

Licensed Professional Agreement



**Agreement Between
Hillsboro School District
and
Hillsboro Education Association
July 1, 2018 - June 30, 2021**

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

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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 "unit member" refers to any unit 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 60th 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 unit 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 15th.

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

UNIT MEMBER RIGHTS AND RESPONSIBILITIES

A. PERSONAL LIFE

A unit 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 unit 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 unit 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 unit member's request, accompany the unit 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 unit member's license
 - c. Transcript of academic records as provided by the unit member
 - d. Employment Contracts
 - e. Re-election notices
2. A unit 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 unit member under their supervision. Such files are open to inspection by the unit member upon notice to the administration. A unit 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 unit member's conduct, service, character, or personality will be placed in his or her personnel file unless the unit member has had the opportunity to review the material. The unit 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 unit 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 unit member files shall be confidential. The District shall release documents in a unit member's personnel or employment file only as required by state or federal law or pursuant to a lawful subpoena. Unit 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 unit member who assigned the grade unless:

1. The unit member is not available for consultation. If a grade is changed, the unit 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 unit 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 unit member and review of relevant materials, the grades assigned to a particular class as a whole or to all of that unit member's classes are found to be inconsistent with District grading practice.

E. STUDENT TRANSFERS

The affected unit 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

Unit 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 unit member of the bargaining unit without just cause and due process as provided for in G(2).

Discipline may include:

- a. Written reprimand
- b. Suspension without pay

ARTICLE 3

- c. Placing a recording of a complaint or a complaint in the unit member's personnel file
2. For the purpose of G.1 above, due process shall require the following:
 - a. No unit member shall be required to respond to allegations without prior notification of the nature of the allegation.
 - b. The unit member shall be provided a timely opportunity to meet with the District representatives to discuss the allegations and to respond. If a meeting is held, an Association representative may, at the unit member's option, also attend the meeting.
 - c. If discipline results, the decision shall be communicated in writing. The unit member shall be informed of the discipline being imposed and the reasons for the disciplinary action.
3. This section G shall not apply to the dismissal or non-renewal of any unit member of the bargaining unit who is subject to the requirements set forth in ORS 342.805 - 342.995, (Fair Dismissal Law).
4. No probationary unit member shall be dismissed except for "cause deemed in good faith sufficient by the Board" as provided for in ORS 342.835. The probationary unit member is entitled to a meeting with the Board upon request to discuss the cause of dismissal.

H. COMPLAINT PROCEDURE

1. Before any complaint or any recording of a complaint is placed in a unit member's personnel file and/or used for disciplinary or evaluative purposes, the following procedure must be followed:
 - a. At the discretion of the administrator, the complaining party may be referred back to the bargaining unit member who is the subject of the complaint. The unit member shall be notified of the nature of the concern and be provided reasonable notice before a meeting with the complaining party is scheduled.
 - b. Within 10 unit member working days after the complaint has been presented to a District administrator, the supervisor must discuss the complaint with the unit member. If the complaint has been presented to the administration in writing by the complainant, then the written document shall be provided to the unit member at this initial meeting. An Association representative may, at the unit member's option, also attend this initial meeting.
 - c. Once the investigation has been completed, the unit member shall be provided a timely opportunity to meet with the supervisor and/or other District administrators to discuss the results of the investigation and to respond. If a meeting is held, an Association representative may at the unit member's option also attend the meeting.
 - d. If the complaint is being placed in the personnel file or being relied upon as the factual basis for a written reprimand, or suspension without pay, the provisions of Section G shall be followed.
 - e. The timelines of this section shall not apply to those complaints that are being investigated by law enforcement or another state agency.

ARTICLE 3

I. 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

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 about all unit members for its functioning as exclusive bargaining representative.

B. RELEASE TIME FOR DISTRICT MEETINGS

Whenever any representative of the Association or any unit 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 Association 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, 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 staff lounge and/or 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 Association 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 Association 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. At least 60 minutes during inservice or new staff orientation will be allowed for the Association to communicate its 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 staff meetings or Academic Seminar, and shall normally be limited to five (5) minutes. The Association will normally have ten (10) minutes to address the licensed staff during the fall all-staff kickoff meeting.

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

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

L. LABOR MANAGEMENT MEETINGS

Representatives of the Association will meet with Human Resources bi-monthly, and the Superintendent quarterly, for the purpose of resolving labor management concerns. Both parties will bring their items to the meeting for discussion. In addition, a designee of the Office for School Performance (OSP) team will join Labor Management on a quarterly basis for the purpose of reviewing the Hillsboro School District Strategic Plan and unit member input as they relate to professional development and instruction.

ARTICLE 5

UNIT 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. Unit 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. Unit 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. Unit 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 unit 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 unit 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 1st, 2nd, and 3rd quarters in a semester schedule) for student assessment, and/or teacher workday/preparation purposes. Unit members may perform grading responsibilities on these days away from the worksite, but must be available for consultation by phone.

ARTICLE 5

- b. Elementary unit members shall have one (1) work day for grading at the end of the first semester, plus two (2) additional unit member-directed work days during the school year. These two (2) days shall be scheduled in either half-day or full-day increments. Unit members may perform grading responsibilities on the grading day away from the worksite, but unit members 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. Principal directed Academic Seminars will be no longer than 1 hour in length. Unit 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. Unit members are not required to make presentations for Academic Seminar.
9. The District will designate on the academic seminar calendar the last week of each quarter as free from mandatory meetings. This does not include IEP, other legally-required meetings, or any meetings associated with the evaluation process, nor shall it include any meetings for which a unit member is receiving a stipend.

B. WORK DAY/PREPARATION TIME

1. The normal work day for unit 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 unit member's salary shall be paid. The workday for part-time unit 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.

ARTICLE 5

- b. Secondary unit 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 400 minutes per five-day week during the workday plus a 15 minute uninterrupted break period during the day. 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 400 minutes. If the special extends beyond 30 minutes, additional time may be considered the break period.
 - a. Part-time unit members shall have preparation time on a pro-rata basis. This time will be mutually scheduled by the principal and unit 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. Classroom teachers assigned to split classrooms will receive additional supports which may include additional planning time, extended contract, and additional classified support. Unit members will collaborate with their administrator to identify these supports. The administrator shall make the final determination.
4. The required attendance of unit 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 unit 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 unit members required to return to school for departmental or building meetings outside the unit 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.

ARTICLE 5

5. The District shall determine scheduled beginning and ending times in each building.
6. 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.
7. 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

Unit 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. NOTIFICATION OF ASSIGNMENT

All unit members will be notified of their specific teaching assignment by June 30th 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.

E. EXTENDED HOURS FOR ASSESSMENT AND STANDARDS IMPLEMENTATION

Unit members may, access extended contract hours at the curriculum rate to perform tasks such as student assessments, collaboration and integration of new standards and curriculum. Elementary unit members may access up to eight (8) hours. Secondary unit members may access up to eight (8) hours assuming a Finals Week schedule is utilized.

In the absence of such a schedule secondary unit members shall continue to be eligible for up to twelve (12) hours. Unit members will access these hours by completing the designated District form prior to the work being completed and before the end of the school year.

ARTICLE 6

UNIT MEMBER WORKLOAD

A. CLASS SIZE/CASELOAD

1. The District and the Association agree that students are better served when class sizes and caseloads do not reach the point that makes learning more difficult. The parties agree that the District has an obligation to budget so that students 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.
2. The District Superintendent or designee will meet with the Association president by September 30 and again shortly after the start of second semester to review class sizes and caseloads, with special attention to the needs of buildings with a disproportionately high number of special or high needs students.
3. Special attention also will be made for special educators in relation to the numbers and severity of their caseloads. When student services licensed staff and counselor caseloads are being determined, the District will consider the number of students and the severity of each student's needs to ensure that student needs can be met. 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.

B. 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 unit member additional compensation on a pro-rata basis.

C. 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.

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.

D. STUDENT SERVICES LICENSED STAFF SUPPORT

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 unit member can request more days. Requests for the days will be made to the immediate supervisor.

