

CONTRACT

BETWEEN

COLTON EDUCATION ASSOCIATION

AND

COLTON SCHOOL DISTRICT #53

2017-2020

Updated June 1, 2018

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ARTICLE 1 – RECOGNITION

- A. The District recognizes the Colton Education Association, OEA/NEA, as the sole and exclusive representative with respect to salaries, hours and working conditions for all licensed employees included in the bargaining unit as delineated in Paragraph B hereof.
- B. All full-time and part-time licensed educators, including temporary educators, are subject to the terms of this Agreement. For purposes of the Article, temporary educators are those educators who work, or are scheduled to work, sixty-one (61) or more consecutive contract days. Employees not subject to the terms and conditions of the Agreement include confidential employees, substitutes and supervisors.
- C. The purpose of the Article is to recognize the right of the bargaining agent to represent educators in the bargaining unit in negotiations with the Board. Granting recognition is not to be construed as obligating the Board in any way to continue any functions or policies.
- D. Educators hired to teach less than full-time shall receive a pro-ration of the appropriate salary and insurance amounts must qualify to participate in OEBC to receive a pro-ration of the appropriate insurance amounts. However, the District will notify the Association and will bargain, upon request, any proposal to pay salary and/or benefits at other than contractual rates.
- E. The Board agrees not to negotiate with or recognize any other educator organization for the duration of this Agreement.

ARTICLE 2 – NON-DISCRIMINATION

- A. The Association and District affirm their adherence to the principles of free choice and agree that they shall not discriminate against any educator covered by this Agreement because of age, race, religion, creed, gender, gender identity, gender expression, national origin, ancestry, place of residency, disability, marital status, sexual orientation, military status, membership or non-membership in the Association, and all other protected categories covered by federal and state laws.
- B. Any alleged violations of this Article shall not be subject to the arbitration provisions of this Agreement.
- C. There shall be no reprisals taken against any individuals because of involvement in Association activities, including attempts to enforce this Agreement.

ARTICLE 3 – ASSOCIATION RIGHTS

- A. The Association and its representative shall have access to school district property for Association business, provided that it does not interfere with or interrupt classes or other normal school operations. Such business shall be scheduled with the building principal twenty- four (24) hours in advance and placed on the school calendar so as not to conflict with prior scheduled meetings. The District shall permit the Association to have at least one (1) meeting per month which may begin fifteen (15) minutes prior to the end of the educator workday.
- B. The Association shall have access to use school facilities and equipment, upon prior notice to the building principal, to use for Colton Education Association business provided such use does not interfere with or interrupt classes or other normal school operations. The Association shall supply all materials and supplies necessary for such use and pay for any repair resulting from such use. The use of equipment (e.g., computers, e-mail etc.) shall be granted only pursuant to current District Policy on technology and Internet usage.
- C. The Association shall be allowed to use the inter-school distribution facilities and educators' boxes for distribution of its communications. Such communications shall be labeled as Association materials.
- D. Upon receipt to the administrator responsible, the Association representative shall be allowed to make brief announcements at the end of faculty or other professional meetings.
- E. Upon request, the Board agrees to furnish to the Association all readily available information necessary for its functioning as exclusive bargaining representative. In accordance with applicable public records and collective bargaining laws, the District reserves the right to charge reasonable costs for such information.
- F. The District shall provide the Association with an advance agenda, previous Board minutes and a copy of the Board packet (exclusive of confidential information and minutes of executive sessions) upon an annual Association request.
- G. The Association shall be provided with four (4) days of paid Association leave annually. Unused leave shall not accumulate. Notice of use of this leave shall be signed by the Association President submitted to the Superintendent twenty-four (24) hours in advance, except for emergencies. The costs of any substitute employee required as a result of such leave shall be reimbursed to the District by the Association.

ARTICLE 4 – MANAGEMENT RIGHTS

The District retains all the customary, usual and exclusive management rights, functions and prerogatives not expressly limited by the Agreement and/or Oregon Revised Statutes.

