



# **HILLSBORO SCHOOL DISTRICT**

**Professional Agreement  
Between  
Hillsboro Education Association  
and  
Hillsboro School District  
2015-2018**

**AGREEMENT**  
**Between**  
**HILLSBORO EDUCATION ASSOCIATION**  
**and**  
**HILLSBORO SCHOOL DISTRICT**

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**PREAMBLE**

This Agreement is entered into between the Board of Education on behalf of Hillsboro School District 1J, herein referred to as the "District" or "Board" and the Hillsboro Education Association ("Association") as the exclusive bargaining representative of the following bargaining unit.

**ARTICLE 1**

**RECOGNITION**

- A. The Board recognizes the Association as the exclusive bargaining agent with respect to employment relations, the negotiation of an agreement, or any question arising thereunder for the term hereof of all full-time or part-time licensed personnel employed by the District. The term "member" refers to any member of the bargaining unit. This excludes all administrative, classified, and supervisory personnel as determined by Employment Relations Board and substitutes as defined below.
- B. Substitutes are those individuals employed to fill a short-term assignment of up to 60 consecutive working days. If continued after the 60<sup>th</sup> consecutive working day, they shall become temporary employees, and shall be included in the bargaining unit. Consecutive days cannot be impacted by paid or unpaid sick leave, normal school holidays, days when schools are closed and/or any other conditions when substitute teachers are not required to appear in person at the school, per ORS 342.610.
- C. Temporary positions are those which are the result of a member being on leave for more than sixty (60) consecutive work days, grant-funded positions of one work year or less, or positions which are vacant after August 15<sup>th</sup>.

ARTICLE 2

**MANAGEMENT RIGHTS AND RESPONSIBILITIES**

The District, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights and authority, duties and responsibilities conferred upon and invested in it by the laws and the Constitution of the State of Oregon. Such powers, rights, authority, duties, and responsibilities shall include, but are not limited to:

- A. The executive management and administrative control of the school system and its properties and facilities.
- B. The hiring of all employees and subject to the provisions of law and this Agreement, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion and promotion and transferring all such employees.
- C. To contract or subcontract any and all work as may be determined by the District. Upon request of the Association, the District will bargain over the impact of such contracting or subcontracting.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices shall be limited only by the specific terms of this Agreement and then only to the extent that such specific terms are in conformance with the Constitution and laws of the State of Oregon.

ARTICLE 3

**MEMBER RIGHTS AND RESPONSIBILITIES**

**A. PERSONAL LIFE**

A member's personal life shall not adversely affect his or her employment status or evaluation unless his or her teaching effectiveness is impaired thereby.

**B. ACADEMIC FREEDOM**

The Board and the Association agree that academic freedom is essential to the fulfillment of the purpose of the District. They acknowledge the fundamental need that the member must be free to think and express ideas, free from undue pressure of authority, and free to act within their professional group and in the performance of their job functions. Academic freedom is not an absolute. It must be exercised within the basic ethical responsibilities of the teaching profession.

Those responsibilities include:

1. A commitment to democratic tradition and its methods.
2. A concern for the welfare, growth, and development of children.
3. The method of scholarship.
4. Sensitivity to community values and expectations.

**C. PERSONNEL FILES**

1. Each member shall have the right, upon request, to review the contents of his or her own personnel file. A representative of the Association may, at the member's request, accompany the member in this review. If the District stores any contents of the Personnel File electronically, it will ensure confidentiality by limiting access to the file in accordance with District Policy GBL. This file shall contain at least the following:
  - a. All evaluation reports
  - b. Copy of member's license
  - c. Transcript of academic records as provided by the member
  - d. Employment Contracts
  - e. Re-election notices
2. A member shall have the right to indicate those documents that he or she believes to be obsolete or inappropriate for retention, with the exception of disciplinary or evaluation documents, which are permanent elements of the personnel file. The Human Resources Director shall review such documents and notify in writing whether or not the request was granted.



3. Building administrators may maintain a working file for each member under their supervision. Such files are open to inspection by the member upon notice to the administration. A member shall have the right to indicate those documents that he or she believes to be obsolete or inappropriate for retention, and the administrator may, at his or her sole discretion, agree to remove such documents.
4. No materials derogatory to a member's conduct, service, character, or personality will be placed in his or her personnel file unless the member has had the opportunity to review the material. The member will be given an opportunity to sign the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The member will also have the right to submit a written answer to such material and his or her answer will be reviewed by the Superintendent or designee and attached to the file copy.
5. All District maintained member files shall be confidential. The District shall release documents in a member's personnel or employment file only as required by state or federal law or pursuant to a lawful subpoena. Members will be notified when the District is releasing information from their personnel file to non-District entities.

**D. STUDENT GRADES**

A student's subject area grade shall not be changed without the agreement of the member who assigned the grade unless:

1. The member is not available for consultation. If a grade is changed, the member shall be notified within 10 days by certified mail. The letter shall include the grade change and the reasons for the change.
2. As a result of consultation with the member and review of relevant material, the grade originally assigned is found not to be supported by adequate subject area grade documentation.
3. As a result of consultation with the member and review of relevant materials, the grades assigned to a particular class as a whole or to all of that member's classes are found to be inconsistent with District grading practice.

**E. STUDENT TRANSFERS**

The affected member will be consulted or advised as appropriate before student transfers are made except when circumstances beyond the control of the administration preclude such prior communication.

**F. RIGHT TO ORGANIZE**

Members shall have the right to organize and participate in collective bargaining with the Board by representatives of the Association.

**G. JUST CAUSE AND DUE PROCESS**

1. No disciplinary action (including the following) shall be taken by the District against any member of the bargaining unit without just cause and due process.

- a. Written reprimand
  - b. Denial of a step increase
  - c. Suspension without pay
  - d. Placing a recording of a complaint or a complaint in the member's personnel file
2. For the purpose of G.1 above, due process shall require the following:
- a. Before a member is disciplined, the member shall be advised in writing of the charges being made and shall be afforded an opportunity to respond. The member shall be provided a timely opportunity to meet with the District representatives to discuss the charges or to provide a written response. If a meeting is held, an Association representative may, at the member's option, also attend the meeting.
  - b. If discipline results, the decision shall be communicated in writing. The member shall be informed of the discipline to be imposed or recommended and the reasons for the disciplinary action to be taken.
3. Before any complaint or any recording of a complaint is placed in a member's personnel file, the following procedure must be followed:
- a. Within 10 member working days after the complaint has been presented to a District administrator, the supervisor must discuss the complaint with the member. If the complaint has been presented to the administration in writing by the complainant, then the written document shall be provided to the member at this initial meeting. An Association representative may, at the member's option, also attend this initial meeting.
  - b. If the complaint is being placed in the personnel file or being relied upon as the factual basis for a written reprimand, denial of a step increase, or suspension without pay, the member shall first be advised in writing (1) of the charges being made, (2) the discipline to be imposed or recommended, and (3) the reasons for the disciplinary action to be taken.
  - c. Once the written notice of charges as outlined in (b) above is provided to the member, the member shall be provided a timely opportunity to meet with the supervisor and/or other District administrators to discuss the charges or to provide a written response. If a meeting is held, an Association representative may at the member's option also attend the meeting.
  - d. If discipline is imposed after the meeting in (c) above, the decision to impose the discipline shall be communicated in writing.
  - e. The timelines of this section shall not apply to those complaints that are being investigated by law enforcement or another state agency.
4. This section G shall not apply to the dismissal or non-renewal of any member of the bargaining unit who is subject to the requirements set forth in ORS 342.805 - 342.995, (Fair Dismissal Law).

5. No probationary member shall be dismissed except for “cause deemed in good faith sufficient by the Board” as provided for in ORS 342.835. The probationary member is entitled to a meeting with the Board upon request to discuss the cause of dismissal.

**H. NONDISCRIMINATION**

Equal Opportunity

The District shall not discriminate in its practices, procedures, and policies with respect to the hiring, transferring, discipline of employees, or the application of this agreement and otherwise treat all personnel on the basis of their qualifications, performance, and potential without regard to race, color, religion, national origin, sex, age, the presence of a physical or sensory handicap, marital status, sexual orientation, or membership status in the Association.

## ARTICLE 4

## MEMBER WORK YEAR/WORK DAY

## A. CALENDAR

1. The District shall develop the school calendar and shall post the calendar on the District website no later than the second day after staff report for duty in the fall.
2. For the duration of this agreement, the calendar shall call for 191 contract days for returning bargaining unit members. Members who are new to the District shall have a 194-day work year, as described below. (The District may require additional days and pay for them at a pro-rata rate based on the 191-day salary schedule.) The calendar may call for no more than 178 student classroom days.
  - a. Members who are new to the District shall have a work year of 194 days. Three of those days shall be scheduled prior to the beginning of the student school year. Members who work those three days shall receive credit toward salary schedule movement in the amount of one credit per day, for a total of three (3) credits.
  - b. With the mutual agreement of the District and a counselor, nurse, or media specialist, the days in the work year may be arranged to include more summer days and fewer regular school-year days so long as the total remains the same as other members are assigned. The counselor, nurse, or media specialist, with the approval of the administrator, shall choose which regular school days to substitute for summer days already worked.
  - c. If more than the number of days worked by the rest of the unit are worked (again by mutual consent), the counselor, nurse, or media specialist shall be paid at the per diem rate of his or her salary for each day worked.
  - d. As deemed appropriate by the administration, licensed staff shall have contracts lengthened. Due to job differences, the exact length shall be determined on an individual basis. For each day the contract is lengthened, the teacher shall be paid the per diem salary of the regular contract salary as determined by the salary schedule.
3. Paid holidays are Labor Day, Veterans' Day, Thanksgiving Day, Presidents' Day, and Memorial Day.
4. The October statewide inservice day shall not be a contract day.
5.
  - a. Secondary members with grading responsibilities shall have a minimum of at least one (1) full workday at the end of first and second trimester (or at the end of 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> quarters in a semester schedule) for student assessment, and/or teacher workday/preparation purposes. Less than full-time kindergarten employees shall be given the same number of days for inservice and student assessment as full-time. Members may perform grading responsibilities on these days away from the worksite, but must be available for consultation by phone.

## ARTICLE 4

- b. Elementary members shall have one (1) work day for grading at the end of the first semester, plus two (2) additional work days during the school year. These two (2) days shall be scheduled in either half-day or full-day increments. Members may perform grading responsibilities on the grading day away from the worksite, but must be available for consultation by phone.
6. In addition, teachers will be given a half-day at the end of the first and second trimesters (or a full day at the end of the first semester for those on the semester schedule) for additional teacher preparation at the worksite.
7. There shall be a minimum of one and one-half (1-1/2) days for all teachers except job share and part-time teachers at the beginning of the year for classroom preparation and a minimum of one and one-half (1-1/2 days) at the end of the school year for closing activities. All online trainings or policy updates will occur outside of the protected time in Section A.7.
8. One-half (1/2) of all Academic Seminars for elementary and secondary teachers shall be teacher directed for the purposes of collaboration and group planning to improve curriculum and instruction. Members assigned by principals to present at Academic Seminars shall be paid at the curriculum rate for up to two hours per presentation for time outside of the regular workday needed to prepare, as negotiated in advance with the principal. Members are not required to make presentations for Academic Seminar.

### **B. WORK DAY/PREPARATION TIME**

1. The normal work day for members shall average eight (8) hours, thirty (30) minutes of which shall be a continuous, duty-free lunch period. The District shall determine scheduled beginning and ending times in each building with input from the Association.
2. In secondary schools, teachers shall have a preparation period equal to no less than one (1) teaching period daily or in middle schools, the equivalent in a week. Notwithstanding the foregoing, the District may offer and a teacher may voluntarily accept an additional class assignment under the following conditions. When an extra class is conducted in lieu of a prep or supervision period, a stipend of the equivalent of one period of the member's salary shall be paid. The workday for part-time members shall be pro-rated as a percentage of eight (8) hours. Preparation and supervision periods shall also be pro-rated. However, if a full period preparation is assigned, a full period supervision may also be assigned.
  - a. Secondary special education teachers and ELL case manager will have a minimum of one (1) period daily, or in middle schools, the equivalent in a week, to do case management, plan for meetings, and other special education duties.
  - b. Secondary members will not be required to co-teach if a joint team planning period in addition to the individual preparation period is not provided, but may volunteer to do so. Co-teaching is when two teachers are assigned to teach the same course and class section on a regular and continuing basis.
3. In elementary schools, all full-time teachers, including specialists, will have uninterrupted preparation time of no less than 385 minutes per five-day week during

## ARTICLE 4

the workday plus a 15 minute uninterrupted break period during the day which may occur during P.E., music, recess, or library. Time during which a teacher's class is scheduled to be with a specialist shall be considered prep time, and shall be considered part of the 385 minutes.