E. ELEMENTARY PE, MUSIC AND ART SPECIALISTS

Beginning with the 2019-20 school year, the schedule at elementary schools shall reflect no more than three consecutive sections for any specialist without a break of at least five minutes between sections, except with the mutual agreement of the specialists and administrator.

F. CLASSROOM TEACHER SUPPORT

Upon request, classroom teachers may receive assistance for the scheduling of Individual Education Plan (IEP) meetings in an effort reduce situations in which a higher than usual number of such meetings occur during the same month. When student needs necessitate the scheduling of more than four (4) IEP meetings in a month, such impacted teachers may request assistance from their building administrator, including extended contract or release time. The granting of such requests shall be at the discretion of the District.

G. DUAL LANGUAGE PROGRAM TEACHERS

If a building administrator deems it necessary for classroom teachers in a side-by-side Dual Language Program to meet with both groups of students' parents, double the amount of regular prep time for conference planning set forth in Article 4 will be provided via extended contract or sub release. Additionally, self-contained Dual Language teachers who perform District required reading assessments in two languages will receive four (4) hours of support per semester.

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.

ARTICLE 7

SAFETY AND STUDENT DISCIPLINE

A. STUDENT DISCIPLINE

1. Procedures for Disruptive Student Behavior

Disruptive student behavior will not be allowed to hinder the progress of the class. When a student's behavior interferes with the classroom instruction to the detriment of other students the unit member shall send the student or students to the building's designated location. The unit member shall communicate with the office regarding the incident, and all involved will follow the steps in the building discipline plan. The administrator or designee will communicate with the unit member prior to the student returning to class. Beginning in 2019-20, the building discipline plan will detail how elementary students are returned into the classroom.

2. Procedures for Physical or Threatening Student Behavior

When a student's behavior threatens the safety of staff or students, and/or demonstrates behavior that is seriously disrupting the instructional program by engaging in physical aggression and/or threatening behavior toward a unit member or other students, the unit member shall send the student to the building's designated location pursuant to the protocols as described by the building's discipline plan. Before being readmitted to class, the student shall have clearly identified behavior expectations, which shall be communicated to the unit member. If deemed necessary, a conference may be held with the unit member, the student's parent(s)/guardian(s) and the administrator. As soon as possible, but typically by the end of the school day, a unit member referring a student for disciplinary reasons shall submit a referral.

Building administration or a designee will be physically present, if requested, to offer support any time an incident is reported involving physical or threatening student behavior.

3. Building Discipline Policies

Appropriate measures to deal with disruptive behavior, including both temporary and permanent removal from class, will be included in the District policy handbook, the building discipline plan, and the student handbook in each building. In the exercise of their responsibility, unit members and building administrators shall observe the provisions of the above listed resources in handling disciplinary problems in the classroom and the District will provide annual notification of the standards and procedures contained therein.

The District will ensure that all buildings have a discipline plan in place. By June 1, all unit members in the building will have input into the building discipline plan, with an opportunity to suggest revisions for the following year. All unit members will be invited to attend the Climate and Culture and/or PBIS Team meeting at which there will be discussion and decision-making about the staff's suggested revisions. This plan will be discussed with all staff during August inservice week each year and will be implemented when students arrive.

The site-based plan will include the following: the designation of a location for students to be sent who are compromising the safety of staff or other students, the possible responses to student behaviors, the structures of communication between teachers and administrators regarding student behaviors, and the ways staff could recognize positive student choices. 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. This plan will also include a coverage protocol when administration is not available.

4. Administrative Support

A unit 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 unit member completes a written behavioral referral to the Principal, the unit member 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 unit member performing his/her duties for the District.

5. 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 unit 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 unit members who are assigned to teach or supervise them.

B. CLASSROOMS

Unit members are immediately responsible for the condition of the classroom and the equipment therein during school hours. Shared classrooms become the responsibility of all

unit members using such rooms. This responsibility extends to those unit 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 including legally required safety trainings. Unit members are to report any potential health or safety problems to the principal/supervisor. If environmental quality problems have been reported by staff in a building, the staff will receive copies of any 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 unit 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 unit member believes that no adequate response was made, the unit member may place the concern on the agenda of the District-wide safety committee.
3. Unit 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 unit member and administrator.

D. SUPPLIES

Elementary principals will budget a minimum of \$100 per unit member in their per pupil allocation in each year of the contract as an amount to be used for teaching supplies. Unit members will be notified of the amount by the first day of school.

E. MEDICAL SERVICES TO STUDENTS

Unit 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 8

UNIT MEMBER ABSENCES

A. SUBSTITUTES

1. SUBSTITUTE LIST

A unit 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. POSTING FOR SUBSTITUTES

All licensed staff positions will be posted for a substitute when there is an absence except those determined by the District to be specialized in nature. Every attempt will be made to fill all posted positions. In the case of specialized positions, individuals holding those positions may make their administrator aware of potential substitutes who they deem to be qualified and capable of filling their position and the administrator shall be authorized to fill the position.

3. LICENSED STAFF SUBSTITUTING

In the event a unit member uses any portion of his or her preparation period to substitute for an absent unit 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 unit member stands in for an absent unit member as a result of a District-approved agreement between the two unit members involved). Counselors shall be compensated at the hourly teaching rate when they are asked to substitute for an absent unit member for a duration of thirty (30) minutes or more.

4. JOB SHARING

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

B. EMERGENCY CLOSURE

1. Whenever student attendance is not required because of d weather or other emergency, unit member attendance shall not be required and no loss of any pay or benefits will result. In event an individual worksite is closed due to emergency conditions, unit members assigned to that work site may be temporarily assigned to an alternate site during their regular work hours in order to serve displaced students.

2. Previously scheduled sick or personal leave days will not be deducted except in the case of a unit member who is on a long-term leave at the time of the emergency closure. Long-term leave is defined as any leave lasting four (4) weeks or more. If a unit member on a long-term leave is asked to return for scheduled make-up days, that time will be restored to the unit member's sick or personal leave bank, or the make-up time will be paid at the unit member's per diem rate.

3. If make-up days are scheduled for students, unit members will work these days without additional pay so long as the total days do not exceed the number stipulated in this agreement. Time missed due to emergency closure may be made up in a manner other than make-up days with the mutual agreement of the District and Association.
4. When school openings are delayed, the expectation for unit members to begin their workday will be delayed an equivalent amount of time.

ARTICLE 9

UNIT MEMBER EVALUATION

A. EVALUATION

1. Written evaluations shall be provided all unit members within the District. The purpose of unit member evaluation is twofold:
 - a. To provide professional assistance to unit 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 unit members shall be formally evaluated at least twice during the school year, with the first evaluation to be completed after October 1st and the second after January 1st. The District will notify the Association of any probationary unit member receiving an unsatisfactory rating on their evaluation.
3. Contract unit members shall be evaluated formally at least every two (2) years, normally prior to June 15th of the evaluation year or on another schedule if agreed upon by the District and Association.
4. Dates and times of all formal observations shall be mutually agreed upon by the unit member and administrator.
5. No program of assistance will be implemented based solely upon state standardized student test scores or other measurements of student learning.
6. No employee will be put on a Program of Assistance for Improvement for deficiencies that are exhibited solely in an area for which the unit 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.
7. 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.
8. An individual's yearly professional development and student growth goals shall originate with the educator and will be developed in collaboration with the immediate supervisor.
9. When a unit member disagrees with the contents of the final evaluation s/he may write a rebuttal and it shall be attached to the evaluation document.
10. Evaluators shall share observation notes (formal and/or informal) with the unit member within a reasonable period of time, generally considered to be five (5) work days.

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 unit members.

C. PLANS OF ASSISTANCE

The District shall establish guidelines for plans of assistance to be included in the evaluation handbook. The unit 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 unit member. In the event the unit 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 unit member placed on a program of assistance unless the unit member objects.

