

Appendix A *La Grande School District*
 2023/24 *Licensed Salary Schedule*

STEPS Years of Experience	<i>MA</i>			<i>Ph.D.</i>
	<i>BA</i>	<i>BA+45</i>	<i>BA+75</i>	<i>MA+60</i> <i>BA+105</i>
1	\$43,860.00	\$45,614.40	\$47,588.10	\$49,781.10
per diem	\$233.30	\$242.63	\$253.13	\$264.79
2	\$45,614.40	\$47,368.80	\$49,561.80	\$51,974.10
per diem	\$242.63	\$251.96	\$263.63	\$276.46
3	\$47,368.80	\$49,123.20	\$51,535.50	\$54,167.10
per diem	\$251.96	\$261.29	\$274.13	\$288.12
4	\$49,123.20	\$50,877.60	\$53,509.20	\$56,360.10
per diem	\$261.29	\$270.63	\$284.62	\$299.79
5	\$50,877.60	\$52,632.00	\$55,482.90	\$58,553.10
per diem	\$270.63	\$279.96	\$295.12	\$311.45
6	\$52,632.00	\$54,386.40	\$57,456.60	\$60,746.10
per diem	\$279.96	\$289.29	\$305.62	\$323.12
7	\$54,386.40	\$56,140.80	\$59,430.30	\$62,939.10
per diem	\$289.29	\$298.62	\$316.12	\$334.78
8	\$56,140.80	\$57,895.20	\$61,404.00	\$65,132.10
per diem	\$298.62	\$307.95	\$326.62	\$346.45
9	\$57,895.20	\$59,649.60	\$63,377.70	\$67,325.10
per diem	\$307.95	\$317.29	\$337.12	\$358.11
10	\$59,649.60	\$61,404.00	\$65,351.40	\$69,518.10
per diem	\$317.29	\$326.62	\$347.61	\$369.78
11	\$61,404.00	\$63,158.40	\$67,325.10	\$71,711.10
per diem	\$326.62	\$335.95	\$358.11	\$381.44
12	\$63,158.40	\$64,912.80	\$69,298.80	\$73,904.10
per diem	\$335.95	\$345.28	\$368.61	\$393.11
13	\$64,912.80	\$66,667.20	\$71,272.50	\$76,097.10
per diem	\$345.28	\$354.61	\$379.11	\$404.77
14	\$66,667.20	\$68,421.60	\$73,246.20	\$78,290.10
per diem	\$354.61	\$363.94	\$389.61	\$416.44
15	\$66,667.20	\$70,176.00	\$75,219.90	\$80,483.10
per diem	\$354.61	\$373.28	\$400.11	\$428.10
16	\$66,667.20	\$70,176.00	\$77,193.60	\$82,676.10
per diem	\$354.61	\$373.28	\$410.60	\$439.77

STEPS	APPENDIX B - INDEX FACTOR COLUMNS			
	Years of Experience	BA	MA BA+45	MA+30 BA+75
1	1.00	1.04	1.085	1.135
2	1.04	1.08	1.130	1.185
3	1.08	1.12	1.175	1.235
4	1.12	1.16	1.220	1.285
5	1.16	1.20	1.265	1.335
6	1.20	1.24	1.310	1.385
7	1.24	1.28	1.355	1.435
8	1.28	1.32	1.400	1.485
9	1.32	1.36	1.445	1.535
10	1.36	1.40	1.490	1.585
11	1.40	1.44	1.535	1.635
12	1.44	1.48	1.580	1.685
13	1.48	1.52	1.625	1.735
14	1.52	1.56	1.670	1.785
15	1.52	1.60	1.715	1.835
16	1.52	1.6	1.760	1.885

Appendix C — Extra Duty

PROCEDURE FOR DETERMINING PLACEMENT ON EXTRA-PAY SCHEDULE

Extra Duty personnel shall be referred to as employees who coach and/or are responsible for activities/clubs or other assigned duties outside of the normal expectations (excluding extended duty).