- a. Part-time members shall have preparation time on a pro-rata basis. This time will be mutually scheduled by the principal and members at the beginning of the year.
  - b. Elementary Resource Specialists, ELL teachers, and Speech/Language Pathologists will receive the equivalent of one-half (1/2) day per week without students for case management duties.
  - c. If the District proposes to eliminate elementary P.E., music, or media specialists, the District and the Association will reopen the contract to bargain the work impact of the decision.
4. Each year, the District will allocate a specific number of substitute days or an equivalent amount of per diem extended contract time to provide relief when a large number of IEPs or re-evaluations need to be completed by special education teachers, speech pathologists, or ELL teachers during a short period of time, or when pre-referral studies need to be completed. If during the year those days have been exhausted, the member can request more days. Requests for the days will be made to the immediate supervisor.
  5. The required attendance of members at no more than three (3) professional obligations outside the contract day such as Parents' Night, Back-to-School Night, and curriculum nights shall be without additional compensation. Principals will, prior to the start of each school year, identify and report to their supervisors and staffs those night meetings where attendance is expected. The Association and District staff shall monitor the extent of such obligations. By September 15, the HEA President will receive a list from the District by building of those night meetings to be required of staff, and the anticipated dates for each. Staff shall receive at least forty-five (45) days notice of any change in dates due to extenuating circumstances.

If there is an administrator/District mandated decision to have parent conferences outside the member work day, licensed staff will be compensated with one half-day off during that week. Elementary conferences will take place in the fall. At least 16 hours will be scheduled for elementary conferences, with corresponding preparation time of 4 hours.

Departmental, building, and District-wide meetings shall be contiguous to the regular workday. (Contiguous will be defined as beginning 20 minutes after the last student contact in any of the affected buildings.) All building, departmental, or District-wide meetings shall be held during the workday whenever possible. Part-time members required to return to school for departmental or building meetings outside the member's regular workday shall be compensated for the time spent in the meeting at the individual's hourly rate contiguous to the regular workday.

6. The District shall determine scheduled beginning and ending times in each building.
7. Flex time is a way that teachers' contributions outside the eight-hour day can be recognized. Flex time is a two-way concept, such that teachers may choose, after

consultation with the building administrator, to adjust their arrival and/or departure time in recognition of those times when they are asked to extend their work day for an IEP meeting, a staff or in-service meeting, etc. Flex time shall not result in teachers failing to cover student instruction or supervision responsibilities, or being unavailable for needed contact by fellow staff members, supervisors, and parents on consecutive days. As a professional courtesy, employees will notify the office when adjusting their schedules. Each building will establish a process for notification.

8. Each building administrator shall ensure that there is one (1) scheduled day per week on which there are no District or administrator called meetings, exclusive of IEP meetings or voluntary committees.

**C. TRAVELING STAFF**

Members who travel between schools will not lose any of the 30-minute lunch time or full uninterrupted planning time because of the travel.

**D. TEACHING LOAD/SECONDARY SCHOOLS**

1. The teaching load for all full-time classroom teachers in the middle and high schools shall be no more than 288 student contact minutes (instruction and supervision, including any assigned responsibilities in a home-room program) in an average school day, with the number of classes and length of class periods as determined by the District.
2. If the full-time classroom teacher agrees to accept an assignment that exceeds the teaching load limits established in Section 1 above, the District will pay the member additional compensation on a pro-rata basis.

**E. TEACHING LOAD/ELEMENTARY SCHOOLS**

Should the District intend to increase student contact time at the elementary level, it shall notify the Association and will bargain upon demand pursuant to ORS 243.698.

**F. NOTIFICATION OF ASSIGNMENT**

All members will be notified of their specific teaching assignment by June 30<sup>th</sup> of the prior school year insofar as is known at that time. Subsequent changes will be made known to the teacher as soon as possible.

**G. CLASS SIZE/CASE MANAGEMENT**

The District and the Association agree that students are better served when class sizes do not reach the point that makes learning more difficult. We agree that the District has an obligation to budget for members so that children are best served. The aforementioned statement is subject only to levels I and II of the Grievance Procedure and to no other dispute resolution procedure. The District Superintendent or designee will meet with the Association president by September 30 and again shortly after the start of each following grading period of each year to review class sizes, with special attention to the needs of buildings with a disproportionately high number of special or high needs students. Special attention also will be made for special educators in relation to the numbers and severity of their caseloads. Attention will also be given to the number of special needs students,

including 504 and ELL students, placed in regular classrooms. Adequate resources will be provided to the classroom teacher for the needs of the special students.

**H. WORK SAMPLES**

The District intends to require no more than the total number of work samples required by the State Board of Education, but the kind of work samples and the grade level when produced and scored may vary from the State Board requirements if waivers are obtained.

**I. EXTENDED HOURS FOR ASSESSMENT AND STANDARDS IMPLEMENTATION**

Members may, on a voluntary basis, apply for extended contract hours at the curriculum rate to perform tasks such as student assessments, collaboration and integration of new standards. For 2015-16, elementary members may apply for up to six (6) hours. Beginning in 2016-17, elementary members may apply for up to eight (8) hours. For 2015-16, secondary members may apply for up to twelve (12) hours. Beginning in 2016-17, secondary members may apply for up to eight (8) hours assuming a Finals Week schedule is utilized. In the absence of such a schedule secondary members shall continue to be eligible for up to twelve (12) hours.



ARTICLE 5

**MEMBER ABSENCES**

**A. SUBSTITUTES**

1. SUBSTITUTE LIST:

A member to be replaced by a substitute should be given an opportunity to recommend a particular substitute even though the responsibility of obtaining a substitute rests with the appropriate supervisor.

2. REGULAR MEMBER SUBSTITUTES:

In the event a member uses any portion of his or her preparation period to substitute for an absent member, he or she shall be compensated at the rate of the hourly teaching rate in the extra duty pay rate in Article 19.D.5. Except in an emergency, all such assignments shall be voluntary. The above shall not apply in a professional courtesy situation (when a member stands in for an absent member as a result of a District-approved agreement between the two members involved).

3. JOB SHARING:

Members who are job sharing shall have the opportunity to substitute for each other.

4. SPECIALIST:

Substitutes shall be secured for specialists with the exception of child development specialists in the elementary schools.

**B. INCLEMENT WEATHER**

Whenever student attendance is not required because of inclement weather, member attendance shall not be required and no loss of any pay or benefits will result. However, if make-up days are scheduled for students, members will work these days without additional pay so long as the total days do not exceed the number stipulated in this agreement. When school openings are delayed, the expectation for members to begin their workday will be delayed an equivalent amount of time.

ARTICLE 6

MEMBER EVALUATION

A. EVALUATION

1. Written evaluations shall be provided all members within the District. The purpose of member evaluation is twofold:
  - a. To provide professional assistance to members in the continuing process of improving classroom instruction, and
  - b. To provide documentation of the quality of the teaching performance as required by state law, contractual obligations, and the policies of the school district.
2. Probationary members shall be formally evaluated at least twice during the school year, with the first evaluation to be completed by January 10<sup>th</sup> and the second by June 1<sup>st</sup>.
3. Contract members shall be evaluated formally at least every two (2) years, normally prior to June 1 of the evaluation year or on another schedule if agreed upon by the District and Association.
4. No program of assistance will be implemented based solely upon state standardized student test scores or other measurements of student learning.
5. No employee will be put on a Program of Assistance for Improvement for deficiencies that are exhibited solely in an area for which the member is not licensed. At the time a teacher is placed on a Program of Assistance for Improvement, the teacher will identify any inability to meet the requirements of the plan because of inadequate supplies or books.
6. The procedures and standards to be used in the evaluation process shall be included in the evaluation handbook and made available to all teachers. The principal shall meet with any teacher upon request to help interpret or explain any of the evaluation procedures and standards and how they would be measured.
7. An individual's yearly professional development plan goals will be developed in collaboration with the immediate supervisor.
8. When a member disagrees with the contents of the final evaluation s/he may write a rebuttal and it shall be attached to the evaluation document.

B. PEER ASSISTANCE

In developing programs of assistance, the District will utilize peer assistance whenever practical and reasonable to aid teachers to better meet the needs of students. Peer assistance shall be voluntary and subject to the terms of any applicable collective bargaining agreement. No witness or document related to the peer assistance or the record of peer assistance shall be admissible in any proceeding before the Fair Dismissal Appeals Board, or in a probationary teacher non-renewal hearing before a school board under ORS 342.835, nor can it be used in any evaluation document, without the mutual

consent of the District and the teacher provided with peer assistance. Peers may not evaluate members.

**C. PLANS OF ASSISTANCE**

The District shall establish guidelines for plans of assistance to be included in the evaluation handbook. The member may request Association representation at scheduled meetings set forth in the plan of assistance.

**D. NOTIFICATION**

1. All formal evaluation copies are to be signed with one copy to be retained by the member. In the event the member feels that the evaluation was incomplete or unjust, the objections shall be put in writing and attached to the evaluation report which will be placed in the personnel file a copy of the objections shall be given to Human Resources.
2. The Association will be notified in writing of any member placed on a program of assistance unless the member objects.

**E. COMMITTEE**

An evaluation committee consisting of four (4) administrators appointed by the District and four (4) members appointed by the Association shall be established as necessary to review existing member evaluation procedures and make recommendations for changes in such procedures for the purpose of improving them. The parties may mutually agree to a different number of committee participants.

**F. MEMBER-ADMINISTRATOR CONFERENCE**

As a part of the evaluation process, there shall be an administrator-member conference if the administrator intends to place in the member's file materials which may negatively influence that member's evaluation.

**G. GRIEVANCE LIMITS**

Provisions of this Article are not grievable except for a violation of the procedural requirements in paragraphs A.2, 6, and B, C, D, and E. The arbitrator shall have no authority to reinstate a member and may award back pay (if any) only upon entry of a finding of harmful error resulting from such violation.

## ARTICLE 7

**EDUCATIONAL PROGRAM IMPROVEMENT AND PROFESSIONAL DEVELOPMENT****A. DESCRIPTION**

The Board and the Association agree that continuous effort is needed to improve educational programs and to assure the ongoing professional development of District personnel. Both educational program improvement and professional development are viewed as essential and necessary responsibilities of the educational system and of the teaching profession.

**B. DISTRICT PROVIDED PROFESSIONAL DEVELOPMENT**

The District will establish and publish an annual District-level plan for providing professional development designed to meet identified educational program improvement needs. The District will attempt to provide the plan for the upcoming year to staff members prior to the end of each preceding school year. The District shall be under no obligation to continue any particular level of funding for such activities.

**C. PROFESSIONAL GROWTH**

Each member will develop annually and have on file in the principal's office a plan for professional growth, which may include a program of study or special training experiences. The plan shall be agreed to by the principal and/or designee. The plan should recognize the importance of the member's self-renewal in the total educational field as well as in the area of current teaching assignment. In addition, any areas that need improvement noted as part of the member's professional evaluation should be addressed.

**D. INSERVICE**

Within the fiscal limitation imposed by the budget, the District shall provide resources and training to develop and implement District goals and to foster instructional improvement and professional growth of all members. District inservice opportunities will be a major component in implementation of professional growth plans and assisting staff in meeting such new certification requirements as may be forthcoming. All attempts will be made to provide inservices during the workday.