E. COMMITTEE

An evaluation committee consisting of four (4) administrators appointed by the District and four (4) unit members appointed by the Association shall be established as necessary to review existing unit 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. UNIT MEMBER-ADMINISTRATOR CONFERENCE

As a part of the evaluation process, there shall be an administrator-unit member conference if the administrator intends to place in the unit member's file materials which may negatively influence that unit 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 unit member and may award back pay (if any) only upon entry of a finding of harmful error resulting from such violation.

ARTICLE 10

ARTICLE 10

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 unit member will develop annually a plan for professional growth, which may include a program of study or special training experiences. The plan shall be agreed to between the principal and/or designee. The plan should recognize the importance of the unit 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 unit 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 unit 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 unit members, including less than half-time unit members:

1. Unit 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. Unit members, regardless of past years of employment, shall qualify for six (6) quarter hours per year if (a) the unit member has an obligation under a TSPC "conditional" license to take coursework in an area beyond current endorsements, or (b) if the unit 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. Unit members that have been employed for over six (6) years shall receive up to three (3) quarter hours per year.

ARTICLE 10

3. Unit members will be reimbursed at the Portland State University graduate rate or the actual cost of approved courses, whichever is less.

4. The equivalent amount of tuition reimbursement will be available for Nurses, Speech-Language Pathologists and School Psychologists for professional conferences or courses relevant to their area of practice, as approved by the District. Beginning with the 2019-20 school year, unit members who are on Column VI of the salary schedule may elect to use up to \$600 per year for professional conferences or courses relevant to their area of practice, as approved by the District. The cost of the substitute, if one is needed, shall be taken from the \$600 allotment.
5. During any two year cycle, a unit member may use two years' worth of applicable credits beginning at the end of the first school year for that two year cycle. Any unit 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.
6. Whenever the District requires that a unit member attend a conference or training, the District shall pay all costs and it shall not be counted toward the member's available fund provided for in Section E.

F. EQUIVALENCY CREDIT

1. Unit members may request hours of credit toward salary schedule change for experiences that fall outside graduate level courses offered for credit. Such requests shall be directly related to the unit member's current assignment and approved in advance by the Equivalency Credit Committee. Activities which may qualify are: adult education, Spanish language, technology courses applicable to the unit member's assignment, 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 11

LEAVES

A. SICK LEAVE

1. SICK LEAVE USAGE AND ACCRUAL

Unit members who are absent because of personal illness or injury, or for any other reason set forth in the Oregon Sick Time Law, including family illness leave, 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.

For purposes of this section, "family member" shall mean the spouse, domestic partner, parent, parent-in-law, child, grandparent, or grandchild of the unit member, or a person with whom the employee is or was in a relationship of in loco parentis, or a person living permanently in the unit member's household.

- a. All full-time (8 hour per day) unit members shall be granted 80 hours sick leave each year as provided in ORS 332.507. Such sick leave shall be credited to said unit members on the first contract day of the fall semester. In case of unit 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 unit member is on paid status not to exceed 80 hours.

At the first regular payday of each school year, each unit member will be informed in writing of total sick leave available. For each hour of sick leave taken, the unit 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 unit member's account but the unit 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 unit 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 unit member works 15 days or more. A unit 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 unit 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 unit member shall be unlimited, in accordance with ORS 332.507(4).
- e. When a unit member has exhausted his or her sick leave, the Board may, in special cases, grant additional sick leave without loss of salary.
- f. A unit 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. Unit 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 unit member has completed thirty (30) working days in this District (ORS 332.507(4)).
- i. When a unit member retires, the accumulated sick leave shall be credited to the individual's Public Employee Retirement System (PERS/OPSRP) account according to Oregon statutes.
- j. Unit 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 the law. Up to six (6) weeks of such leave may be taken with substitute deduct.
- k. Unit members may access up to eight (8) hours (pro-rated for part-time members) of their accumulated sick leave for any personal reason as set forth in Section D below. Beginning in 2019-20, unit members may access up to sixteen (16) hours (pro-rated for part-time unit members) for such purposes. Sick leave may not be designated as personal leave for the purposes of leave donation, and may not be accumulated as personal leave.

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 unit 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 unit 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. Unit 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 unit member should any liability arise.
- f. The maximum number of days that may be collectively donated by unit 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 unit 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 unit members who will donate their personal leave day. Unit members whose names are not drawn will not donate days. Items "a" and "c" do not apply to unit members not selected to donate days.

C. 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 unit member requesting such leave shall give at least 30 days notice except in extenuating circumstances. The District will provide up to twelve weeks of insurance benefits during such leave.

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 unit member so chooses, the leave shall be unpaid.

D. PERSONAL LEAVE

Unit members shall receive one (1) day per year of paid leave for personal reasons. Personal leave can be accumulated to a maximum of three (3) days, which can be used in one year after being accumulated. No more than three (3) days of personal leave/sick leave for personal reasons may be used consecutively, and no more than four total days of leave for personal reasons may be used in one year. 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, unless the need for such leave is of an urgent or emergent nature.

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 unit member's immediate family. Immediate family is defined as: spouse/domestic partner, children, parents, grandparents, grandchildren, brothers, sisters, in-laws of the unit member, and those in loco parentis to the unit member or spouse or other relatives living permanently in the unit member's household. The unit member may request up to two (2) additional days bereavement leave with regular pay minus the salary of a substitute. Additional bereavement leave is available to unit members in accordance with Oregon law.

Unit members shall be provided one (1) day of leave with pay for bereavement purposes for a family member not included in the definition of "immediate family" as set forth above.

F. EMERGENCY LEAVE

Emergency leave is subject to approval by the Superintendent or designee and is granted to a unit member for personal reasons. Such leave is granted with full pay. The unit 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 unit member has no control, such as leaves for serious crisis in the unit member's immediate family (spouse/domestic partner, child, parent, parent-in-law) where the presence of the unit member is necessary.

G. COURT APPEARANCES

1. JURY DUTY

If a unit member is summoned to serve on a jury, and the unit 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 unit 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 unit member shall retain all moneys collected for mileage and expenses while on jury duty. Upon early release from jury duty, the unit 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

Unit 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 unit member, or (b) in connection with the unit member's performance of his/her duties to the District, except that the unit member must turn over to the District any witness fee received. Paid legal leave shall not be available in any case where the unit member is called as a witness to testify against the District.

H. ASSOCIATION LEAVES

1. ASSOCIATION BUSINESS

a. The District will grant up to fifty (50) days per school year of paid Association leave 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 unit members during the unit 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 unit member, upon application, for the purpose of serving as the President or Vice 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

THIS SECTION SHALL BE HELD IN ABEYANCE FOR THE LIFE OF THE CONTRACT.

At the School Board's discretion, an opportunity for paid sabbatical leave under the terms and conditions stated below may be made available to unit 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 unit 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 unit 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 unit 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 unit 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 unit members appointed by HEA and three unit members designated by the District will be responsible for recommending unit members for sabbatical leave.
4. A unit 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 unit member on sabbatical will receive two-thirds pay for the time in which the leave is taken. Payments will be made monthly.

5. The unit 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 unit member on sabbatical leave shall, for all purposes, be considered a full-time unit member of the staff and shall enjoy all the rights and privileges of a unit 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 unit 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 unit member's first knowledge that the sabbatical may be jeopardized.
8. Not later than the day on which the unit 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 unit 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 unit member and the administration. The unit 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 unit 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 unit 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 unit member's return. Notification of resignation of a unit 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 unit 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 unit 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 unit 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 AND PAID/UNPAID STATUS

- a. 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.
- b. Accumulated paid leave may be used for leaves under this section to the extent provided by law. If paid leave is not available, or if the unit member so chooses, the leave shall be unpaid.

ARTICLE 12

VACANCIES AND TRANSFERS

A. VOLUNTARY TRANSFERS BETWEEN BUILDINGS

Unit members may submit a written transfer request for the following year to the Human Resources Department by March 1. The District shall consider transfer requests and notify unit members by May 1. When an opening occurs after May 1, the District will consider unit members with a pending transfer request prior to filling the position. 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 May 1, the District shall post such vacancies on the District website. Unit members can elect to receive notification of such vacancies as they occur. 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 unit member who had requested a voluntary transfer in accordance with Section A above, or by selecting a current in-building temporary unit 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.