ARTICLE 5 – EDUCATOR VACANCIES AND TRANSFERS

A. VACANCIES

1. The Administration will post a list of the known licensed vacancies in all faculty rooms as they occur until the position is filled.
2. Educators who desire a change and/or subject assignment or who desire to transfer to another building, may file written request of such desire with the Superintendent no later than five (5) teaching days after the initial posting. Such requests will include the grade and/or subject to which the educator desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference.
3. Whenever vacancies occur during the normal summer months when regular school is not in session, the following procedure shall be followed.
 - a. Educators with an interest in specific possible vacancies will notify the administration office of their interest, in writing, during the last regular week of school. These educators will leave a summer address to which correspondence regarding vacancies shall be mailed.
 - b. Should a vacancy occur, educators who have expressed an interest in said possible vacancy, shall be notified by the administrative office. Said notice shall be accomplished by personal contact or by mail, return receipt requested, to the address as declared in 3. a. above.
 - c. The educators so notified shall have the responsibility of contacting the administrative office indicating their interest in said vacancy within seven (7) days of the date the notice was mailed.
4. When a vacancy arises, the Administration shall promptly post notice of same on the faculty room bulletin board in each school building for no less than five (5) teaching days before the position is filled. Any new position shall be posted with an accompanying job description.
5. For purposes of the contract a vacancy shall be defined as an unfilled bargaining unit position that exists after the District has completed the transfer procedures and made assignments of existing staff.
6. Current employees may apply for any posted position for which they are properly licensed. Application shall be by letter to the Superintendent and may include other documents as required by the District. Current employees who apply for a posted position shall be passed through the screening process and be guaranteed an interview for the position. Applicants will be notified, in writing or in person, once a decision on filling the position has been reached.

B. VOLUNTARY TRANSFERS

1. For purposes of this Article, a voluntary transfer is defined as any change in teaching position, a majority of assigned subject matter, grade level, or building assignment that is initiated and/or requested by the educator.
2. In acting on requests for voluntary transfer, the following criteria will be considered:
 - a. Individual qualifications;
 - b. Instructional requirements; and
 - c. Staff availability and experience
3. Any educator who is denied voluntary transfer may request and shall receive the written reasons for such denial.

C. INVOLUNTARY TRANSFER

1. For purposes of this Article, an involuntary transfer is defined as any change in teaching position, a majority of assigned subject matter, grade level, or building assignment that is initiated and/or requested by the District.
2. An involuntary transfer shall be made known to the educator before the staff or public has been notified.
3. Notification of involuntary transfer will be personally delivered to the educator or mailed to his/her last known address when transfer can be projected or foreseen.
4. When an involuntary transfer is necessary, an educator's area of competence, major or minor field of study, grade or subject from which the transfer is contemplated, seniority and other relevant factors, including legal requirements, may be considered in determining which educator is to be transferred or reassigned.
5. Before an involuntary transfer is made by the building principal, the educator in question will be given an opportunity to present his/her input to the principal regarding the effects of the involuntary transfer upon the students and staff. The educator shall, upon request, be given the reason(s) for any involuntary transfer made by the principal providing time permits. The educator has the right to object, in writing, to the Superintendent.
6. An educator notified of a major change of assignment (change of grade level for elementary, change of majority of periods for secondary) after the first student contact day of the school year may elect to work an additional half or whole non-student day to prepare, to be paid at the educator's regular daily salary.

D. NOTICE OF ASSIGNMENTS

All educators shall be given written notice of their tentative assignments(s) for the next school year no later than the end of the prior school year. Should it become necessary to change the assignment after this notification, the educator shall be notified of the change as soon as possible.

E. ASSIGNMENT OF NEW EDUCATORS

The Superintendent will assign all newly hired personnel to their specific positions, which will be within the subject area and/or grade level for which the educator has been appointed by the Board. The Superintendent will give notice of assignments to new educators as soon as possible.