**E. TUITION REIMBURSEMENT**

The District shall reimburse as follows the tuition of all members, including less than half-time members:

1. Members that have been employed for less than seven years shall receive up to six (6) quarter hours per year. All such course work must be requested in writing on the established District form and receive advance written approval based upon District criteria. Members, regardless of past years of employment, shall qualify for six (6) quarter hours per year if (a) the member has an obligation under a TSPC "conditional" license to take coursework in an area beyond current endorsements, or (b) if the member is assigned less than 20 percent of the time to the subject area beyond current endorsements (and thus is not required by TSPC to take additional coursework) but the principal determines that this assignment would be of more than a one-term duration.

2. Members that have been employed for over six (6) years shall receive up to three (3) quarter hours per year.
3. Members will be reimbursed at the Portland State University graduate rate or the actual cost of approved courses, whichever is less.
4. During any two year cycle, a member may use two years' worth of applicable credits beginning at the end of the first school year for that two year cycle. Any member who exercises this option and subsequently leaves employment with the District prior to the end of the second year of the cycle shall have the pro-rated value of the advanced reimbursement withheld from their final paycheck.

**F. EQUIVALENCY CREDIT**

1. Members may request hours of credit toward salary schedule change for experiences that fall outside college courses. Such requests shall be directly related to the member's current assignment and approved in advance by the Equivalency Credit Committee. Other activities which may qualify are: adult education, workshops, generally recognized courses such as OMSI, ESD or clinics, or special work or travel experiences.
2. Nurses will receive credit for all approved nurse continuing education seat hours earned both prior to employment and during employment, as long as it is post license. Hours for initial placement will be limited to the equivalent of one column. Hours earned during the work day, when nurses are still on duty and on-call, will be counted. Application for these credits will be made by using the District developed form. Equivalency credit for these referenced hours will be on the basis of eight (8) hours of actual participation for one (1) graduate term hour for purposes of salary advancement.
3. The Equivalency Credit Committee may also approve other study or special training experiences. The procedure for receiving approval on requests will be set forth on the established District form and shall be subject to special criteria developed by the Equivalency Credit Committee. However, in emergencies the responsible administrator may approve requests on the basis of established criteria.
4. Normally, equivalency credit will be awarded on the basis of ten (10) cumulative hours of actual contract/participation credit for one (1) graduate term hour of college credit.

## ARTICLE 8

## LEAVES

## A. SICK LEAVE

## 1. SICK LEAVE USAGE AND ACCRUAL

Members who are absent because of personal illness or injury shall receive sick leave in accordance with the provisions and reservations pertaining to sick leave allowances in ORS 332.507. This section A.1 is intended neither to enlarge or diminish any rights conferred by such statute.

- a. All full-time (8 hour per day) members shall be granted 80 hours sick leave each year as provided in ORS 332.507. Such sick leave shall be credited to said members on the first contract day of the fall semester. In case of members on paid status less than a full school year, sick leave shall be credited on the first day of active teaching service and shall consist of eight (8) hours for each payroll month in which the member is on paid status not to exceed 80 hours.

At the first regular payday of each school year, each member will be informed in writing of total sick leave available. For each hour of sick leave taken, the member shall lose one hour of sick leave and shall receive one hour of full salary until his or her sick leave is exhausted.

If sick leave is credited to the member's account but the member does not finish the anticipated contract, the unused, credited sick leave shall be recovered by the District. Pay for sick leave days used in excess of the amount earned shall be recovered through a payroll deduction.

- b. Full-time members on an extended work year shall be credited with eight (8) additional sick leave hours for each work month beyond the normal work year, with a maximum credit in any one year of 96 hours; for purposes of this provision, a "work month" shall mean any period of 30 calendar days in which the member works 15 days or more. A member assigned to teach beyond the normal school year, or during summer school, is eligible to receive sick leave for illness or injury during the assignment.
- c. Part-time members (those working less than eight (8) hours per day) shall be provided sick leave as indicated in subsection (a) and (b) above, except that sick leave hours shall be granted on a pro-rata basis.
- d. Total unused sick leave which can be accumulated by any member shall be unlimited, in accordance with ORS 332.507(4).
- e. When a member has exhausted his or her sick leave, the Board may, in special cases, grant additional sick leave without loss of salary.
- f. A member may charge against her accumulated sick leave for an absence due to childbirth or for a period of bona fide disability related to pregnancy.
- g. Any other use of accumulated sick leave for parental leave purposes shall be according to the requirements, if any, of FMLA/OFLA.

- h. Members entering the system will be credited with sick leave they had accumulated in their prior position in an Oregon district up to a maximum of 600 hours. Such transfer of sick leave will not be effective until the member has completed thirty (30) working days in this District (ORS 332.507(4)).
- i. When a member retires, the accumulated sick leave shall be credited to the individual's Public Employee Retirement System (PERS/OPSRP) account according to Oregon statutes.

**B. PERSONAL LEAVE DONATION/SICK BANK**

**1. APPLICATION FOR PERSONAL LEAVE DONATION**

When a bargaining unit member has used all available paid leave days and needs donated days due to their own critical illness or injury, the following procedure will be implemented:

- a. The bargaining unit member will notify the Association of the need for sick days. This program will not begin until initiated by the bargaining unit member. The Association will notify the Director of Licensed Personnel of the request.
- b. The Association will solicit days from the bargaining unit.
- c. Payroll will process the days as instructed by the District after reviewing the information from the HEA President.

**2. GUIDELINES FOR PERSONAL LEAVE DONATIONS**

In consideration of extenuating circumstances surrounding the present needs of said individual, donation of personal leave days from HEA members will be approved with the following understanding, conditions, and limitation:

- a. All contributions of personal leave days are irrevocable.
- b. All contributions to the bank are voluntary. The District shall be defended and held harmless from any claim arising from honoring the "pooling" in this matter.
- c. Each association member who volunteers to donate their personal leave day must sign a waiver indicating they are forfeiting their personal leave day for that school year.
- d. Association members from any building in the District may contribute to this bank.
- e. The District is not responsible for any personal tax liability that may be incurred by the donating employee or receiving member should any liability arise.
- f. The maximum number of days that may be collectively donated by association members (at a rate of one day per individual member) is 45 (or the number needed to get the employee to long term disability, whichever is

less, minus accrued sick leave.

- g. Collectively, if the association members donate more than the total number of days said employee is in need of, a random drawing will be conducted by HEA to determine the members who will donate their personal leave day. Association members whose names are not drawn will not donate days. Items “a” and “c” do not apply to members not selected to donate days.

**C. FAMILY LEAVE**

1. FAMILY ILLNESS LEAVE

- a. Up to five (5) days per year may be taken and charged against sick leave to take care of ill or injured family members (child, spouse/domestic partner, parent, or parents-in-law of the member, or other persons living permanently in the member’s household), regardless of whether such leave is covered by the FMLA and/or OFLA.
- b. Members may use leave to care for an ill or injured family member (child, spouse/domestic partner, parent, parent-in-law, grandparent, grandchild) in accordance with FMLA and/or OFLA. Up to six (6) weeks of such leave may be taken with substitute deduct.

2. PARENTAL LEAVE

Parental leave shall be granted as provided by the FMLA and/or OFLA for up to 12 weeks upon written request, for childcare or adoption. Additional periods of unpaid parental leave may be requested and granted. A member requesting such leave shall give at least 30 days notice except in extenuating circumstances.

3. BENEFITS AND PAID/UNPAID STATUS

The District will provide fringe benefits for up to twelve (12) weeks. Accumulated paid leave may be used for leaves under this section to the extent provided by the FMLA and/or OFLA. If paid leave is not available, or if the member so chooses, the leave shall be unpaid.

**D. PERSONAL LEAVE**

Paid leave for personal reasons of up to one (1) day per year shall be approved when the activity to be accomplished during the leave cannot be taken care of outside school work hours, or is vital to the member’s interest or welfare, and does not involve an outside employment or business venture. Personal leave can be accumulated to a maximum of three (3) days, which can be used in one year after being accumulated. When circumstances permit, leave will be requested at least two (2) working days in advance and approved one (1) workday in advance. Such leave shall only be allowed if a licensed substitute is available.

**E. BEREAVEMENT LEAVE**

Up to five (5) days leave with pay per bereavement shall be authorized by the District in the event of death in the member’s immediate family. Immediate family is defined as: spouse/domestic partner, children, parents, grandparents, grandchildren, brothers, sisters,



in-laws of the member, and those in loco parentis to the member or spouse or other relatives living permanently in the member's household. The member may request up to two (2) additional days bereavement leave with regular pay minus the salary of a substitute.

**F. EMERGENCY LEAVE**

Emergency leave is subject to approval by the Superintendent or designee and is granted to a member for personal reasons. Such leave is granted with full pay. The member's personal leave day must be used before emergency leave will be granted. It is understood that emergency leaves are unusual conditions over which the member has no control, such as leaves for serious crisis in the member's immediate family (spouse/domestic partner, child, parent, parent-in-law) where the presence of the member is necessary.

**G. COURT APPEARANCES**

**1. JURY DUTY**

If a member is summoned to serve on a jury, and the member wants to request a postponement of the service obligation until the summer vacation period, the District will write a letter asking for a postponement. If the member is required to serve, the District shall grant permission to serve, without loss of regular salary, provided that if a fee is received for these services, it shall be submitted to the District. However, the member shall retain all moneys collected for mileage and expenses while on jury duty. Upon early release from jury duty, the member is expected to report to his or her assigned building if reasonably able to do so by the beginning of afternoon classes.

**2. APPEARANCE AS A WITNESS**

Members will be released, without loss of pay, whenever subpoenaed to appear in court as a witness regarding (a) a child abuse report filed by that member, or (b) in connection with the member's performance of his/her duties to the District, except that the member must turn over to the District any witness fee received. Paid legal leave shall not be available in any case where the member is called as a witness to testify against the District.

**H. ASSOCIATION LEAVES**

**1. ASSOCIATION BUSINESS**

a. The District will grant up to 40 days per school year of paid Association leave in the year prior to the expiration of this Agreement and 25 days per year in other years with the Association to reimburse the District the cost of substitutes. This leave will be non-accumulative and will be scheduled in advance with the District by the Association president for Association representatives for Association business. It is understood by both parties that paid Association leave will not be used for involvement in public demonstrations or other strike activities involving a school district outside the bargaining unit. Such Association business shall be for the purposes of collective bargaining, preparation for collective bargaining, contract maintenance, and other Association business involved in serving as the exclusive bargaining representative for the members of the bargaining unit. No such leave will be scheduled after the latter of: (a) the contract's expiration date or (b) the date final offers are made.

b. The HEA president will be released full time to attend to Association business.

- 1) The Association shall reimburse the District for the full cost of the president's salary and benefits including all payroll costs.
- 2) The president shall not contact other members during the members' student contact time, and shall not engage in Association activities during his or her assigned student contact time, if any.

**2. ELECTION TO OEA-NEA**

Unpaid leave for up to four (4) years may be granted to any member, upon application, for the purpose of serving as the President of the Oregon Education Association or as an officer of the National Education Association.

**3. ELECTION TO ASSOCIATION PRESIDENT**

The local Association President shall be released from full-time teaching duties to attend to Association business. The Association shall reimburse the District for the full wages, payroll costs (FICA and PERS/OPSRP), and insurance costs for the employee.

**I. SABBATICAL LEAVE**

At the School Board's discretion, an opportunity for paid sabbatical leave under the terms and conditions stated below may be made available to members. The Board's decision to grant any of the proposals received is final and not subject to appeal through the grievance procedure or through any other dispute resolution procedure.

A sabbatical leave may be granted to members who have a minimum of six (6) continuous years of service in the District as a licensed employee, subject to the following provisions:

1. The sabbatical leave will not exceed the usual contract year of the member and is to be used for:
  - a. A full program as specified by a college or university;
  - b. Travel, providing the original application specified the projected itinerary and the values to be accrued from the same; the report of such travel at the
  - c. conclusion of the leave should be rather specific as to the benefits derived from the travel; or
  - d. Job training-apprentice programs in industry or business where the purpose of such training or apprenticeship is to enhance the teacher's competence.
2. At least 90 days prior to the start of the leave, or by February 1, if the leave is to begin the following September, the member must submit a plan for the leave. Such plan is to include: institution to be attended, courses to be taken, and the purposes and benefits to the member and the District of the proposed leaves (in the event of travel, an itinerary must be submitted in lieu of institution and course details).