C. IN-BUILDING CHANGES OF ASSIGNMENT

At the elementary level, if grade level changes need to be made within a building, all unit members will be made aware of the possible options and given an opportunity to discuss changes with the principal. Building administration will seek input from unit members as to individual requests for assignments. 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

Any unit 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 unit 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 unit member is to be involuntarily transferred, he or she shall be notified prior to the notification to the general staff.

Any unit member involuntarily transferred to a new grade level, school-wide program or area of endorsement may request professional development to be implemented during the first year of the transfer. This will not count against the unit member's tuition allotment as provided in Article 10.

Any unit 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 between one (1) and two (2) days, depending on the time required to accomplish the move or prepare for the new assignment, at the discretion of the building administrator. Days may be paid or with substitute time at the unit member's discretion.

Any unit 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 unit 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 unit 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 unit 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 unit member has not been transferred and what steps might raise the unit member's chances for transferring in the future.

F. TEAM TEACHING VACANCIES

Whenever a vacancy occurs in a team situation (where two or more unit 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 13

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 unit members are notified. Such notice shall include a listing of unit 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 unit member's total length of continuous service, computed from the unit 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. Unit members who have been laid off may purchase medical, dental, and vision insurance benefits for up to 27 months unless insurance carrier refuses.
4. Unit 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 unit 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 unit member of recall by certified letter at the last address filed with the Human Resources office by the unit member.
3. The assumption will be made that an offer for a position is rejected if:
 - a. The laid-off unit 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 unit 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 unit member is under contract with another Oregon school district and if the other district does not agree to release the unit member from that contract within

ARTICLE 13

a 15-day period after the unit member received an offer of recall, then the Hillsboro District will fill the 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 unit 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 unit 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 unit member who refuses a contract part-time position that is offered will thereafter be considered only as a new hire. A full time unit member may decline a less than full-time position without waiving his/her rights to recall.
5. Laid-off unit members shall indicate their continuing interest in rehire by informing the District of current contact information, including mailing address, phone number and email address. Unit members will also notify the District of contact information changes and any changes in certification.
6. A contract unit member who is recalled shall retain the contract status obtained before the release. A probationary unit 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 unit 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 unit members shall have no rights under this Article.

ARTICLE 14

GRIEVANCE PROCEDURE

A. PURPOSE

The purpose of this procedure is to secure, at the lowest level, solutions to problems which may arise that affect unit 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. If the unit member chooses to represent themselves, the Association will be notified and have the option to attend any related meetings.

C. DEFINITIONS

1. CONTRACT GRIEVANCE:

A "contract grievance" is a contention by a unit 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 unit member that a unit member or group of unit 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 unit 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 unit 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 unit member, of the administration against any party in interest, any representative, any unit member or any other participant in the grievance procedure by reason of such participation.

ARTICLE 15

SALARY

A. SALARY SCHEDULE

The salary schedules for 2018-19, 2019-20, 2020-21. shall be reflected in Appendices A.1 through A.3. The salary schedule shall be increased by 2.0% for 2018-19 and 2.5% for 2019-20. For 2020-21, the schedule shall be increased by 2.5% effective July 1, 2020, and 3.0%, effective March 1, 2021 (annualized at a 2.75% increase from 2019-20).

Unit members who were not eligible for step advancement for 2018-19, and have ten (10) or more years of licensed experience in the District shall receive a one-time payment of five hundred dollars (\$500) included with the March payroll.

Unit members who were not eligible for step advancement for 2019-20, and have ten (10) or more years of licensed experience in the District shall receive a one-time payment of five hundred dollars (\$500) included with the September payroll.

Unit members who were not eligible for step advancement for 2020-21 who submit retirement notice prior to March 1, 2021 shall receive a one-time payment of five hundred dollars (\$500) included in the unit member's final payroll check.

B. PERS PICKUP

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

C. EXTRA DUTY

1. Stipends for single season activities and athletics will be paid during the months in which the sport or activity is recognized. (For example, a football coach will be paid three (3) equal payments during the months of September, October, and November.) If applicable, additional monies earned due to a playoff appearance will be made in an additional 4th payment.
2. Extra Duty positions in Article 19 shall increase by the same percentage as is set forth for the salary schedules in 2018-19, 2019-20 and 2020-21.

D. PAYDAYS

1. Unit members shall be paid on the basis of 12 equal monthly payments.
2. Payday shall be the 20th day of each month. All remaining checks, except one (1), will be given to each unit 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 unit 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.

In instances where an individual reaches the maximum step in Column I or II, horizontal movement on the schedule will include additional steps to reflect the years of experience earned in the District after initial placement. For example, if a unit member is on Column I, Step J and has been there for seven (7) years, when he or she moves to Column III or higher, he or she will be credited with six (6) additional steps to reflect the six (6) years of experience in HSD where no increment movement took place on Column I (subtracting the first year he or she landed on that step).

F. PART-TIME UNIT MEMBERS

For part-time unit members, the percentage of scheduled salary is determined by comparing the number of hours the unit 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 unit 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 unit member, consistent with Section G(1) and Section G(2) above.

H. SALARY ADVANCEMENT

Advancement on the salary schedule will be granted to those unit 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.

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

ARTICLE 16

EMPLOYEE BENEFITS

A. DISTRICT CONTRIBUTION

1. The maximum District contribution toward employee medical, vision and dental insurance for 2018-19 shall be \$1,175 per month for a full-time unit member. The \$25 increase for 2018-19 shall be directed to the insurance pool. Effective the beginning of the 2019-20 insurance year, the maximum District contribution will be \$1,200 per month for a full-time unit member. Effective the beginning of the 2020-21 insurance year, the maximum District contribution will be \$1,250 per month for a full-time unit member.
 - a. The District will provide access to Life Insurance (\$30,000) coverage and an Employee Assistance Plan.
 - b. The District will pay employee Long Term Disability Insurance.
 - c. The District will provide a Section 125 Plan for unit 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 OEBC 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. The Preferred District Medical Plan(s) shall be supplemented by a Group Health Reimbursement Arrangement (HRA). Unit members that enroll in the preferred District medical plan shall also be eligible to participate in the District sponsored group HRA.
 - b. No reimbursements described in Article 16(A)(2)(d) will be available for qualifying expense reimbursement until the unit member or spouse and/or dependents have satisfied their portion of the Preferred Plan deductible.
 - c. Group HRA reimbursements are available only for qualifying expenses that are described in the offered plan(s) certificate(s) 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 unit member is enrolled in the plan.
 - d. For the 2018-19 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 16(4).
 - e. 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.
 - f. 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.
 - g. Either party may elect to discontinue the program described in Article 16(A)(2) at the end of any plan year.

3. PART TIME UNIT MEMBER COVERAGE

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

4. INSURANCE COMMITTEE

An Insurance Committee consisting of three unit 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 16(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 unit members.

6. AUTOMATIC PAYROLL DEDUCTIONS

The District shall make provisions for mutually agreeable automatic payroll deductions (or reductions) for unit members. Available deductions (or reductions) shall be described in Article 15.

B. TERMINATION OF BENEFITS

1. If a unit 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 unit 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 unit 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 unit 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 employees 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 the September payroll cutoff date.