1. Extra duty experience will be determined by the number of years coached or in charge of the activity.
2. Extra duty personnel shall be placed on the pay scale according to experience they bring into the district in the position for which they are hired.
3. All seasons for coaches shall coincide with the OSAA regulations unless shortened by mutual agreement of the coaches and administrators.
4. All activity personnel will maintain their level of compensation while they hold their coaching position. A newly hired employee for that position will be paid according to the extra duty pay scale.
5. Yearly reviews shall be conducted by the Athletic Director or administrator at the end of the season/year. These reviews shall include a focus on the use of proper procedures and practices, student involvement, and effective communication with students, staff, and parents.
6. The placement of positions shall be reviewed in conjunction with scheduled contract negotiations.

La Grande School District No. 1

2022/2023 Extra Duty Positions/Salary Table - Appendix D

COACHING				ACTIVITY			
Class	Athletic Program	Step		Class	Athletic Program	Step	
A	Baseball	1	\$5,462.72	P	Band Director	1	\$ 4,761.74
	Basketball (Boys & Girls)	2	\$5,602.92		Choir Director	2	\$ 4,903.18
	Football	3	\$5,743.13		Marching Band Director	3	\$ 5,042.13
	Softball	4	\$5,883.32		FBLA	4	\$ 5,183.58
	Volleyball	5	\$6,023.52		FFA	5	\$ 5,322.53
	Wrestling				New spaper/Broadcasting		
B	Soccer (Boys & Girls)	1	\$4,903.18		Yearbook		
	Swimming	2	\$5,042.13	Q	Activity Coordinator	1	\$ 3,642.66
	Track	3	\$5,183.58		Drama Coach	2	\$ 3,781.59
		4	\$5,322.53		Pep Band Director	3	\$ 3,921.79
		5	\$5,462.72		Musical Director	4	\$ 4,062.01
C	Cheerleading	1	\$3,781.59		Mock Trial	5	\$ 4,202.20
	Cross Country	2	\$3,921.79		LHS Tiger Ambassador		
	Golf (Boys & Girls)	3	\$4,062.01		Special Education Case Manager		
	Tennis	4	\$4,202.20	R	504 Case Manger		\$ 700.99
		5	\$4,342.39		Senior Class Advisor (1 & 2)	No Steps	
D	JV Baseball	1	\$3,222.05		Student Guides Advisor		
	JV Basketball (Boys & Girls)	2	\$3,362.25		Team Leader		
	JV Football	3	\$3,502.46	S	Department Head		\$ 559.55
	JV Soccer (Boys & Girls)	4	\$3,642.66		Elementary Musical		
	JV Softball	5	\$3,781.59		Junior Class Advisor		
	JV Track				Pit Orchestra Director		
	JV Volleyball				District Advisory Council		
	JV Wrestling				PLC Leader		
E	JV2 Baseball	1	\$2,662.51		National Honor Society Adv.		
	JV2 Basketball (Boys & Girls)	2	\$2,801.46		GSA Leader		
	Assistant Tennis	3	\$2,942.92		Freshman Class Advisor		
	Assistant Track	4	\$3,080.62		Sophomore Class Advisor		
	Assistant Sw im Coach	5	\$3,222.05		E.L.L Case Manager		
	Frosh Volleyball				TAG Coordinator/Case Manager		
F	MS Head Coach: Football, Volleyball, Basketball, Track, Wrestling, Tennis, Cross Country	No Steps	\$2,000.33	T	Greenhouse Project Administrator	No Steps	\$ 1,733.70
					LHS Assistant Tiger Ambassador		
				U	Fiddle Club Lead (Year Program)	No Steps	\$ 5,400.00
G	MS Assistant Coach: Football, Volleyball, Basketball, Track, Wrestling, Tennis, Cross Country Head Teacher	No Steps	\$1,333.14	V	Fiddle Club Assistant (Year Program)	No Steps	\$4,200.00