3. A Sabbatical Review Committee composed of three members appointed by HEA and three members designated by the District will be responsible for recommending members for sabbatical leave.
4. A member on sabbatical leave will be paid one-half of the regular contract salary that he or she would have received during the time in which the leave is taken. After 12 years of continuous service, a member on sabbatical will receive two-thirds pay for the time in which the leave is taken. Payments will be made monthly.
5. The member must agree, in writing, to return to the system for a period of at least two (2) years immediately following the leave or return the money paid during the sabbatical leave.
6. There will be no loss of earned increment and the sabbatical leave will not interfere with the accrual of retirement benefits in PERS. A member on sabbatical leave shall, for all purposes, be considered a full-time member of the staff and shall enjoy all the rights and privileges of a member in full-time attendance in the position from which the leave was granted.
7. Fringe benefits, sick leave and all other benefits provided for herein, except for salary, shall be administered as though the member were a full-time employee. Any illness or injury necessitating sick leave or termination of sabbatical program must be reported to the Superintendent by registered mail within ten (10) days after the member's first knowledge that the sabbatical may be jeopardized.
8. Not later than the day on which the member again takes up active service, he or she will file with the Superintendent a report which will include at least the following: the name of the institution attended, courses pursued, credits received, experience gained, and his or her activities plus the manner in which the knowledge and experience gained may be applied to the students in the District's schools.
9. On returning to the system, the member will be placed in the assignment as closely as possible approximating the one held immediately prior to the leave or another position mutually agreed upon by the member and the administration. The member must notify the Superintendent not later than February 1 of his or her intent to return the following year. Sabbatical leave may not be granted to a member more than once every eight (8) years.

**J. MISCELLANEOUS LEAVE PROVISIONS**

**1. DISABILITY**

Leave of absence without pay shall be granted for bona fide disability to include disability due to childbirth for up to one (1) school year.

**2. REST AND RECUPERATION**

A member who has served continuously in the Hillsboro Schools for a period of at least six (6) years may request up to a year's leave of absence without pay for the purpose of rest and recuperation. Such a request must be made by February 1 of any year for the following school year and must contain a date certain for the member's return. Notification of resignation of a member on a full-year unpaid rest and recuperation leave must be made no later than February 1 of the year the leave

is taken. Exception to the notice deadline may be made by the District where medically justified. For members who return after such a leave, no increment will be earned during the leave.

**3. INTERNATIONAL AND FEDERAL PROGRAMS**

A leave of absence of up to two (2) years may be granted to any member, upon application, for the purpose of participating in exchange teaching programs in other states, territories, or countries; foreign or military teaching programs; the Peace Corps, Teacher's Corps, or Job Corps, as a full-time participant in such programs; or a cultural travel (in which at least six months of each year has been devoted to traveling, following an approved itinerary) or work program related to his or her professional responsibilities; providing he or she states his or her intention to return to the school system. Notice of intent to take such leave shall be submitted in writing on or before March 1 of the preceding school year. Notice of intent to return shall be given by February 1 of the year in which duties are to be returned.

**4. ELECTION TO STATE OFFICE**

Unpaid leave for up to two (2) years may be granted to any member, upon application for the purpose of serving in any state office, the House of Representatives, or Senate after election or appointment.

**5. MILITARY LEAVE**

All rights and protections will be granted in compliance with the

Uniformed services Employment and Re-employment Rights Act of 1994 (USERRA) as amended and the Oregon Military Family Leave Act (OMFLA).

**6. OTHER LEAVE**

Leave not granted under any other provision may, at the discretion of the Superintendent, be granted with full pay, without pay, or with regular pay minus the cost of substitute.

**7. EXTENSIONS AND RENEWALS**

All leaves may be extended or renewed at the discretion of the administration.

**8. BENEFITS**

Benefits accrued prior to leaves shall be retained and reinstated upon return from the leave but additional benefits shall not be accrued while on leave.

**ARTICLE 9****VACANCIES AND TRANSFERS****A. VOLUNTARY TRANSFERS BETWEEN BUILDINGS**

Members may submit a written transfer request for the following year to the Human Resources Department by February 1. The District shall consider transfer requests and notify members by April 1. Transfer requests expire August 15. No hires from outside the bargaining unit, including interns, will take place until all in-District transfer requests have been considered, except in the case of hard-to-fill positions. Hard-to-fill positions are those for which there are no in-district transfer requests. Temporary employees are not eligible for voluntary transfer, but may be considered for vacancies pursuant to Section B below.

**B. VACANCIES**

1. A "vacancy" is a new or existing bargaining unit position that the District declares to be open.
2. When a vacancy occurs after April 1, the District shall post such vacancies on the District website. Excluded from this required posting are temporary positions.
3. At the District's discretion, a vacancy may be filled without posting by offering the position to a member who had requested a voluntary transfer in accordance with Section A above, or by selecting a current in-building temporary member.
4. Current employees will be given the opportunity for an expedited application procedure for any posted vacancies by completing an internal application form made available by the District. Current employees may also elect to submit the regular application required of outside applicants.
5. Transfer requests expire August 15.

**C. IN-BUILDING CHANGES OF ASSIGNMENT**

At the elementary level, if grade level changes need to be made within a building, all members will be made aware of the options and given an opportunity to discuss changes with the principal. At the secondary level, and for specialists, the applicable administrator or supervisor will establish a process for determining staff interest for possible changes of assignment in-building or within a specialist group. This will occur prior to the internal transfer period.

**D. INVOLUNTARY TRANSFERS BETWEEN BUILDINGS**

A member who is being considered for involuntary transfer to another building shall be so notified not fewer than ten (10) days prior to the transfer. An exception to this 10-day rule may be made during the first month of school if a transfer is initiated because of student enrollment changes. A transferred member shall be entitled to confer with the Superintendent or his or her designated representative to discuss said transfer and reasons thereof. In the event a member is to be involuntarily transferred, he or she shall be notified prior to the notification to the general staff.

Any member transferred to another building or classroom due to District need, or who gets a 50 percent change in assignment to accommodate the District after August 15, or who for the third time in five years gets an involuntary change of grade level at the elementary level, shall be given up to two (2) days at the discretion of the building administrator. Days may be paid or with substitute time at the member's discretion.

Any member involuntarily transferred at the beginning of a school year to a different building as a result of excess staff may, if a position is posted in that originating building within two years of the transfer, contact the Human Resources Department and claim coverage under this section. In that case, the member shall receive an interview for the opened position.

In the absence of special circumstances, such as the opening of new buildings, reduction in force, or change in programs, no member shall be subject to an involuntary change of building/work site more than two (2) times in five (5) years.

**E. UNSUCCESSFUL VOLUNTARY TRANSFERS**

Any member who has unsuccessfully sought voluntary transfer to another school for at least one calendar year may request and shall be granted a meeting with a personnel administrator for the purpose of discussing why the member has not been transferred and what steps might raise the member's chances for transferring in the future.

**F. TEAM TEACHING VACANCIES**

Whenever a vacancy occurs in a team situation (where two or more members work as a team to plan instruction and coordinate classroom management for a shared group of students), existing team members, if available, shall be given the opportunity to provide input to the principal, other administrator, or department head.

## ARTICLE 10

## REDUCTION IN FORCE

## A. REDUCTIONS

1. If the Board is going to reduce the bargaining unit staff, the Association shall be notified at the same time as individual members are notified. Such notice shall include a listing of members laid off, the effective date of layoff, and reason for the action.
2. When reductions affecting bargaining unit staff occur, seniority will be a primary factor considered as well as licensure and competence. Seniority shall be defined as a member's total length of continuous service, computed from the member's most recent first day of actual service within the District in a bargaining unit position. Ties shall be broken by drawing lots. Competence shall be defined as ability to teach a subject matter/specialty area or grade level based on recent teaching experience and/or training at the grade level (elementary or secondary, or K-12 for areas with K-12 licensure) or subject matter/specialty area (e.g., math, ELL/bilingual, alternative education, special education).

Except as otherwise provided above, reductions in force shall be conducted in accordance with ORS 342.934.

3. Members who have been laid off may purchase medical, dental, and vision insurance benefits for up to 27 months unless insurance carrier refuses.
4. Members who have been laid off will retain sick leave and schedule placement during a layoff if they are recalled within 27 months.
5. An appeal of any decision on reduction in staff shall only be through the grievance procedure of this agreement as provided in ORS 342.934(7).

## B. RECALL

1. After a reduction, interested laid-off members will be recalled on the factors in A.2 above. The right to recall shall continue for 27 months after the date of layoff.
2. In the event of recall, the District shall notify a member of recall by certified letter at the last address filed with the Human Resources office by the member.
3. The assumption will be made that an offer for a position is rejected if:
  - a. The laid-off member or his or her agent does not respond within fourteen (14) calendar days from the date of postmark of the notice of recall. Such offers will be sent by certified mail.
  - b. After accepting a position, the member does not report to work on the specified reporting date, unless disabled. Such specified reporting date shall be not less than 15 days after the date of receipt of an offer of a position. If the member is under contract with another Oregon school district and if the other district does not agree to release the member from that contract within a 15-day period after the member received an offer of recall, then the Hillsboro District will fill the

## ARTICLE 10

position with a temporary employee and postpone the recall until the start of the next semester (but at least 60 days).

- c. The laid-off member cannot be reached (post office return of certified letter) at his or her address of record as maintained in the Human Resources' office.
4. The laid-off full-time member who refuses a contract full-time position that is offered will thereafter be considered only as a new hire. A laid-off part-time member who refuses a contract part-time position that is offered will thereafter be considered only as a new hire. A full time member may decline a less than full-time position without waiving his/her rights to recall.
5. Laid-off members shall indicate their continuing interest in rehire by informing the District of current contact information, including mailing address, phone number and email address. Members will also notify the District of contact information changes and any changes in certification.
6. A contract member who is recalled shall retain the contract status obtained before the release. A probationary member who is recalled shall have the years taught for the District counted as if the employment had been continuous for purposes of obtaining contract status.
7. Any member who accepts recall to a position of lower FTE than he/she held at the time of layoff shall retain recall rights to a position at his/her higher level of FTE for the remainder of the original 27-month recall period.
8. Temporary members shall have no rights under this Article.



ARTICLE 11

**GRIEVANCE PROCEDURE**

**A. PURPOSE**

The purpose of this procedure is to secure, at the lowest level, solutions to problems which may arise that affect members.

**B. REPRESENTATION**

Any aggrieved person may be represented at all stages of the grievance procedure, through Level Two, by himself or herself, or at his or her option by a representative of the Association. The Association shall have the right to be present and to state its view at all formal stages of the grievance procedure.

**C. DEFINITIONS**

1. CONTRACT GRIEVANCE:

A "contract grievance" is a contention by a member or the Association that there has been a violation, misinterpretation, or erroneous application of a specific provision of this Agreement.

2. EQUITY GRIEVANCE:

An "equity grievance" is a contention by a member that a member or group of members have been treated unfairly or inequitably as a result of an administrative decision; or application of District policy.

3. AGGRIEVED PERSON:

An "aggrieved person" is the member or the Association making the claim.

**D. TIME LIMITS**

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at the various levels is considered as maximum and every effort should be made to expedite the process.

All reference to days contained herein shall mean member workdays, except that during the summer vacation period, days shall mean those days that the District office is open for business.

The time limits may be increased only by written agreement.

Failure of the aggrieved or the Association to respond within the time limits shall constitute acceptance of the grievance status at the last step preceding the non-response.

The administration shall respond as indicated at each level of the procedure. Should it fail to respond, the Association may request a written reason for non-response and/or move the grievance along to the next level.

In the event a grievance is filed at such time that it cannot be completely processed by the end of the school year, the time limits may, by mutual agreement, be reduced so that the grievance can be completed prior to the end of the school year.

**E. PROCEDURE**

1. LEVEL ONE - PRINCIPAL:

Informal: The aggrieved shall, within 15 days of his or her knowledge of the facts upon which the grievance is based, discuss it with his or her principal or immediate supervisor with the objective of resolving the matter informally, individually, through an Association Representative, or accompanied by an Association Representative. The immediate supervisor will respond to the aggrieved within ten (10) days.