2. All full-time unit 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 unit 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 unit member who opts out of District coverage. For example, if a 0.50 FTE unit 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 unit 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 unit 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 unit 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 17

DUES AND PAYROLL DEDUCTIONS

- A. Prior to the first payroll cutoff date, the Association shall notify the District of those bargaining unit members who are members of the Association and who have authorized payroll deductions for membership dues, assessments and related contributions to the United Teaching Profession (HEA, OEA, NEA). Furthermore, the Association shall notify the District of those bargaining unit members who join the Association and who have authorized payroll deductions for membership dues after the first payroll.
- B. The Association shall provide a formal letter from the OEA Membership Department that confirms that OEA possesses sufficient documentation of dues deduction authorization for those members. Upon request by the District, the Association shall make documented proof of dues deduction authorization available for review.
- C. Pursuant to such authorization, each year the District shall deduct the total authorized HEA dues in two equal payments during the months of September and October, and shall deduct the total authorized annual OEA and NEA dues equally from the remaining ten paychecks. For those members who join after the first payroll, the dues as described above will be deducted in a prorated manner per HEA and OEA/NEA bylaws.
- D. The District agrees to transmit the dues deducted as indicated above to the appropriate Association office.
- E. The District agrees to the continuation of all payroll deductions authorized previously unless revoked in writing. Revocation of this authorization is through written notice to the OEA within the month of September.
- F. The District agrees to inform the Association of all current licensed staff by August 15 and all newly hired licensed staff on an ongoing basis, at least monthly.
- G. Upon receipt of written authorization directed to the payroll office from an employee, the District agrees to deduct from the employee's wages and remit payments within ten (10) calendar days or next benefit period, whichever comes first, for the following programs:
 - 1. Medical insurance in excess of the allowance under the District sponsored program;
 - 2. Dental, Vision or any other district offered auxiliary insurance in excess of the allowance under the District sponsored program;
 - 3. Tax sheltered annuities, as authorized by the Internal Revenue Service and as referenced in Article 16, A.5;
 - 4. OnPoint Community Credit Union;
 - 5. Hillsboro Schools Foundation;
 - 6. OEA Foundation;
 - 7. OEA-PAC, the NEA Fund for Children and Public Education;

ARTICLE 17

8. NEA Member Benefits or other benefits-related vendor deductions may be available for payroll deduction if the vendors meet a minimum requirement of ten (10) active contributors as documented by employee payroll deduction forms.
- H. The Association agrees to indemnify, defend, and hold the District harmless from all claims, orders, or judgments against the District concerning the dues deductions and procedures outlined in this Article. The Association's obligation does not extend to criminal allegations or any Unfair Labor Practice filed by the Association against the District. In the event the District invokes this paragraph, the Association will provide an attorney to defend against the claim. In the event the District wishes to use its own attorney, the District will pay the fees and costs of said attorney.
- I. If the precedent which makes Fair Share fees illegal is overturned or if the state laws allow for some form of Agency Fee, the parties agree to re-open this Article to negotiate the re-introduction of Fair Share to the degree allowable by law.

ARTICLE 18

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 unit members during the term of this contract.

ARTICLE 19

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 unit 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 unit 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 unit member requests, to provide each new unit 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

Written notice shall be provided by either party of intent to re-open negotiations by January 15 of the year prior to the expiration of the Agreement.

ARTICLE 20

EXTRA-DUTY

A. EXTRA-DUTY

1. The rates of pay for the various extra-duty positions in the District shall be set forth in the extra-duty schedules found in Appendix B.
2. 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.

B. OTHER EXTRA-DUTY PAY RATES

1. ATHLETIC/ACTIVITIES COORDINATORS

The High School Athletic Coordinators shall be released .6 time from regular teaching duties. The High School Activities Coordinators shall be released .5 time from regular teaching duties. 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.

C. EXTRA-DUTY STIPENDS

HIGH SCHOOLS	2018-19	2019-20	2020-21
Department Chair	\$3,583	\$3,673	\$3,774
Resource Coordinator	\$3,583	\$3,673	\$3,774
Lunchroom Supervision	\$2,534	\$2,597	\$2,668

MIDDLE SCHOOLS	2018-19	2019-20	2020-21
Team Leader/Department Chair	\$1,791	\$1,836	\$1,886
Resource Coordinator	\$3,583	\$3,673	\$3,774
Lunchroom Supervision	\$2,534	\$2,597	\$2,668

K-12	2018-19	2019-20	2020-21
Resource Specialist Speech-Language Pathologist	\$2,025 Stipend begins in 19-20	\$2,076	\$2,133
Life Skills, SCC, SLC, CTS Teachers	\$3,258	\$3,339	\$3,431
School Psychologist	Stipend begins in 19-20	\$3,673	\$3,774
TAG Coordinator	\$1,114	\$1,142	\$1,173
Site Technology Coordinator	\$2,025	\$2,076	\$2,133

Note: Extra-duty stipends may be shared among more than one unit 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:

5 - 9 students -	10% of the Resource Specialist stipend
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 - 124 students -	100% of the Resource Specialist stipend
125 + students -	125% 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

Section 504 Case Managers will receive paid time at the employee's per diem rate determined by the number of Section 504 students that they are assigned to case manage. Paid time will be provided to the Section 504 Case Managers at the following rates:

1 - 5 students -	One (1) day of paid time in addition to their regular work year
6 - 14 students -	Two (2) days of paid time in addition to their regular work year
15 - 25 students -	Three (3) days of paid time in addition to their regular work year
26 - 30 students -	Four (4) days of paid time in addition to their regular work year
31 + students -	Five (5) days of paid time in addition to their regular work year

d. Bilingual Dual Language Program (DLP) Teachers

Beginning in the 2019-20 school year bilingual DLP teachers will receive an annual stipend of \$2,070 in recognition of time spent performing Spanish curriculum translation and development.

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. 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 2 percent of their extra-duty contract per day, not to exceed 10 percent in a seven-day week.

c. 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.

3. RESIGNATION-TERMINATION

All extra-duty contract shall be one-year contracts, which may be renewed at the mutual agreement of the District and the employee. Notwithstanding Article 3, Section H, the District may terminate any extra duty assignment at its discretion by providing thirty (30) days notice to the unit member. The District will provide the unit 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. Unit members who elect not to accept or continue an extra-duty assignment as provided for above, shall suffer no reprisal, unless the extra-duty assignment is a natural extension of their teaching assignment.

5. ADDITIONAL ITEMS:

a. Hourly Extended Contract	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>
Teaching	\$39.44	\$40.43	\$41.54
Substitute Period Coverage			
Non-Teaching	\$30.99	\$31.76	\$32.63

b. Reimbursement for unit member's use of personal car on District business shall be at the IRS rate in effect on July 1st 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>2018-19</u>	\$27.17
<u>2019-20</u>	\$27.85
<u>2020-21</u>	\$28.62

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

HILLSBORO SCHOOL DISTRICT

Jill B. Galay
President or Bargaining Chair

Lin Allen
School Board Chair (or designee)

April 3, 2019
Date

March 21, 2019
Date

HILLSBORO SCHOOL DISTRICT
 Licensed Salary Schedule
 2018-19

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	\$43,925	\$45,244	\$46,601	\$48,001	\$49,440	\$50,922
B	\$45,769	\$47,144	\$48,558	\$50,018	\$51,517	\$53,060
C	\$47,692	\$49,124	\$50,597	\$52,118	\$53,681	\$55,289
D	\$49,695	\$51,188	\$52,723	\$54,307	\$55,935	\$57,612
E	\$51,782	\$53,338	\$54,937	\$56,588	\$58,284	\$60,031
F	\$53,957	\$55,578	\$57,244	\$58,964	\$60,732	\$62,553
G	\$56,223	\$57,913	\$59,649	\$61,441	\$63,283	\$65,180
H	\$58,585	\$60,344	\$62,154	\$64,021	\$65,941	\$67,918
I	\$61,046	\$62,879	\$64,764	\$66,711	\$68,710	\$70,770
J	\$63,609	\$65,520	\$67,484	\$69,512	\$71,596	\$73,742
K			\$70,319	\$72,432	\$74,603	\$76,840
L			\$73,272	\$75,474	\$77,736	\$80,067
M			\$76,349	\$78,644	\$81,001	\$83,429
N				\$81,947	\$84,404	\$86,934

*Graduate hours recognized after initial teaching license obtained.