ARTICLE 6 – LAYOFF

- A. If the Board is formally considering that a layoff is necessary, it will notify the Association President. The notice shall include the specific position(s) to be affected, the proposed time schedule and the reasons for the proposed action, assuming this information is available when the notice is given or as soon as possible thereafter. As soon as practicable, notice will be given to the affected educators of their layoff.
- B. The District shall provide the Association with a seniority list, upon request, at the time it notifies the Association that a layoff has been formally considered by the Board. Seniority shall be defined as the employee's total length of continuous service in the District as a licensed staff member from the first date of actual service. Seniority will be computed and accrue from the educator's first day of work in the District and shall continue to accrue during all leaves in accordance with ORS 342.934. Ties for position on the seniority list shall be broken by the drawing of lots in the presence of District and Association representatives.
- C. In the event the Board, in its discretion, determines that a layoff is necessary, then it will determine the educators to be retained by means of the following criteria:
 - 1. A determination of whether the educators to be retained hold the proper license and are qualified to fill the remaining position(s);
 - 2. A determination of the seniority of the educators to be retained;
 - 3. A determination of the competence of the educators to be retained. Competence will be defined as the ability to teach the subject(s) or grade level(s) required. Ability shall be based on the educator possessing the valid degree or endorsement necessary for the teaching position(s) and the amount of recent teaching experience within the last 10 years related to that subject(s) or grade level(s).
 - 4. If the District desires to retain an educator with less seniority than an educator being released under this section, the District will determine that the educator being retained has more competence than the educator with more seniority who is being released.
- D. Nothing in this Article shall be construed so as to interfere with the Board's right to dismiss or non-extend a contract educator pursuant to the provisions of the Fair Dismissal Law or to dismiss or non-renew a probationary educator pursuant of ORS 342.835. This Article applies to all release, layoff or termination for non-personal reasons, except that temporary educators shall have no right of recall after the term of their temporary contract.
- E. To conduct a layoff under this Article, the District will first determine the program(s) or area(s) scheduled for reduction or elimination.
- F. Upon request of the Association the District shall provide within a reasonable time and at a

reasonable cost (if applicable) an explanation of the process, criteria and analysis used by the District to determine that a less senior employee was more competent.

G. RECALL

If a vacancy, as defined in Article 5., Section., A., 5 occurs within twenty-seven (27) months of a layoff for which a laid-off educator is eligible, the District will follow the recall procedure outlined below.

1. At the time of the layoff, the District shall provide for laid-off educators to express, in writing, a desire to return to the District. The District shall also receive the educator's address for recall notification. In the event of a recall, the District shall notify the educator who has expressed a desire to return to the District of the recall by certified mail, return receipt, sent to the last address given by the educator to the District office. The educator will have fifteen (15) days from the date the notice of recall was received, or lose all recall rights.
 2. All benefits to which an educator was entitled at the time of layoff, including unused accumulated sick leave, will be restored to the educator upon the educator's return to active employment, and the educator will be placed on the proper step of the salary schedule for the educator's experience and education. An educator will not receive increment credit for the time spent on layoff, nor will such time count toward the fulfillment of time requirements for acquiring contract status. Employee benefits do not accrue during the time of layoff.
 3. Educators covered by this Article will have the option to continue insurance programs at their own expense, subject to the approval of the insurance carrier. The District shall provide fringe benefits to all laid-off educators as established in the Agreement for thirty (30) days during the regular school year and to the end of the month in which the thirtieth (30th) day falls. The District shall provide fringe benefits through September 30 if the layoff occurs at the end of the school year or during summer.
 4. Educators covered by the Article will be given consideration for substitute teaching that will not affect educator recall rights.
- H. To determine which educator or educators to recall, the Board will consider the criteria as defined in Article 6, Section C. Any educator who does not accept a recall will lose all further recall rights and will be deemed to have resigned from District employment. Any educator not recalled pursuant to this Article within twenty-seven (27) months of layoff will be deemed to have resigned from the District employment. An educator may decline recall for a position with less FTE than the position held prior to lay-off without losing future recall rights.
- I. Any "appeal" from the Board's decision on layoff or recall shall be by means of a grievance filed as provided by Article 12.

- J. Any educator who is non-renewed or dismissed for the same, and only the same, reason or reasons which the Board could have used to conduct a layoff under this Article, except for the termination of temporary educators, will be afforded re-employment rights in accordance with Article 6, section G.

ARTICLE 7 – EDUCATOR RIGHTS

A. STUDENT GRADES

No student grade or evaluation shall be changed without consultation with the educator during the school year or when the educator is available during the summer. In the event that the employer changes the grade over the educator's objections, the employer shall bear the full responsibility for such a change and notify the educator in writing of the changes and the reasons therefore.

B. CRITICISM

Educators shall not be criticized by any supervisor or administrator in the presence of students, parents, the public, classified employees or other educators, excluding Association representatives, nor shall they be criticized by Board members in public meetings, or when representing the board in a school setting. This provision is not intended to limit professional discourse, discussion or debate.

C. JUST CAUSE

1. No educator shall be suspended, denied step increment, reprimanded, or otherwise disciplined in writing without just cause.
2. All information forming the basis for disciplinary action will be made available to the educator upon request. Any violation of this provision may be used as a basis for a grievance.
3. Any investigatory suspension shall be with pay, pending the District's initiation of action to dismiss, discharge, or reinstate. This section will not prevent the District from suspending an employee without pay as a form of disciplines, if the District fulfills its obligations outlined in Article 7, section C.1.
4. This section shall not apply to any educator non-renewal, non-extension, dismissal, assignment to or retention in extra duty positions, or the substance of an evaluation.