Formal: If the aggrieved is not satisfied with the response to the grievance at the informal level, he or she may file a written grievance with his or her immediate supervisor within ten (10) days after the informal response. This written grievance shall use the Association Grievance Form, attached as Appendix D to the contract. The immediate supervisor shall communicate the decision in writing within ten (10) days to the aggrieved.

2. LEVEL TWO - SUPERINTENDENT:

If the aggrieved is not satisfied with the disposition of his grievance at Level One, he may file the grievance in writing (Per Appendix D) with the Superintendent within fifteen (15) days after Step One procedures have been concluded. The Superintendent shall have 15 days in which to investigate and hold hearings as deemed appropriate and render a written response to the aggrieved.

The Superintendent, or designee, shall in all cases (within five (5) days), meet with the aggrieved in an effort to resolve the matter informally. If the grievance is a "contract grievance" and is not resolved, the Association must, if it decides to arbitrate, submit the grievance to arbitration by giving written notice to the Superintendent within 15 days of receiving the written decision or within the same 15 days give the Superintendent a written notification of any other action contemplated.

3. LEVEL THREE - ARBITRATION:

- a. Within ten (10) days after such written notice is received, the Superintendent and the Association shall attempt to agree upon a mutually acceptable arbitrator. In rendering a decision, the arbitrator shall be subject to any guidelines agreed to by the Association and the administration.
- b. If, after ten (10) days no arbitrator has been selected, the Association and the District shall select an arbitrator by alternately striking names from the list of seven arbitrators provided by the Employment Relations Board. The party to strike the first name shall be determined by lot.
- c. The designated arbitrator shall set a time and place for hearing which is acceptable to both parties. Expenses of the arbitrator shall be borne equally by the parties; however, each party shall be responsible for compensating its own representatives and witnesses.
- d. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies.

**4. CONTRACT GRIEVANCE:**

If the grievance is based upon a claim of a specific provision of this Agreement and was so specified in Step Two and each succeeding Step, the arbitrator's award shall be final and binding within the scope of this Agreement except as provided in Part F below.

**5. EQUITY GRIEVANCE:**

- a. An "Equity Grievance" which is unresolved at Level Two, and which alleges a violation or misapplication of Board policy, may be submitted to the School Board or its designee within 15 days of receiving the Superintendent's decision. The School Board will hear the grievance within 30 days of the receipt of the appeal.
- b. With respect to an "Equity Grievance" concerning an administrative decision, the Superintendent's Level Two decision shall be final and binding, unless the Board determines, at its discretion, to review the matter. In no case may an "Equity Grievance" be appealed to Level Three – Arbitration.

**F. EXCLUSIONS**

The following items are specifically excluded from the provision of binding arbitration hereof:

1. Any matter as to which the District is without authority to act.
2. Any attempt to change this Agreement.

**G. MISCELLANEOUS**

**1. SEPARATE GRIEVANCE FILE:**

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 the participants.

**2. FORMS:**

The form to be used in filing grievances is enclosed as Appendix D of this Agreement. All blanks on the form shall be completed at the applicable step. The grievance form shall be available upon request from the main office in each school building.

**3. REPRISALS:**

No reprisal of any kind shall be taken by the Association, or by any member, of the administration against any party in interest, any representative, any member or any other participant in the grievance procedure by reason of such participation.

ARTICLE 12

**SALARY**

**A. SALARY SCHEDULE**

The salary schedules for 2015-16, 2016-17 and 2017-18 shall be reflected in Appendices A.1 through A.3.

**B. PERS PICKUP**

The member's contribution required by PERS/OPSRP shall be made by the member through a payroll deduction.

**C. EXTRA DUTY**

Extra Duty positions in Article 19 shall increase by 2.5% in 2015-16, 2016-17 and 2017-18.

**D. PAYDAYS**

1. Members shall be paid on the basis of 12 equal monthly payments.
2. Payday shall be the 20<sup>th</sup> day of each month. All remaining checks, except one (1), will be given to each member on the last workday of the year, with the final check mailed by June 30.
3. The parties recognize that there may be occasion when it is impossible to pay upon the above specified dates due to circumstances that are beyond the control of the District. If this should occur, the District will take reasonable steps to expedite the payroll process and provided it does so, the Association shall have no valid claim of a violation thereof.

**E. COLUMN ADVANCEMENT**

A member submitting by October 1 of any year proof of additional professional training qualifying him or her for a higher salary column shall be paid at the higher salary for the entire contract year. If proof is submitted by March 1 of any year, the teacher shall be paid at the higher salary for the second half of that contract year.

**F. PART-TIME MEMBERS**

For part-time members, the percentage of scheduled salary is determined by comparing the number of hours the member is assigned each day as a portion of eight (8) hours.

**G. INITIAL SALARY PLACEMENT**

1. The District may limit years of experience for placement on the salary schedule to eight (8) years, but the Superintendent or designee may make an exception to this limit.
2. Newly hired members with no prior experience will be placed on Step A of the salary schedule unless the District has designated the position in question as a hard to fill position. For the term of this contract, "hard to fill" shall include special education,

dual language/bi-lingual, higher level math and science, and CTE. In the event the District believes that additional positions have become hard to fill it shall notify the Association and the parties shall collaboratively determine whether to formally designate that position as hard to fill.

3. The procedure described above will be used, based upon years of verified K-12 teaching experience of 135 teaching days or more per year. At its sole discretion, the District may recognize non-K-12 employment experience, including college or community college teaching experience or applicable industry experience, in initially placing a member, consistent with Section G(1) and Section G(2) above.

**H. SALARY ADVANCEMENT**

Advancement on the salary schedule will be granted to those members working 50 percent or more of the day for a full year or full time for 50 percent of the regular school year or on paid leave.

Members contracted to work less than half-time for two (2) consecutive years teaching (e.g., half-time for less than the full year or less than half-day for a full year), shall be granted a year's advancement on the salary schedule if the total FTE for the two (2) years equals .66 years or more.

Completion of 50 percent or more of a regular school year is required for yearly credit toward the experience requirement for sabbatical leave and early retirement benefits.

**I. JOB SHARING**

Job sharing shall mean two members each working part-time who together fill a single full-time contract position. A job-sharing member will be considered a part-time member in all contract areas.

## ARTICLE 13

## EMPLOYEE BENEFITS

## A. DISTRICT CONTRIBUTION

1. The maximum District contribution toward employee medical, vision and dental insurance for 2015-16 shall be \$1,100 per month for a full-time member. Effective the beginning of the 2016-17 insurance year, the maximum District contribution will be \$1,125 per month for a full-time member. For the 2017-18 insurance year, the maximum District contribution will be \$1,150 per month for a full-time member.
  - a. The District will provide access to Life Insurance (\$30,000) coverage and an Employee Assistance Plan.
  - b. The District will pay employee Disability Insurance.
  - c. The District will provide a Section 125 Plan for members.
2. Each year of this agreement, unless either party should utilize Section 2(h) below, the parties shall identify one of the plans available under OEGB to be designated as the Preferred District Medical Plan. The following provisions shall apply to those individuals participating in the preferred District medical plan.
  - a. For the 2015-16 school year the Preferred District Medical Plan shall be Moda Plan G.
  - b. The Preferred District Medical Plan shall be supplemented by a Group Health Reimbursement arrangement (HRA). Members that enroll in the preferred District medical plan shall also be eligible to participate in the District sponsored group HRA.
  - c. For 2015-16 the group HRA benefits shall provide medical insurance benefits similar to Moda Plan B. There will be an in-network deductible of \$350 per person and \$1,050 per family and an in-network maximum out-of-pocket cost of \$2,950 per person and \$8,850 per family. No reimbursements described in Article 13 (A)(2)(e) will be available for qualifying expense reimbursement until the member or spouse and/or dependents have satisfied their portion of the Preferred Plan deductible. As described in this section, employee will not pay more than \$350 deductible and \$2,950 maximum out of pocket per individual, and the family total responsibility shall not exceed \$1,050 in deductible and \$8,850 maximum out of pocket after plan cost.
  - d. Group HRA reimbursements are available only for qualifying expenses that are described in the Moda Plan G certificate of coverage and which are applied to the health plan's maximum out of pocket limit including deductible, coinsurance and medical costs. Reimbursements are only available for qualifying expenses incurred while the member is enrolled in the plan.
  - e. For the 2016-17 insurance year and subsequent years, the Preferred District Medical Plan, Group HRA plan design and amount allocated for the purchase of dental and vision coverage shall be determined per Article 13(4).

- f. The Preferred Plan/HRA is incorporated within the HEA insurance pool, described in Section C below. The licensed insurance pool will be used to pay all eligible expenses incurred by the HRA and the pool will retain any funds left unspent by the HRA if the HRA is terminated.
- g. In the event that the Insurance Pool balance is not sufficient to cover the costs associated with the Group HRA plan, the District will be responsible for all additional costs.
- h. Either party may elect to discontinue the program described in Article 13(A)(2) at the end of any plan year.

**3. PART TIME MEMBER COVERAGE**

Part-time members from .375 FTE to .59 FTE will receive a 50 percent (50%) share of the amount contributed by the District to full-time members and part-time members contracted from .6 FTE to .79 FTE shall receive 75 percent (75%) of the full time contribution. Part-time members working .8 FTE or more will receive 100 percent (100%) of the contribution for full-time members.

**4. INSURANCE COMMITTEE**

An Insurance Committee consisting of three members from the Association and three District administrators will meet in the spring of each year to examine insurance plans. Any changes in plans must be mutually agreed to by both the District and Association. The committee will identify which of the selected plans will be designated as the preferred plan for the purpose of Article 13 (2).

**5. TAX-SHELTERED ANNUITIES**

A maximum of 30 tax-sheltered annuity programs that meet the Association's approval and that adhere to state, federal, and IRS rules (codes) shall be offered by the District. This option is available to all members.

**6. AUTOMATIC PAYROLL DEDUCTIONS**

The District shall make provisions for mutually agreeable automatic payroll deductions (or reductions) for members. Deductions (or reductions) shall be available for at least On Point Credit Union, Association dues (HEA, OEA, NEA), the OEA Foundation, Hillsboro Schools Foundation, and premiums for the above-listed insurance programs.

**B. TERMINATION OF BENEFITS**

- 1. If a member's employment is terminated prior to the end of the school year, the District's payment of premiums shall continue until the District has paid a share of the 12 monthly premiums equal to the proportion of the contract year worked.
- 2. If a member's employment is terminated between the end of the school year and the beginning of the ensuing school year, the District's payment of premiums shall continue through the month of September.
- 3. Paid benefits will continue at District expense during an unpaid absence of 20 days or less.

4. Benefits for any member on approved unpaid leave of absence will continue until the District has paid a share of the 12 monthly premiums equal to the proportion of the contract year worked prior to the leave. Thereafter, the member has the option, subject to the carrier's approval, to either continue to pay monthly premiums or convert to a different plan available or offered by the carrier.

**C. INSURANCE POOL**

The parties agree that an Association controlled insurance pool shall be created utilizing the unspent funds allocated to members who "opt out" of District insurance coverage and any remaining funds based on a tiered rate, and any savings incurred by the HRA Preferred Plan.

1. An employee may "opt out" of District coverage by indicating in writing to the District the employee's election not to obtain major medical insurance coverage through the District. Notice of this election shall be on a form jointly prepared by the Association and the District. The deadline for making this election shall be September 11<sup>th</sup>.
2. All full-time members who opt out of District insurance major medical coverage will receive \$300 per month, from the District, payable as income, or to be deposited in a Section 125 account. A pro-rata share of \$300 will be provided to less than full-time members who opt out, payable as income, or to be deposited in a Section 125 account.
3. A pro-rata share of \$300 will be contributed by the District to the pool for each less than full-time member who opts out of District coverage. For example, if a 0.50 FTE member opts out, \$150 (0.50 x \$300) per month shall be contributed by the District to the insurance pool.
4. The District shall contribute to the insurance pool \$300 per month for each full time member who opts out of District coverage.
5. The Association will allocate the insurance pool to bargaining unit members participating in District insurance coverage. The District will provide adjustments to bargaining unit members' insurance costs according to the allocation prepared by the Association.
6. A member's decision to opt out of District insurance coverage shall constitute a waiver of the right to any such benefit for the duration of the insurance year, and shall be irrevocable until the following year unless the member undergoes a life-changing event and applies for District coverage under OEGB guidelines. Payments made as income pursuant to this section shall be subject to all applicable payroll taxes.