HILLSBORO SCHOOL DISTRICT
 Licensed Salary Schedule
 2019-20

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	\$45,023	\$46,375	\$47,766	\$49,201	\$50,676	\$52,196
B	\$46,914	\$48,323	\$49,772	\$51,268	\$52,805	\$54,387
C	\$48,884	\$50,352	\$51,862	\$53,421	\$55,023	\$56,671
D	\$50,938	\$52,467	\$54,041	\$55,665	\$57,333	\$59,052
E	\$53,077	\$54,671	\$56,311	\$58,002	\$59,741	\$61,532
F	\$55,306	\$56,967	\$58,676	\$60,438	\$62,250	\$64,116
G	\$57,629	\$59,360	\$61,140	\$62,977	\$64,865	\$66,810
H	\$60,049	\$61,853	\$63,708	\$65,622	\$67,589	\$69,616
I	\$62,572	\$64,451	\$66,383	\$68,379	\$70,428	\$72,539
J	\$65,199	\$67,158	\$69,171	\$71,250	\$73,386	\$75,585
K			\$72,077	\$74,243	\$76,468	\$78,761
L			\$75,103	\$77,361	\$79,680	\$82,069
M			\$78,258	\$80,610	\$83,026	\$85,515
N				\$83,995	\$86,514	\$89,107

*Graduate hours recognized after initial teaching license obtained.

HILLSBORO SCHOOL DISTRICT
 (Actual payment reflecting 2.5% and 3.0% increases annualized at a 2.75%
 Increase from 2019-20)
Licensed Salary Schedule
 2020-21

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	\$46,262	\$47,651	\$49,079	\$50,554	\$52,070	\$53,631
B	\$48,204	\$49,652	\$51,141	\$52,678	\$54,257	\$55,883
C	\$50,229	\$51,737	\$53,288	\$54,890	\$56,536	\$58,230
D	\$52,339	\$53,910	\$55,527	\$57,195	\$58,910	\$60,676
E	\$54,537	\$56,175	\$57,859	\$59,597	\$61,384	\$63,224
F	\$56,827	\$58,534	\$60,289	\$62,100	\$63,962	\$65,880
G	\$59,214	\$60,993	\$62,821	\$64,709	\$66,649	\$68,647
H	\$61,701	\$63,554	\$65,459	\$67,426	\$69,448	\$71,530
I	\$64,293	\$66,223	\$68,209	\$70,259	\$72,365	\$74,534
J	\$66,992	\$69,005	\$71,074	\$73,209	\$75,404	\$77,664
K			\$74,059	\$76,285	\$78,571	\$80,927
L			\$77,169	\$79,488	\$81,871	\$84,326
M			\$80,410	\$82,827	\$85,310	\$87,866
N				\$86,305	\$88,893	\$91,557

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

HILLSBORO SCHOOL DISTRICT
(Salary schedule reflecting 3.0% increase to be implemented July 1, 2021)
Licensed Salary Schedule
2020-21

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	\$46,374	\$47,767	\$49,199	\$50,677	\$52,197	\$53,761
B	\$48,321	\$49,773	\$51,265	\$52,806	\$54,389	\$56,019
C	\$50,351	\$51,863	\$53,418	\$55,023	\$56,673	\$58,371
D	\$52,466	\$54,041	\$55,662	\$57,334	\$59,053	\$60,823
E	\$54,669	\$56,311	\$58,000	\$59,742	\$61,533	\$63,378
F	\$56,965	\$58,676	\$60,436	\$62,251	\$64,118	\$66,040
G	\$59,358	\$61,141	\$62,974	\$64,866	\$66,811	\$68,814
H	\$61,851	\$63,708	\$65,619	\$67,591	\$69,617	\$71,704
I	\$64,449	\$66,384	\$68,374	\$70,430	\$72,541	\$74,715
J	\$67,155	\$69,172	\$71,246	\$73,387	\$75,587	\$77,853
K			\$74,239	\$76,470	\$78,762	\$81,123
L			\$77,357	\$79,682	\$82,070	\$84,531
M			\$80,605	\$83,028	\$85,517	\$88,080
N				\$86,515	\$89,110	\$91,780

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

APPENDIX B.1

	EXTRA-DUTY CONTRACT SCHEDULE 2018-2019										
	Years of Experience										
Position	0	1	2	3	4	5	6	7	8	9	10
Basketball-Head Varsity Football-Head Varsity	\$6,312	\$6,438	\$6,565	\$6,690	\$6,817	\$6,943	\$7,070	\$7,195	\$7,322	\$7,448	\$7,575
Baseball/Softball-Head Varsity Track-Head Varsity	\$5,771	\$5,886	\$6,002	\$6,117	\$6,232	\$6,347	\$6,464	\$6,579	\$6,694	\$6,810	\$6,925
Band-High School Dance/Drill Team-High School Drama-High School Volleyball-Head Varsity Wrestling-Head Varsity	\$5,410	\$5,518	\$5,626	\$5,734	\$5,843	\$5,951	\$6,059	\$6,168	\$6,276	\$6,384	\$6,492
Soccer-Head Varsity Swimming-Coach	\$5,049	\$5,150	\$5,251	\$5,352	\$5,453	\$5,554	\$5,655	\$5,756	\$5,857	\$5,958	\$6,059
Athletic Coordinator-High School	\$4,508	\$4,598	\$4,689	\$4,779	\$4,869	\$4,959	\$5,049	\$5,140	\$5,230	\$5,320	\$5,410
Choral-High School	\$4,328	\$4,415	\$4,501	\$4,588	\$4,675	\$4,761	\$4,847	\$4,934	\$5,020	\$5,107	\$5,194
Football-Asst. Varsity/JV Head	\$4,147	\$4,231	\$4,314	\$4,396	\$4,480	\$4,562	\$4,645	\$4,729	\$4,811	\$4,894	\$4,978
FFA Advisor Speech-Head Football-JV Asst/Fresh Head	\$3,968	\$4,046	\$4,126	\$4,205	\$4,285	\$4,365	\$4,443	\$4,523	\$4,602	\$4,682	\$4,761
Baseball/Softball-Asst. Varsity Baseball/Softball-Jr. Varsity Basketball-Asst Vars/JV/JV2/Fr	\$3,787	\$3,863	\$3,938	\$4,015	\$4,090	\$4,166	\$4,241	\$4,318	\$4,393	\$4,469	\$4,544
Wrestling-Asst Varsity Volleyball-JV Dance/Drill-High School Asst	\$3,715	\$3,789	\$3,864	\$3,938	\$4,012	\$4,086	\$4,161	\$4,235	\$4,310	\$4,384	\$4,457
Cross Country-Head Varsity Skiing	\$3,607	\$3,679	\$3,751	\$3,823	\$3,895	\$3,968	\$4,039	\$4,112	\$4,184	\$4,255	\$4,328
Drama-Senior High Asst Band-High School Asst	\$3,426	\$3,495	\$3,564	\$3,632	\$3,701	\$3,769	\$3,837	\$3,906	\$3,975	\$4,043	\$4,112
Baseball/Softball-Freshman Football-Fresh Asst	\$3,354	\$3,421	\$3,488	\$3,556	\$3,623	\$3,689	\$3,757	\$3,824	\$3,891	\$3,958	\$4,025
Cheer-Head Varsity Golf Track-Asst Varsity Wrestling-Freshman	\$3,246	\$3,311	\$3,376	\$3,440	\$3,506	\$3,571	\$3,635	\$3,701	\$3,766	\$3,830	\$3,895
Swimming-Asst Soccer-JV	\$3,174	\$3,237	\$3,301	\$3,364	\$3,428	\$3,491	\$3,555	\$3,618	\$3,682	\$3,745	\$3,809
Activities Coord-Middle School Tennis	\$3,066	\$3,127	\$3,189	\$3,250	\$3,311	\$3,372	\$3,433	\$3,495	\$3,556	\$3,618	\$3,679
Volleyball-JV2	\$2,994	\$3,054	\$3,113	\$3,173	\$3,233	\$3,293	\$3,353	\$3,413	\$3,472	\$3,532	\$3,592
Speech-Asst Publications-High School Annual	\$2,886	\$2,943	\$3,001	\$3,059	\$3,116	\$3,174	\$3,231	\$3,290	\$3,347	\$3,405	\$3,463
Cheer-JV Soccer-Freshman	\$2,705	\$2,759	\$2,813	\$2,867	\$2,921	\$2,975	\$3,029	\$3,083	\$3,138	\$3,192	\$3,246
Cross Country-Varsity Asst Drama-Middle School	\$2,525	\$2,576	\$2,625	\$2,676	\$2,726	\$2,777	\$2,827	\$2,878	\$2,928	\$2,979	\$3,029
Cross Country-Varsity Asst Drama-Middle School	\$2,344	\$2,391	\$2,438	\$2,485	\$2,532	\$2,579	\$2,625	\$2,672	\$2,719	\$2,766	\$2,813
Activities Coord-High School	\$2,164	\$2,207	\$2,250	\$2,294	\$2,337	\$2,381	\$2,424	\$2,467	\$2,510	\$2,553	\$2,597
Band-Middle School Flag Team-High School Weight Room Supervisor	\$1,984	\$2,024	\$2,063	\$2,102	\$2,142	\$2,182	\$2,222	\$2,261	\$2,301	\$2,341	\$2,381
Stage Band Orchestra	\$1,803	\$1,839	\$1,876	\$1,911	\$1,947	\$1,984	\$2,020	\$2,056	\$2,092	\$2,128	\$2,164
Choral-Middle School	\$1,623	\$1,655	\$1,688	\$1,721	\$1,752	\$1,785	\$1,818	\$1,850	\$1,883	\$1,916	\$1,947
Publications-Middle School	\$1,442	\$1,472	\$1,500	\$1,529	\$1,559	\$1,587	\$1,616	\$1,644	\$1,674	\$1,702	\$1,731
Cheer-High School Wrestling	\$1,263	\$1,287	\$1,313	\$1,338	\$1,364	\$1,388	\$1,414	\$1,439	\$1,465	\$1,489	\$1,515