Reflects an increase of 3.83% from 2021-22

La Grande School District No. 1

2023/2024 Extra Duty Positions/Salary Table - Appendix D

COACHING				ACTIVITY			
Class	Athletic Program	Step		Class	Athletic Program	Step	
A	Baseball	1	\$5,571.98	P	Band Director	1	\$ 4,856.98
	Basketball (Boys & Girls)	2	\$5,714.98		Choir Director	2	\$ 5,001.25
	Football	3	\$5,858.00		Marching Band Director	3	\$ 5,142.98
	Softball	4	\$6,000.99		FBLA	4	\$ 5,287.26
	Volleyball	5	\$6,143.99		FFA	5	\$ 5,428.98
	Wrestling				New spaper/Broadcasting		
B	Soccer (Boys & Girls)	1	\$5,001.25		Yearbook		
	Swimming	2	\$5,142.98	Q	Activity Coordinator	1	\$ 3,715.52
	Track	3	\$5,287.26		Drama Coach	2	\$ 3,857.23
		4	\$5,428.98		Pep Band Director	3	\$ 4,000.23
		5	\$5,571.98		Musical Director	4	\$ 4,143.25
C	Cheerleading	1	\$3,857.23		Mock Trial	5	\$ 4,286.25
	Cross Country	2	\$4,000.23		LHS Tiger Ambassador		
	Golf (Boys & Girls)	3	\$4,143.25		Special Education Case Manager		
	Tennis	4	\$4,286.25	R	504 Case Manger		\$ 715.01
		5	\$4,429.24		Senior Class Advisor (1 & 2)	No Steps	
D	JV Baseball	1	\$3,286.50		Student Guides Advisor		
	JV Basketball (Boys & Girls)	2	\$3,429.50		Team Leader		
	JV Football	3	\$3,572.51	S	Department Head		\$ 570.75
	JV Soccer (Boys & Girls)	4	\$3,715.52		Elementary Musical		
	JV Softball	5	\$3,857.23		Junior Class Advisor		
	JV Track				Pit Orchestra Director		
	JV Volleyball				District Advisory Council		
	JV Wrestling				PLC Leader		
E	JV2 Baseball	1	\$2,715.76		National Honor Society Adv.		
	JV2 Basketball (Boys & Girls)	2	\$2,857.49		GSA Leader		
	Assistant Tennis	3	\$3,001.78		Freshman Class Advisor		
	Assistant Track	4	\$3,142.24		Sophomore Class Advisor		
	Assistant Swim Coach	5	\$3,286.50		ELL Case Manager		
	Frosh Volleyball				TAG Coordinator/Case Manager		
F	MS Head Coach: Football, Volleyball, Basketball, Track, Wrestling, Tennis, Cross Country	No Steps	\$2,040.34	T	Greenhouse Project Administrator	No Steps	\$ 1,768.38
					LHS Assistant Tiger Ambassador		
				U	Fiddle Club Lead (Year Program)	No Steps	\$ 5,508.00
G	MS Assistant Coach: Football, Volleyball, Basketball, Track, Wrestling, Tennis, Cross Country Head Teacher	No Steps	\$1,359.81	V	Fiddle Club Assistant (Year Program)	No Steps	\$4,284.00

Reflects an increase of 2% from 2022-23

APPENDIX E
La Grande Education Association
SICK LEAVE BANK INFORMATION

- Each member of the bargaining unit may donate up to two (1) days of sick leave to the sick leave bank. The sick leave bank was set up to cover extended illnesses and NOT intended for appointments during the work week. Exceptions may be made on a case-by-case basis with documentation from the healthcare provider.
- Members who are hired after the traditional beginning of a school year shall confirm their desire to donate to the sick leave bank no later than 30 calendar days from their hire date.
- The intention of the sick leave bank is to help members who have depleted their sick leave and are experiencing a long term, extended illness, or are caring for a family member who has a long term, extended illness. Being granted Federal and State Family Medical Leave does not guarantee the use of the sick leave bank.
- Members must use all sick leaves, all personal leave days, and any other accumulated leave before applying for hours from the sick leave bank. Members may apply for the one or two days that they have donated to the bank for the current year (after depleting all available sick leave, personal leave, and any other accumulated leave) without any documentation.
- All sick leave bank hours/days awarded are subject to approval of the executive committee of the La Grande Education Association.
- Following the depletion of donated day(s), a written request to the sick leave bank by a member must be accompanied by a doctor's note confirming the illness and the member's (or for the member's family member) need for additional sick leave bank days. Please include the number of days/hours requested.
- A maximum of 45 consecutive sick leave bank days will be awarded per member per year for non-employee extended illnesses or care.
- A maximum of 90 consecutive sick leave days will be awarded per member for extended illness catastrophic illness or care allowing the member to apply for PERS disability or the district's long-term disability insurance
- Sick leave hours are not available for well-child maternity leave or a non-complicated cesarean section.
- Application for sick leave bank hours/days must be given to the president or designee of the LEA for consideration by the LEA executive council.
- Questions about the sick leave bank can be answered by your building rep, or by any member of the executive committee of the association.