ARTICLE 14

**ASSOCIATION RIGHTS**

The Board, in recognition of the Association's responsibility and contribution to the District, grants to the Association certain rights as outlined below:

**A. INFORMATION**

Upon request, the Board agrees to furnish the Association available information for its functioning as exclusive bargaining representative.

**B. RELEASE TIME FOR DISTRICT MEETINGS**

Whenever any representative of the Association or any member participates in meetings with District representatives during working hours, there shall be no loss in pay. Loss of classroom instruction time should be kept to a minimum.

**C. USE OF SCHOOL BUILDINGS**

The Association and its representatives shall have the right of access to school buildings for professional purposes at reasonable times providing there is no interference with previously scheduled activities. Scheduling of facilities shall be coordinated with the building principal.

**D. USE OF SCHOOL EQUIPMENT**

The Association shall have the right of using school facilities and equipment, including fax machines, telephones, computers, copy machines and scanners, duplicating equipment, calculating machines, and all types of media equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use and for any repairs necessitated as a result thereof. The Association shall have the right of using school District e-mail, but the right shall expire no later than the declaration of impasse if no new agreement has been reached.

**E. BULLETIN BOARDS**

The Association shall have in each appropriate building the use of a bulletin board in each faculty lounge and/or faculty/staff room.

**F. MAIL FACILITIES AND MAIL BOXES**

The Association shall have the privilege of using the inter-school mail facilities and school mail boxes for professional activities and announcements. Such mail must be clearly identified as Association mail by either/or both letterhead and signature. The Association will indemnify, defend, and hold the District harmless against any claims made against or any suit instituted against the District on account of this provision providing the District has notified the Association in a timely manner of any potential claim or suit.

**G. OFFICE SPACE**

The Association shall be permitted, without cost, and when available, to utilize an area in the building at a location and of a description to be mutually agreed upon for professional activities. The Association may install a telephone in such an area at its own expense.

**H. NEW STAFF INSERVICE PROGRAMS**

In planning for new staff inservice programs, the administration may request assistance from the Association Executive Committee. At least 45 minutes during inservice will be allowed for the Association President to communicate Association objectives and/or procedures to the new staff. The Association will be expected to pay only for those additional expenses directly connected with their activities during this time.

**I. RIGHT TO SPEAK AT MEETINGS**

The Association shall, by prior arrangement, have the opportunity to speak at faculty meetings and shall normally be limited to five (5) minutes.

**J. DISTRICT POLICY HANDBOOK**

The Association shall be provided one (1) copy of the current Board-approved policies handbook and one (1) copy of all changes made thereafter will be transmitted to the Association no later than one (1) week after such changes have been incorporated into District Policy.

**K. ASSOCIATION MEETINGS**

Members may participate in scheduled Association meetings at any time it does not interfere with student classroom activities or other professional responsibilities.

ARTICLE 15

**ASSOCIATION SECURITY AGREEMENT**

- A. The Board and the Association enter into a fair share agreement. The District shall deduct an amount equal to the annual dues of the Association from the salary of each member of the bargaining unit who is not a member of the Association. Such deduction shall be carried out in the same manner as for members who hold Association membership. This deduction shall ensure that all members of the bargaining unit will contribute equally to support the Association in carrying out its obligations as the legal bargaining representative of the members.
- B. Contributions will be used as required by state and federal law.
- C. Each year the Association will provide notice to the District payroll department of the fair share amount. Any dispute over the fair share amount shall be subject to a grievance procedure provided by the Association which will ensure the right to litigate unresolved issues before the Employment Relations Board (ERB) or a neutral arbitrator mutually selected by the parties. The District shall not be a party to those proceedings and shall have no obligation with respect thereto.
- D. In the event of a dispute over the fair share amount, employee contributions shall be deposited as required by state and federal law.
- E. The Association will hold the District harmless for any claims of an objecting non-member that the Association has made an illegal expenditure of fair share fees, or that the extent of the payroll deduction is unlawful.
- F. The District and its counsel will cooperate with Association's designated legal counsel in defense of any claim in which the District is named as a party in order to minimize legal expenses subject to indemnification. The District shall give the Association immediate notice of any dispute under this Article.

ARTICLE 16

**PEACEFUL RESOLUTION OF DIFFERENCES**

- A. In consideration of this Agreement and its terms and conditions, the Association and its officers shall not, during the term of this Agreement, engage in or condone any strike, slow-down, work stoppage, or other concerted refusal to perform any assignments.
- B. The District shall not engage in any "lock out" of members during the term of this contract.

## ARTICLE 17

## WORKING CONDITIONS

## A. STUDENT DISCIPLINE

1. Disruptive student behavior will not be allowed to hinder the progress of the class. When a student's behavior interferes with the classroom instruction or threatens the health, safety or welfare of the employee, other employees, or other students, the employee shall be authorized to send the student or students to the school's designated location.

Appropriate measures to deal with disruptive behavior, including both temporary and permanent removal from class, will be included in the policy handbook, student handbook, and teacher handbook in each building.

The District will ensure that all buildings have a discipline plan in place by September 15. The site-based plan will include the designation of a location for students to be sent who are compromising the safety of staff or other students, possible responses to student behaviors, structures of communication between teachers and administrators regarding student behaviors, and ways staff could recognize positive student choices. All members in the building will have input in a building discipline plan by June 1 for the following year's plan. The parties recognize that the primary responsibility for student conduct rests with the classroom teacher, but the building plan shall list the kinds of support and how the teacher can access support from others, including building administrators, counselors, and District specialists, and including the steps that will be taken if a student threatens or harasses a teacher. In the exercise of their responsibility, members and building administrators shall observe the provisions of the handbooks in handling disciplinary problems in the classroom and will provide annual notification of the standards and procedures contained therein.

2. Administrative Support

A member who is assigned to teach or supervise a student may ask the building administrator(s) to discuss any disruptive situation involving that student and explain how the situation was handled and any ongoing developments.

If the teacher completes a written behavioral referral to the Principal, the teacher will receive written feedback about the action taken within a reasonable time frame, generally expected to be forty-eight (48) hours.

The District will establish procedures for alerting teacher(s) whose name(s) appears on a targeted list threatening violence or harm to the district employee and when threats of violence or harm are made by a student or others.

The District shall assist the employee desirous of filing complaints with the law enforcement agencies against any individual who physically, verbally, electronically, or telephonically abuses, intimidates, or interferes with a member performing his/her duties for the District.

3. Information Sharing

The District will seek to obtain from juvenile authorities available information concerning students enrolled in District schools who have been adjudicated by the criminal law system, and information about the nature of their offense. School

officials will set up procedures so that this information will be available, in accordance with the law, to members who have a “need to know” as a result of an assignment to teach or supervise the student.

Student 504 Plans, IEPs, disciplinary records and Behavior Plans, including behavioral goals and required behavioral modifications, will be made available to all teachers assigned to teach such students within thirty (30) days of the District having possession of those documents.

The District will attempt to obtain the files for students who transfer into the District schools as soon as possible. Each school will use the District records request form and will establish procedures to share relevant student information with members who are assigned to teach or supervise them.

**B. CLASSROOMS**

Members are immediately responsible for the condition of the classroom and the equipment therein during school hours. Shared classrooms become the responsibility of all members using such rooms. This responsibility extends to those members using rooms and equipment for the teaching of adult education classes.

**C. SAFETY**

1. The District and the Association agree to work together to promote safe working conditions. The District will provide a safe and healthful working environment for all employees by complying with state and federal laws and regulations. Members are to report any potential health or safety problems to the principal/supervisor. If problems of air quality have been reported by staff in a building, the staff will receive copies of any air quality study commissioned by the District within two weeks of the receipt of such information by the District. This provision (Section C1) is grievable only to the Board level and not beyond to ERB or an arbitrator. Further resolution may be sought from state or federal agencies.
2. In accordance with law, a Districtwide safety committee and building safety committees shall meet regularly. Minutes from each committee shall be available to the Association president, who shall appoint a representative of the Association to the Districtwide committee. Any member may have a health or safety concern, including a concern that the number of students in a classroom is presenting a health or safety problem, placed on the agenda of the building safety committee; if the member believes that no adequate response was made, the member may place the concern on the agenda of the District-wide safety committee.
3. Members who are assigned students who are recognized as physically aggressive and/or combative shall have access to appropriate District-approved training and will be provided with protective equipment upon request, as mutually agreed to by the member and administrator.

**D. SUPPLIES**

Elementary principals will budget a minimum of \$75.00 per member in their per pupil allocation in each year of the contract as an amount to be used for teaching supplies. Members will be notified of the amount by the first day of school.

**E. MEDICAL SERVICES TO STUDENTS**

Members will not be required to perform any medical procedures for students except in accordance with the regulations of the Oregon State Board of Nursing (OAR 851-047.020-.0030).

## ARTICLE 18

**MISCELLANEOUS PROVISIONS****A. SEPARABILITY (SAVINGS) CLAUSE**

If any provision of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any such tribunal, the remainder of the Agreement shall not be affected thereby, and upon the request of either the Board or the Association, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.

**B. COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND PROFESSIONAL AGREEMENT**

Any individual contract between the Board and an individual member 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, for its duration, this Agreement shall be controlling.

**C. FUNDING OF AGREEMENT**

The parties recognize that the District is supported by funding from tax sources. The Board and the Association will mutually reopen, upon the request of either party, this Agreement for negotiations over potential reductions in the number of member contract days pursuant to ORS 243.698 if:

The budget adopted for any fiscal year estimates that all resources for that year will be less than 102 percent of the resources actually received or available during the previous fiscal year (as best known as of the end of that previous fiscal year).

Provided negotiations are reopened prior to October 1, the wage rates and fringe benefit contributions in effect for the prior fiscal year shall remain in effect until such time as a successor agreement is ratified by the parties.

**D. CONTRACT PRINTING**

The parties will mutually agree to a printing process and will split the cost. Sufficient copies will be printed to meet member requests, to provide each new member with a copy and for all Association Representatives. The Association will receive 20 additional copies.

**E. STATUS OF AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to each subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity area set forth in full in this Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties and completely and correctly expresses all of the rights and obligations of the parties. All prior agreements are completely superseded and revoked insofar as any such prior agreement, condition,



practice, custom, usage, or obligation is not contained and expressed in this Agreement. The District and the Association for the life of this Agreement, each voluntarily waives the right, and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter which was or might have been raised in bargaining but which is not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both parties.

This agreement shall be effective upon the date of signing by both parties, except that the annual salary and extra-duty pay hereof shall be effective on the day of ratification and shall continue in effect through June 30, 2018, subject to the parties rights to negotiation over a successor Agreement. The Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing, duly executed by both parties.

**F. NEGOTIATION OF SUCCESSOR AGREEMENT**

The parties agree that negotiations for a successor agreement shall begin no later than December 1<sup>st</sup> of the year prior to the expiration of the agreement. Regardless of whether the parties have met, it is expressly agreed that the 150 days of bargaining required by ORS 243.712 shall begin on December 1<sup>st</sup>. The parties agree that there will be a preliminary meeting prior to December 1<sup>st</sup>, and at least one substantive meeting prior to December 15<sup>th</sup>. Nothing in this paragraph shall serve to modify the parties' obligation to bargain in good faith set forth in Oregon law.

ARTICLE 19

**EXTRA-DUTY**

**A. EXTRA-DUTY**

1. In order that equity may be established within the District in connection with extra-duty pay, points have been established for each duty position as indicated. These points are to be multiplied by an appropriate dollar factor to determine the salary for each position.
2. Longevity within the District will be recognized by increasing the minimum salary by two (2) percent for each year's previous service (to a maximum of 20 percent), in the District in the same or a similar position. Head varsity coaches may be granted up to ten (10) years of longevity for head coaching experience outside of the District.