D. REQUIRED MEETINGS AND REPRESENTATION

1. Whenever an educator is required to attend any meeting in which formal disciplinary action (written reprimand, suspension, termination) is to be taken, the educator shall be provided prior written notice of the reason(s) for such appearance or meeting, including written notice of the right to representation. Any such meeting shall be conducted in confidence.
2. The representation requirements of Section 1 above shall not apply when the meeting is directly related to the regular evaluation process. Regular is defined as goal setting meetings, pre and post observation conferences, observations and formal

evaluation conferences. However, at the option of the educator, the educator shall have the right to have representation at any other evaluation conference or meeting.

3. If an educator is involved in a discussion with an administrator that the educator reasonably believes may lead to a disciplinary action, the educator may call a halt to the discussion in order to obtain representation. The discussion may be continued when the educator has obtained representation. Such representation shall be obtained within two(2) working days.

E. PERSONAL LIFE

The personal life of educators is not of appropriate concern or attention of the District, except where it affects job performance. This section may not be taken to arbitration.

- F. Before any decision to dismiss an educator is finalized by Board action, the following shall occur:

1. The educator will be informed of the charges in writing and will be given the information that is the basis for possible dismissal;
2. The educator shall then have the opportunity to meet and discuss the matter with the Superintendent. The educator may have a representative of the Association present;
3. The educator shall then have the right to a hearing before the School Board. The educator may be represented at such hearing;
4. After the Board reaches a decision on the dismissal recommendation, the educator shall be given written notice of the Board's action.

ARTICLE 8 – LEAVES OF ABSENCES

A. SICK LEAVE

1. Sick leave is allowed full-time licensed personnel at the rate of eighty (80) hours per complete school year. Sick leave will be credited to the educator's account on the first duty day of the school year.
2. Educators who work part of a year or part of the day for the whole year shall receive a pro-rata amount of sick leave. During the school year, completion of one-half or more of the work days in a calendar month shall constitute a "month employed".
3. Those on extended contracts will have eight (8) hours of sick leave for each twenty (20) days of employment.
4. Any educator who is absent because of illness for five (5) or more consecutive school days or who shows a consistent pattern in use of sick leave that gives rise to a suspicion of abuse of the sick leave benefit, may be required by his/her supervisor to present to the Administration a certificate from his/her physician attesting to the illness.
5. As soon as an educator knows he/she will be unable to report for duty, he/she should notify his/her principal or designee. If the date of the educator's return is not known to the principal, the educator shall call prior to the end of the student day of the day before he/she returns to work to confirm his/her ability to return. Sick leave will be deducted even though a substitute may not be hired when an educator is absent.
6. At the option of the employee, sick leave may be used for the period of disability due to pregnancy, parental leave, family illness and other circumstances required by law.
7. Sick hours will be deducted at the rate of eight (8) hours per student contact day when an educator is out a full day, and four (4) hours when an educator is out for half a day due to illness. On non-student contact days, an educator shall be able to use sick leave in quarter hour increments.

B. BEREAVEMENT LEAVE

1. Five (5) days of non-accumulative leave shall be granted in case of death of any immediate member of the family and one (1) day for other members of family and close friends. Additional paid days may be granted at the discretion of the Superintendent.

In accordance with the Oregon Family Leave Act (OFLA), bereavement leave can last up to two weeks per family member as defined by statute. Educators shall, at their discretion, be able to use accrued sick leave and/or other personal leave for

such additional leave. OFLA bereavement leave must be completed within 60 days of the educator receiving notice of death. Pursuant to Family Medical Leave (FMLA) and OFLA, for all other definitions of “Immediate Family” not listed below, the educator shall be allowed to use their sick leave and/or personal leave if available, during part or all of the two-week period.

2. The immediate family shall include husband, wife, domestic partner, son, daughter, mother, father, sister, brother, son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law, mother-in-law, grandmother, grandfather, grandchildren. Leave may be granted at the discretion of the Superintendent for others living in the immediate household.