	EXTRA-DUTY CONTRACT SCHEDULE 2019-2020										
	Years of Experience										
Position	0	1	2	3	4	5	6	7	8	9	10
Athletic Coordinator-High School	\$9,242	\$9,426	\$9,612	\$9,796	\$9,982	\$10,166	\$10,350	\$10,538	\$10,722	\$10,906	\$11,090
Basketball-Head Varsity Football-Head Varsity	\$6,470	\$6,599	\$6,729	\$6,857	\$6,987	\$7,117	\$7,247	\$7,375	\$7,505	\$7,634	\$7,764
Baseball/Softball-Head Varsity Track-Head Varsity	\$5,915	\$6,033	\$6,152	\$6,270	\$6,388	\$6,506	\$6,626	\$6,743	\$6,861	\$6,980	\$7,098
Band-High School Dance/Drill Team-High School Drama-High School Volleyball-Head Varsity Wrestling-Head Varsity	\$5,545	\$5,656	\$5,767	\$5,877	\$5,989	\$6,100	\$6,210	\$6,322	\$6,433	\$6,544	\$6,654
Soccer-Head Varsity Swimming-Coach	\$5,175	\$5,279	\$5,382	\$5,486	\$5,589	\$5,693	\$5,796	\$5,900	\$6,003	\$6,107	\$6,210
Choral-High School	\$4,436	\$4,525	\$4,614	\$4,703	\$4,792	\$4,880	\$4,968	\$5,057	\$5,146	\$5,235	\$5,324
Football-Asst. Varsity/JV Head	\$4,251	\$4,337	\$4,422	\$4,506	\$4,592	\$4,676	\$4,761	\$4,847	\$4,931	\$5,016	\$5,102
FFA Advisor Speech-Head Football-JV Asst/Fresh Head	\$4,067	\$4,147	\$4,229	\$4,310	\$4,392	\$4,474	\$4,554	\$4,636	\$4,717	\$4,799	\$4,880
Baseball/Softball-Asst. Varsity Baseball/Softball-Jr. Varsity Basketball-Asst Vars/JV/JV2/Fr	\$3,882	\$3,960	\$4,036	\$4,115	\$4,192	\$4,270	\$4,347	\$4,426	\$4,503	\$4,581	\$4,658
Wrestling-Asst Varsity Volleyball-JV Dance/Drill-High School Asst	\$3,808	\$3,884	\$3,961	\$4,036	\$4,112	\$4,188	\$4,265	\$4,341	\$4,418	\$4,494	\$4,568
Cross Country-Head Varsity	\$3,697	\$3,771	\$3,845	\$3,919	\$3,992	\$4,067	\$4,140	\$4,215	\$4,289	\$4,361	\$4,436
Skiing	\$3,622	\$3,696	\$3,768	\$3,840	\$3,913	\$3,985	\$4,058	\$4,130	\$4,203	\$4,275	\$4,347
Drama-Senior High Asst Band-High School Asst	\$3,512	\$3,582	\$3,653	\$3,723	\$3,794	\$3,863	\$3,933	\$4,004	\$4,074	\$4,144	\$4,215
Baseball/Softball-Freshman Football-Fresh Asst	\$3,438	\$3,507	\$3,575	\$3,645	\$3,714	\$3,781	\$3,851	\$3,920	\$3,988	\$4,057	\$4,126
Cheer-Head Varsity Golf Track-Asst Varsity Wrestling-Freshman	\$3,327	\$3,394	\$3,460	\$3,526	\$3,594	\$3,660	\$3,726	\$3,794	\$3,860	\$3,926	\$3,992
Swimming-Asst Soccer-JV	\$3,253	\$3,318	\$3,384	\$3,448	\$3,514	\$3,578	\$3,644	\$3,708	\$3,774	\$3,839	\$3,904
Activities Coord-Middle School Tennis	\$3,143	\$3,205	\$3,269	\$3,331	\$3,394	\$3,456	\$3,519	\$3,582	\$3,645	\$3,708	\$3,771
Volleyball-JV2	\$3,069	\$3,130	\$3,191	\$3,252	\$3,314	\$3,375	\$3,437	\$3,498	\$3,559	\$3,620	\$3,682
Speech-Asst Publications-High School Annual	\$2,958	\$3,017	\$3,076	\$3,135	\$3,194	\$3,253	\$3,312	\$3,372	\$3,431	\$3,490	\$3,550
Cheer-JV	\$2,773	\$2,828	\$2,883	\$2,939	\$2,994	\$3,049	\$3,105	\$3,160	\$3,216	\$3,272	\$3,327
Soccer-Freshman	\$2,588	\$2,640	\$2,691	\$2,743	\$2,794	\$2,846	\$2,898	\$2,950	\$3,001	\$3,053	\$3,105
Cross Country-Varsity Asst Drama-Middle School	\$2,403	\$2,451	\$2,499	\$2,547	\$2,595	\$2,643	\$2,691	\$2,739	\$2,787	\$2,835	\$2,883
Activities Coord-High School	\$2,218	\$2,262	\$2,306	\$2,351	\$2,395	\$2,441	\$2,485	\$2,529	\$2,573	\$2,617	\$2,662
Band-Middle School Flag Team-High School Weight Room Supervisor	\$2,034	\$2,075	\$2,115	\$2,155	\$2,196	\$2,237	\$2,278	\$2,318	\$2,359	\$2,400	\$2,441
Stage Band Orchestra	\$1,848	\$1,885	\$1,923	\$1,959	\$1,996	\$2,034	\$2,071	\$2,107	\$2,144	\$2,181	\$2,218
Choral-Middle School	\$1,664	\$1,696	\$1,730	\$1,764	\$1,796	\$1,830	\$1,863	\$1,896	\$1,930	\$1,964	\$1,996
Publications-Middle School	\$1,478	\$1,509	\$1,538	\$1,567	\$1,598	\$1,627	\$1,656	\$1,685	\$1,716	\$1,745	\$1,774
Cheer-High School Wrestling	\$1,295	\$1,319	\$1,346	\$1,371	\$1,398	\$1,423	\$1,449	\$1,475	\$1,502	\$1,526	\$1,553