**B. CALCULATIONS**

1. The formula to be used in determining extra-duty pay for a given position shall be as follows:  $\text{Points} \times \text{longevity} \times \text{dollar factor} = \text{salary}$
2. Effective from July 1, 2015, through June 30, 2016, the value of each point shall be \$33.66 (2.5% increase over 2013-15). The value of each point in 2016-17 shall be \$34.50 (2.5% increase over 2015-16). The value of each point in 2017-18 shall be \$35.36 (2.5% increase over 2016-17).
3. Unless otherwise designated, the points as found in Section C and D shall be for the activity listed at one school building.
4. It is understood that the listing of a given extra-duty position as found in Section C and D shall not mean the District is required to fill the position or fund that particular activity. Pay for extra-duty assignments as set forth in this article shall apply only to those positions that are funded by the District.

**C. OTHER EXTRA-DUTY PAY RATES**

**1. ATHLETIC/ACTIVITIES COORDINATORS**

The High School Athletic Coordinators shall be released .6 time. The High School Activities Coordinators shall be released .5 time. The Athletic/Activities Coordinators and principal will work together to schedule how the teaching load is distributed through the year. High School Athletic Coordinators will receive a travel allowance of \$500 per annum for use of personal car.

**2. MENTOR TEACHERS**

Teachers who volunteer and who are selected to participate in the mentor teacher program shall receive \$500 per teacher they are approved to mentor.

D. EXTRA-DUTY POINT SCHEDULE

**Activities Coordinator**

Senior High	60
Middle School	85

**Athletic Coordinator**

Senior High	125
Middle School	55

**Band**

Senior High	150
Senior High Asst.	95
Middle School	60
Stage Band	55

**Baseball - Softball**

Head Varsity	160
Asst. Varsity	105
Junior Varsity	105
Freshman	93

**Basketball - Boys & Girls**

Head Varsity	175
Asst. Varsity	105
J.V.	105
J.V.2	105
Freshman	105

**Choral**

Senior High	120
Middle School	50

**Cross Country - Boys & Girls**

Head Varsity	100
Varsity Assistant	65

**Dance/Drill Team**

Senior High	115
Senior High Asst.	85

**Drama**

Senior High	150
Senior High Asst.	95
Middle School	65

**FFA Advisors**

Senior High	110
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**Flag Team**

Senior High	60
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**Football**

Head Varsity	175
Asst. Varsity	115
J.V. Head	115
J.V. Assistant	110
Freshman Head	110
Freshman Assistant	93

**Speech**

Head	110
Assistant	80

**Golf - Boys & Girls**

90
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**High School Trainer**

Fall	120
Winter	60
Spring	60

**Orchestra**

55
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**Publications**

Senior High Paper	150
TV Coordinator	110
Senior High Annual	80
Middle School	40

**Cheer**

Senior Varsity	80
Junior Varsity	50
Wrestling, High School	35

**Skiing**

98
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**Soccer - Boys and Girls**

Head Varsity	140
Junior Varsity	88
Freshman	70

**Swimming - Districtwide**

Coach	140
Assistant	88

**Tennis - Boys & Girls**

85
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**Track - Boys & Girls**

Head Varsity	160
Asst. Varsity	90

**Volleyball**

Head Varsity	145
J.V.	83
J.V.2	75

**Weight Room**

Weight Room Supervisor	60
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**Wrestling**

Head Varsity	150
Assistant Varsity	103
Freshman	90

**EXTRA-DUTY STIPENDS**

<b>HIGH SCHOOLS</b>		<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>
Department Chair		\$3,344	\$3,427	\$3,513
Resource Coordinator		\$3,344	\$3,427	\$3,513

<b>MIDDLE SCHOOLS</b>		<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>
Team Leader/Department Chair		\$1,672	\$1,714	\$1,756
Resource Coordinator		\$3,344	\$3,427	\$3,513

<b>K-12</b>		<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>
Resource Specialist		\$1,889	\$1,936	\$1,985
Life Skills, SCC, SLC, CTS Teachers		\$3,040	\$3,116	\$3,194
TAG Coordinator		\$1,039	\$1,065	\$1,092
Site Technology Coordinator		\$1,889	\$1,936	\$1,985

**Note: Extra-duty stipends may be shared among more than one member.**

1. SPECIALISTS

a. ELL Case Managers

ELL case managers will receive a stipend determined by the number of ELL students that they are projected to be assigned. Stipends will be paid to the ELL case managers at the following rate:

- 10-35 students - 25% of the Resource Specialist stipend
- 36-60 students - 50% of the Resource Specialist stipend
- 61-85 students - 75% of the Resource Specialist stipend
- 86+ students - 100% of the Resource Specialist stipend

b. Secondary ELL Case Managers/Resource Specialists

Secondary ELL Case Managers and Resource Specialists shall be provided with the equivalent of two (2) days paid time at their per diem rate in addition to their regular work year for the purpose of working with counselors on the development of student schedules prior to the student school year.

c. Section 504 Case Managers

Members who are assigned to manage one to five Section 504 students shall be provided with the equivalent of one (1) day of paid time in addition to their regular work year. Bargaining unit members who are assigned to manage six (6) to fourteen (14) Section 504 students shall be provided with two (2) days of paid time in addition to their regular work year. Bargaining unit members who are assigned to manage fifteen (15) to twenty-five (25) Section 504 students shall be provided with three (3) days of paid time in addition to their regular work year. Bargaining unit members who are assigned to manage twenty-six (26) or more Section 504 students shall be provided with four (4) days of paid time in addition to their regular work year. Paid time shall be at the bargaining unit member's per diem rate.

2. EXTENDED SEASON

a. OSAA Athletics

Starting with the second round of playoffs, varsity coaches shall receive 2 percent of their extra-duty contract per day, not to exceed 10 percent in a seven-day week.

b. OSAA Activities

Starting with the week prior to the championship event, activity advisors shall receive 2 percent of their extra-duty contract per day, not to exceed 10 percent in a seven-day week.

c. Starting with the second round of playoffs, advisors performing at an OSAA athletic contest affected by the extended athletic playoff (marching band, dance, flag, and cheer) shall receive 1 percent of their extra-duty contract per day, not to exceed 5 percent in a seven-day week.

3. RESIGNATION-TERMINATION

Notwithstanding Article 3, Section H, the District may terminate such any extra duty assignment at its discretion by providing thirty (30) days notice to the member. The District will provide the member with the reasons for termination of an extra-duty contract and an opportunity to respond in the case of contract terminations that occur after the commencement of the extra-duty contract.

4. Contract members as defined by ORS 342.815, who elect not to accept or continue an extra-duty assignment as provided for above, shall suffer no reprisal.

5. ADDITIONAL ITEMS:

<u>Hourly</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>
Teaching	\$36.81	\$37.73	\$38.67
Home/Hospital Substitute Period Coverage			
Non-Teaching Extended Contract	\$28.92	\$29.64	\$30.38
 Annual			
Lunch Room Supervision	\$2,365	\$2,424	\$2,484

Reimbursement for member's use of personal car on District business shall be at the IRS rate in effect on July 1<sup>st</sup> of that year.

**E. MIDDLE/ELEMENTARY SCHOOL EXTRA-DUTY**

1. Positions for extra-duty activities shall first be offered to qualified bargaining unit members.

2. Extra-duty positions shall be paid at the following rates:

a. Elementary and Middle School after-school activities/intramural sports shall be paid at the rate of:

<u>2015-16</u>	\$25.36
<u>2016-17</u>	\$25.99
<u>2017-18</u>	\$26.64

In witness thereof, the Association has caused this Agreement to be signed by its chairperson and HEA president, and the Board has caused this Agreement to be signed by its chairperson.

HILLSBORO EDUCATION ASSOCIATION

Maureen Barnhart  
President or Bargaining Chair

June 15, 2016  
Date

HILLSBORO SCHOOL DISTRICT

D. Wayne Chiff  
School Board Chair

June 7, 2016  
Date

HILLSBORO SCHOOL DISTRICT  
 Licensed Salary Schedule  
 2015-16

191 Days

	BA	BA+24*	BA+45*	BA+60*	BA+90*	BA+120*
				MA	MA+24*	MA+45*
STEP	A	B	C	D	E	F
A	\$40,989	\$42,220	\$43,486	\$44,793	\$46,135	\$47,518
B	\$42,628	\$43,909	\$45,225	\$46,584	\$47,981	\$49,419
C	\$44,333	\$45,665	\$47,034	\$48,448	\$49,900	\$51,395
D	\$46,107	\$47,491	\$48,915	\$50,385	\$51,896	\$53,451
E	\$47,951	\$49,391	\$50,872	\$52,401	\$53,972	\$55,589
F	\$49,869	\$51,367	\$52,907	\$54,497	\$56,131	\$57,813
G	\$51,864	\$53,421	\$55,023	\$56,677	\$58,376	\$60,125
H	\$53,938	\$55,558	\$57,224	\$58,944	\$60,711	\$62,530
I	\$56,096	\$57,781	\$59,513	\$61,302	\$63,139	\$65,032
J	\$58,340	\$60,092	\$61,894	\$63,754	\$65,665	\$67,633
K			\$64,369	\$66,304	\$68,291	\$70,338
L			\$66,944	\$68,956	\$71,023	\$73,152
M			\$69,622	\$71,714	\$73,864	\$76,078
N				\$74,583	\$76,819	\$79,121

\*Graduate hours recognized after initial teaching license obtained.

APPENDIX A.2

HILLSBORO SCHOOL DISTRICT  
 Licensed Salary Schedule  
 2016-17

191 Days

	BA	BA+24*	BA+45*	BA+60*	BA+90*	BA+120*
				MA	MA+24*	MA+45*
STEP	I	II	III	IV	V	VI
A	\$42,013	\$43,275	\$44,573	\$45,912	\$47,289	\$48,706
B	\$43,736	\$45,050	\$46,400	\$47,795	\$49,227	\$50,703
C	\$45,529	\$46,897	\$48,303	\$49,754	\$51,246	\$52,782
D	\$47,396	\$48,819	\$50,283	\$51,794	\$53,347	\$54,946
E	\$49,339	\$50,821	\$52,345	\$53,918	\$55,534	\$57,199
F	\$51,362	\$52,905	\$54,491	\$56,128	\$57,811	\$59,544
G	\$53,468	\$55,074	\$56,725	\$58,430	\$60,181	\$61,985
H	\$55,660	\$57,332	\$59,051	\$60,825	\$62,649	\$64,526
I	\$57,942	\$59,682	\$61,472	\$63,319	\$65,217	\$67,172
J	\$60,318	\$62,129	\$63,992	\$65,915	\$67,891	\$69,926
K			\$66,616	\$68,618	\$70,675	\$72,793
L			\$69,347	\$71,431	\$73,572	\$75,777
M			\$72,190	\$74,360	\$76,589	\$78,884
N				\$77,408	\$79,729	\$82,119

\*Graduate hours recognized after initial teaching license obtained.



**APPENDIX A.3**

**HILLSBORO SCHOOL DISTRICT  
Licensed Salary Schedule  
2017-18**

191 days

	<b>BA</b>	<b>BA+24*</b>	<b>BA+45*</b>	<b>BA+60*</b>	<b>BA+90*</b>	<b>BA+120*</b>
				<b>MA</b>	<b>MA+24*</b>	<b>MA+45*</b>
<b>STEP</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>
<b>A</b>	\$43,064	\$44,357	\$45,687	\$47,060	\$48,471	\$49,924
<b>B</b>	\$44,872	\$46,220	\$47,606	\$49,037	\$50,507	\$52,020
<b>C</b>	\$46,757	\$48,161	\$49,605	\$51,096	\$52,628	\$54,205
<b>D</b>	\$48,721	\$50,184	\$51,689	\$53,242	\$54,838	\$56,482
<b>E</b>	\$50,767	\$52,292	\$53,860	\$55,478	\$57,141	\$58,854
<b>F</b>	\$52,899	\$54,488	\$56,122	\$57,808	\$59,541	\$61,326
<b>G</b>	\$55,121	\$56,777	\$58,479	\$60,236	\$62,042	\$63,902
<b>H</b>	\$57,436	\$59,161	\$60,935	\$62,766	\$64,648	\$66,586
<b>I</b>	\$59,849	\$61,646	\$63,494	\$65,403	\$67,363	\$69,382
<b>J</b>	\$62,362	\$64,235	\$66,161	\$68,149	\$70,192	\$72,296
<b>K</b>			\$68,940	\$71,012	\$73,140	\$75,333
<b>L</b>			\$71,835	\$73,994	\$76,212	\$78,497
<b>M</b>			\$74,852	\$77,102	\$79,413	\$81,793
<b>N</b>				\$80,340	\$82,749	\$85,229

**\*Graduate hours recognized after initial teaching license obtained.**

Association Grievance Form

This Grievance Form is to be carried forward until the Grievance is resolved.

Name of Grievant: \_\_\_\_\_ Date Filed: \_\_\_\_\_

Building: \_\_\_\_\_ Assignment: \_\_\_\_\_

Name of Administrator/Immediate Supervisor: \_\_\_\_\_

The above named grievant and the Hillsboro Education Association allege that there has been (circle one):

- A violation, misinterpretation, or erroneous application of a specific provision of the Collective Bargaining Agreement (**a Contract Grievance**).
- Unfair or inequitable treatment as a result of an administrative decision, rule, regulation, or application of District policy (**an Equity Grievance**).

Date of the alleged action (or first knowledge of such action) which caused the grievance: \_\_\_\_\_

Specific Contract Language, Policy, Decision, and/or Rule or Regulation allegedly violated or inequitably applied:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Statement of the Grievance:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Steps taken/Results of previous discussions of the alleged action:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Remedy or action requested:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

Level One (Informal Conference)—Date of Conference: \_\_\_\_\_

In attendance:

Name and Title of Administrator/Immediate Supervisor: \_\_\_\_\_

Grievant: \_\_\_\_\_ Association Rep(s): \_\_\_\_\_

Others in Attendance: \_\_\_\_\_

Disposition of Administrator: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Administrator: \_\_\_\_\_

Grievant satisfied with disposition of Administrator at Level One? Yes \_\_\_ No \_\_\_

If Grievant wishes to appeal, written grievance submitted to Level Two within 5 days of receiving Administrator's informal decision.

Date appeal submitted: \_\_\_\_\_

Signature of Grievant: \_\_\_\_\_

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Level Two (Superintendent or Designee)—Date of Hearing: \_\_\_\_\_

Hearing Officer: \_\_\_\_\_

Association Reps: \_\_\_\_\_

Others in attendance: \_\_\_\_\_

Disposition of Hearing Officer: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Hearing Officer: \_\_\_\_\_

Grievant/Association satisfied with disposition of grievance at Level Two? Yes \_\_\_ No \_\_\_

Signature of Grievant: \_\_\_\_\_

---

### **Level Three—Binding Arbitration**

The Hillsboro Education Association is not satisfied with the disposition of this grievance and is, therefore, submitting this matter to binding arbitration as per the Collective Bargaining Agreement.

Signature of Association Rep: \_\_\_\_\_

Date: \_\_\_\_\_

**Memorandum of Agreement  
between  
Hillsboro Education Association  
and  
Hillsboro School District**

**Hillsboro Online Association - Teachers**

The Hillsboro School District (“District”) and the Hillsboro Education Association (“Association”) hereby enter into the following Memorandum of Agreement for the purpose of setting forth the terms and conditions governing the regular employment of teachers in the District’s Online Academy. Teachers assigned to the Hillsboro Online Academy (“HOA”), excluding Associate Online teachers, shall be covered by all terms and conditions of the Collective Bargaining Agreement between the District and the Association.

For the purposes of Article 4, Section D, “student contact” time shall be defined as that time the teacher is assigned to be on-site.

1. Full time on-line licensed staff will not be assigned to more than an average of 288 minutes on-site per day. This time may be allocated differently by the mutual agreement of the administrator and teacher, so long as there are no more than 1,440 minutes in a five-day week. The purpose of this 288 minute on-site definition is to provide physical and literal means for the member to complete non-student contact related activities as are normally completed during prep and planning time in brick and mortar schools. However in no circumstance can the language of this MOU be construed as to replace or supplant the definition of workday in Article 4, B.1. As is true for teachers in a traditional education environment, while the District may not assign student contact work or duties outside of the 288 minutes, online teachers are expected to perform those necessary responsibilities so as to be prepared for their workday as described in Article 4. .
2. Student contact time will be pro-rated in accordance with FTE.
3. In limiting on-site time as described above, the District will be considered to have provided on-line teachers with the preparation time set forth in Article 4, Section B.
4. The District will develop a process for determining the student/teacher staffing ratio for the online program and will communicate the process to the administration and staff at Hillsboro Online Academy no later than October 1st for the following school year.
5. Online licensed staff cannot be required to be in the building before 8 a.m. or after 8 p.m.

For the District:

 1/12/16  
Date

For the Association:

 Jan. 12, 2016  
Date

**Memorandum of Agreement  
between  
Hillsboro Education Association  
and  
Hillsboro School District**

**Hillsboro Online Academy – Associate Teachers**

This Memorandum of Agreement is hereby entered into by and between the Hillsboro School District (“District”) and the Hillsboro Education Association (“Association”) for the purpose of setting forth the economic terms and conditions for the Associate Online Teacher position in the bargaining unit.

WHEREAS the District will continue operating an Online Academy in 2015-18; and

WHEREAS the Online Academy will be staffed, in part, with individuals working in part-time assignments as described below, although it is not the intent of the District to utilize Associate Online Teachers in artificially high numbers so as to avoid employing 0.5 FTE and above online teachers;

THEREFORE, the District and Association hereby agree to the following terms and conditions for the 2015-18 teacher contract years:

1. An “Associate Online Teacher” shall be defined as an individual employed by the District in a teaching capacity for the Online Academy who is assigned to three (3) or fewer on-line courses as set forth by the NCES Course Code and who is assigned to no more than thirty online (30) students in any one grading period.
2. The stipend amount for the Associate Online Teacher position shall be based upon the rate of \$32.86, which shall be referred to as the Online Associate Teaching Rate. That rate shall be multiplied by the established number of assigned hours per term to arrive at the stipend amount to be paid. The assigned hours shall be as follows:
  - a. Teachers assigned to nine (9) students or less shall be considered to be assigned to 2.35 hours per week, for a total payment of \$1,390 per semester or \$2,780 per year.
  - b. Teachers assigned to ten (10) to sixteen (16) students shall be considered to be assigned to 2.94 hours per week, for a total payment of \$1,739 per semester or \$3,479 per year.
  - c. Teachers assigned to seventeen (17) to twenty-three (23) students shall be considered to be assigned to 3.53 hours per week, for a total payment of \$2,088 per semester or \$4,176 per year.

- d. Teachers assigned to twenty-four (24) to thirty (30) students shall be considered to be assigned to 4.15 hours per week, for a total payment of \$2,455 per semester or \$4,910 per year.
- e. Each amount associated to stipend rates shall be increased by 2.5% per year for the life of this agreement (the 2016-17 and 2017-18 school years).

Student counts for payment purposes shall be determined as of October 1, for the first semester and February 20 for the second semester. The above amounts shall represent the full payment owed to the teacher. Additional paid hours must be approved by a supervisor.

- 3. Associate Online Teachers shall be expected to schedule and maintain office hours. Teachers with fifteen (15) or fewer students shall provide one hour of scheduled office time per week during which they will be available to assist students and/or parents. Teachers with more than fifteen (15) students shall provide two hours of office time per week. The location and scheduling of office hours will be the responsibility of the teacher, in agreement with the Online Academy supervisor.
- 4. Associate Online Academy teachers shall be considered members of the Association's bargaining unit. However, individuals employed as Online Academy teachers who are not otherwise employed by the District in a position that is in the Association shall not be covered by the following portions of the parties' collective bargaining agreement:
  - a. Article 4 – Member Work Year/Work Day; although Associate Online teachers shall be governed by the same school year calendar as is established for the rest of the licensed bargaining unit.
  - b. Article 7 – Educational Improvement and Professional Development
  - c. Article 8 – Leaves (except those provided for by law)
  - d. Article 9 – Vacancies and Transfers; although Section B shall apply.
  - e. Article 10 – Reduction in Force
  - f. Article 12 – Salary; although the provisions for extended contract pay set forth in Section (d)(5) shall apply.
- 5. Associate Online Teachers will be employed on temporary contracts that are either for a semester or for a school year. It is understood that such contracts expire at the end of the stated term, and that there is no right to continued employment beyond the term of the Online Academy Associate contract.

6. While most of the leave provisions of Article 8 shall not apply to Associate Online teachers, absences that impact an associate teacher's duties will be coordinated with the supervisor.
7. Associate Online Teachers who are employed by the District in another capacity shall have their Associate On-line assignment counted toward their insurance eligibility in the following manner:
  - a. Three online courses taught or 30 students served in a given semester shall be considered one course in the regular education setting for purposes of FTE and as such shall count as 0.083 FTE per semester. The proration and ranges for courses taught and students served is to be applied as follows: one course or 0-9 students served shall count as 0.027 FTE per semester; two courses or 10-19 students served shall count as 0.054 FTE per semester; and three courses or 20-30 students served shall count as 0.083 FTE per semester.
  - b. Any FTE accumulated as described above shall be added to the individual's pre-existing District FTE for purposes of calculating his or her District insurance contribution.
  - c. A teacher who is hired at the beginning of the year to teach three courses in each semester shall have the entire 0.167 FTE credited to his or her insurance entitlement effective the beginning of the school year.
  - d. In no instance shall any District employee be entitled to more than the maximum District insurance contribution as set forth in the collective bargaining agreement.
8. Nothing in this Agreement shall be construed as requiring the District to hire individuals employed in other capacities by the District for Associate Online positions.
9. This Memorandum shall be in effect through June 30, 2018, and shall not be binding beyond that time or precedent setting in any way.

For the District:

For the Association:

 2-29-16  
Date

Debbie Ashley, Chief Human Resource Officer

 2-29-16  
Date

Maureen Barnhart, HEA President

MEMORANDUM OF AGREEMENT  
Between  
Hillsboro Education Association  
And  
Hillsboro School District

This Memorandum of Agreement is hereby entered into by the Hillsboro School District ("District") and the Hillsboro Education Association for the purpose of establishing the cellular phone stipend. To that end, the parties agree to the following:

Bargaining Unit members who are identified by the District as requiring mobile contact during their assigned work day or during assigned duties may voluntarily choose to utilize their personal cell phone. Personal cell phone work usage will be reimbursed to offset those costs at the following rates:

Voice services only: \$20.00 per month

Voice, email, web: \$45.00 per month

The District will identify which positions are eligible for the cell phone stipend.

If the District raises this stipend for any other employee group, it will raise the stipend paid to licensed staff similarly.

Personal cellphone records and portions thereof not related to employment with the District remain the property of the member and cannot be turned over to the District for any purpose. By accepting a stipend, the employee agrees to comply with a lawful request from the District to delete any district owned data that resides on an employee owned mobile phone, absent conflicting legal obligations. Members who are identified as eligible for the cell phone stipend but choose not to utilize a personal cell phone, will be provided with an alternative means of contact by the District. This Memorandum of Agreement shall be in effect through the conclusion of the 2015-18 Professional Agreement between the District and the Association, which is currently being negotiated.

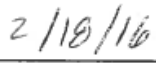
For the District:

  
\_\_\_\_\_  
Debbie Ashley, Chief Human Resources Officer

  
\_\_\_\_\_  
Date

For the Association:

  
\_\_\_\_\_  
Maureen Barnhart, President, HEA

  
\_\_\_\_\_  
Date



**Memorandum of Understanding  
between  
Hillsboro Education Association  
and  
Hillsboro School District**

**STE(A)M Building Coach & Feeder Lead Coach Stipends**

The parties agree that STE(A)M Building Coaches and STE(A)M Feeder Lead Coaches will each receive \$2,000.00 for their respective positions. Job descriptions are in place for each position.

This Memorandum of Understanding shall be in effect through the conclusion of the 2015-18 Professional Agreement between the District and the Association, which is currently being negotiated.

All other provisions of Article 19 are in full force and effect as they relate to these two positions.

For the District:

  
\_\_\_\_\_  
Debbie Ashley, Chief Human Resources Officer

9/22/15  
Date

For the Association:

  
\_\_\_\_\_  
Maureen Barnhart, President, HEA

Sept. 22, 2015  
Date