	EXTRA-DUTY CONTRACT SCHEDULE 2020-2021										
	Years of Experience										
Position	0	1	2	3	4	5	6	7	8	9	10
Athletic Coordinator-High School	\$14,244	\$14,528	\$14,814	\$15,098	\$15,386	\$15,669	\$15,953	\$16,242	\$16,526	\$16,809	\$17,093
Basketball-Head Varsity Football-Head Varsity	\$6,648	\$6,780	\$6,914	\$7,046	\$7,179	\$7,313	\$7,446	\$7,578	\$7,711	\$7,844	\$7,978
Baseball/Softball-Head Varsity Track-Head Varsity	\$6,078	\$6,199	\$6,321	\$6,442	\$6,564	\$6,685	\$6,808	\$6,928	\$7,050	\$7,172	\$7,293
Band-High School Dance/Drill Team-High School Drama-High School Volleyball-Head Varsity Wrestling-Head Varsity	\$5,697	\$5,812	\$5,926	\$6,039	\$6,154	\$6,268	\$6,381	\$6,496	\$6,610	\$6,724	\$6,837
Soccer-Head Varsity Swimming-Coach	\$5,317	\$5,424	\$5,530	\$5,637	\$5,743	\$5,850	\$5,955	\$6,062	\$6,168	\$6,275	\$6,381
Choral-High School	\$4,558	\$4,649	\$4,741	\$4,832	\$4,924	\$5,014	\$5,105	\$5,196	\$5,288	\$5,379	\$5,470
Football-Asst. Varsity/JV Head	\$4,368	\$4,456	\$4,544	\$4,630	\$4,718	\$4,805	\$4,892	\$4,980	\$5,067	\$5,154	\$5,242
FFA Advisor Speech-Head Football-JV Asst/Fresh Head	\$4,179	\$4,261	\$4,345	\$4,429	\$4,513	\$4,597	\$4,679	\$4,763	\$4,847	\$4,931	\$5,014
Baseball/Softball-Asst. Varsity Baseball/Softball-Jr. Varsity Basketball-Asst Vars/JV/JV2/Fr	\$3,989	\$4,069	\$4,147	\$4,228	\$4,307	\$4,387	\$4,467	\$4,548	\$4,627	\$4,707	\$4,786
Wrestling-Asst Varsity Volleyball-JV Dance/Drill-High School Asst	\$3,913	\$3,991	\$4,070	\$4,147	\$4,225	\$4,303	\$4,382	\$4,460	\$4,539	\$4,618	\$4,694
Cross Country-Head Varsity Skiing	\$3,799	\$3,875	\$3,951	\$4,027	\$4,102	\$4,179	\$4,254	\$4,331	\$4,407	\$4,481	\$4,558
Drama-Senior High Asst Band-High School Asst	\$3,609	\$3,681	\$3,753	\$3,825	\$3,898	\$3,969	\$4,041	\$4,114	\$4,186	\$4,258	\$4,331
Baseball/Softball-Freshman Football-Fresh Asst	\$3,533	\$3,603	\$3,673	\$3,745	\$3,816	\$3,885	\$3,957	\$4,028	\$4,098	\$4,169	\$4,239
Cheer-Head Varsity Golf Track-Asst Varsity Wrestling-Freshman	\$3,418	\$3,487	\$3,555	\$3,623	\$3,693	\$3,761	\$3,828	\$3,898	\$3,966	\$4,034	\$4,102
Swimming-Asst Soccer-JV	\$3,342	\$3,409	\$3,477	\$3,543	\$3,611	\$3,676	\$3,744	\$3,810	\$3,878	\$3,945	\$4,011
Activities Coord-Middle School Tennis	\$3,229	\$3,293	\$3,359	\$3,423	\$3,487	\$3,551	\$3,616	\$3,681	\$3,745	\$3,810	\$3,875
Volleyball-JV2	\$3,153	\$3,216	\$3,279	\$3,341	\$3,405	\$3,468	\$3,532	\$3,594	\$3,657	\$3,720	\$3,783
Speech-Asst Publications-High School Annual	\$3,039	\$3,100	\$3,161	\$3,221	\$3,282	\$3,342	\$3,403	\$3,465	\$3,525	\$3,586	\$3,648
Cheer-JV Soccer-Freshman	\$2,849	\$2,906	\$2,962	\$3,020	\$3,076	\$3,133	\$3,190	\$3,247	\$3,304	\$3,362	\$3,418
Cross Country-Varsity Asst Drama-Middle School	\$2,659	\$2,713	\$2,765	\$2,818	\$2,871	\$2,924	\$2,978	\$3,031	\$3,084	\$3,137	\$3,190
Cross Country-Varsity Asst Drama-Middle School	\$2,469	\$2,518	\$2,568	\$2,617	\$2,666	\$2,716	\$2,765	\$2,814	\$2,864	\$2,913	\$2,962
Activities Coord-High School	\$2,279	\$2,324	\$2,369	\$2,416	\$2,461	\$2,508	\$2,553	\$2,599	\$2,644	\$2,689	\$2,735
Band-Middle School Flag Team-High School Weight Room Supervisor	\$2,090	\$2,132	\$2,173	\$2,214	\$2,256	\$2,299	\$2,341	\$2,382	\$2,424	\$2,466	\$2,508
Stage Band Orchestra	\$1,899	\$1,937	\$1,976	\$2,013	\$2,051	\$2,090	\$2,128	\$2,165	\$2,203	\$2,241	\$2,279
Choral-Middle School	\$1,710	\$1,743	\$1,778	\$1,813	\$1,845	\$1,880	\$1,914	\$1,948	\$1,983	\$2,018	\$2,051
Publications-Middle School	\$1,519	\$1,550	\$1,580	\$1,610	\$1,642	\$1,672	\$1,702	\$1,731	\$1,763	\$1,793	\$1,823
Cheer-High School Wrestling	\$1,331	\$1,355	\$1,383	\$1,409	\$1,436	\$1,462	\$1,489	\$1,516	\$1,543	\$1,568	\$1,596

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: _____

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 Academy - 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 6, Section B, "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 MOA be construed as to replace or supplant the definition of workday in Article 5, 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 5.
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 5, 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:



 Kona Lew-Williams, Chief Human Resources Officer



 Date

For the Association:



 Jill Golay, President, Hillsboro Education Association



 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 2018-21; 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 2018-21 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 online 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 \$35.22, 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 \$1,490 per semester or \$2,980 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 \$1,864 per semester or \$3,728 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 \$2,238 per semester or \$4,476 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 \$2,631 per semester or \$5,262 per year.
 - e. Each amount associated to stipend rates shall be increased by 2.5% for the 2019-20 school year, and 2.75% for the 2020-21 school year.

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 5 – Unit 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 6 – Unit Member Workload
 - c. Article 10 – Educational Improvement and Professional Development
 - d. Article 11 – Leaves (except those provided for by law)
 - e. Article 12 – Vacancies and Transfers; although Section B shall apply.
 - f. Article 13 – Reduction in Force
 - g. Article 15 – Salary; although the provisions for extended contract pay set forth in Article 20, 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 11 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 Online 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, 2021, and shall not be binding beyond that time or precedent setting in any way.

For the District:



Kona Lew-Williams, Chief Human Resources Officer

March 19, 2019
Date

For the Association:



Jill Golay, President, Hillsboro Education Association

March 19, 2019
Date

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 cell phone 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 2018-21 Professional Agreement between the District and the Association.

For the District:



Kona Lew-Williams, Chief Human Resources Officer

March 19, 2019
Date

For the Association:



Jill Golay, President, Hillsboro Education Association

March 19, 2019
Date

MEMORANDUM OF AGREEMENT
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 \$2,143 for their respective positions. Job descriptions are in place for each position.

This Memorandum of Agreement shall be in effect through the conclusion of the 2018-21 Professional Agreement between the District and the Association.

All other provisions of Article 20 are in full force and effect as they relate to these two positions.

For the District:



Kona Lew-Williams, Chief Human Resources Officer

March 19, 2019
Date

For the Association:



Jill Golay, President, Hillsboro Education Association

March 19, 2019
Date