C. FAMILY ILLNESS LEAVE

1. Three (3) days of non-accumulative paid leave will be granted each year for family illness of any member of the immediate family. Educators who work part of a year or part of the day for a whole year shall receive a pro-rata amount of family illness leave.
2. The immediate family shall include husband, wife, domestic partner, son, daughter, mother, father, sister, brother, son-in-law, daughter-in-law, father-in-law, mother-in-law, grandmother, grandfather, and grandchildren. Leave may be granted at the discretion of the Superintendent for others living in the immediate household.
3. If Family Illness Leave is exhausted, then the employee may use available Personal Leave and then Sick Leave, in that order, if additional days are needed as required by FMLA/OFLA.

D. PERSONAL LEAVE

1. Three (3) days of leave, for personal reasons, will be granted annually. Up to two (2) days of personal leave per year may be taken, at the end of the school year in a cash payment, figured at the substitute educator rate.
2. Unless an emergency precludes doing so, the Administration shall be notified at least twenty-four (24) hours in advance of the taking of personal leave. Personal leave will not accumulate. Employees will not be required to provide a reason for personal leave.
3. Personal leave may be used on a day preceding or following a vacation period or holiday, but not for the purpose of extending the holiday or vacation period. In emergency situations, administrative approval is necessary for any exceptions to this restriction. If a pattern of use of personal leave on days before or after vacation or holiday develops, the District may require reasons be given for the leave.

E. LEGAL LEAVE

1. The District shall provide paid leave when an educator is called for jury duty. However, any fees paid to the educator for jury duty (except as reimbursement for mileage and other expenses) shall be remitted to the District. The educator is expected to report for work if excused from jury duty for the day no later than 10 AM.
2. The District shall provide paid leave when an educator is subpoenaed to appear as a disinterested witness in court or before another quasi-judicial body. This provision shall not apply if the educator is a litigant in the proceeding or if subpoenaed by the Association as a witness in any action against the District.

F. MILITARY LEAVE

1. Military leave will be granted in accordance with Federal and Oregon State Law.

G. SABBATICAL LEAVE

This leave requires Board approval.

1. Eligibility:
 - a. Staff members shall be eligible for sabbatical leave of one (1) academic year.
 - b. Applications may be submitted after five (5) uninterrupted years of teaching service to the District. No more than one (1) year of sabbatical leave may be taken in a ten (10) year period by any one educator.
 - c. A program of study and/or foreign travel related to the educator's educational field must be approved by the Administration and the Board.
 - d. Granting of sabbatical leave shall obligate the employee to work for the District for at least two (2) years following the sabbatical leave.
2. Number allowed from staff:
 - a. The total number of people on leave from the District shall not exceed two percent (2%) rounded to the nearest whole number.
3. Application:
 - a. Applications for leave must be filed at least by January 1 of the preceding year before the leave-taking date and they must include the program

approved by the Administration and the Board.

- b. A copy of the application procedure may be obtained in the Superintendent's office.

4. Pay while on Approved Sabbatical Leave:

- a. Persons on approved sabbatical leave shall be paid one-half (1/2) their annual base salary.
- b. Staff members on leave shall not hold any other remunerative positions unless such position has been approved by the Administration and the Board.

5. Time on Approved Sabbatical Leave as Service Time:

- a. Time on approved sabbatical leave shall apply as service time to the District for purposes of step advancement. Five days of sick leave shall be earned during a full year of approved sabbatical leave.

6. Academic Hours Gained Applied Toward Advancement:

- a. Academic hours gained during the time on leave shall apply to credit on the salary schedule, subject to the condition outlined in Article 11, section D.4.

7. Guarantee of Subsequent Service

- a. Staff members accepting sabbatical leave shall understand that they are to guarantee at least two (2) years of subsequent service to the District. The salary advanced by the District during the year of sabbatical leave will be considered to be a two-year, interest-free loan secured by a security in like amount as approved and accepted by the Board. Said loan shall be canceled after the two (2) years' subsequent service to the District. Repayment of the above loan must be made on a prorated basis if the two-year subsequent service is not fulfilled.
- b. Death or extended terminal illness which prevents an educator from completing this full two (2) years will cancel the loan.

H. FAMILY LEAVE LAW

This District shall grant family leave in accordance with state and federal law.

I. UNPAID LEAVES OF ABSENCE

1. General Unpaid Leave Provisions:

- a. A leave of absence may be granted as provided below after three (3) consecutive years of service with the District unless otherwise mutually agreed or required by law. Leave may be granted for a period up to two (2) years. Each application will be considered on its own merits.
- b. Leaves must be authorized by the District upon recommendation of the Superintendent at least thirty (30) days prior to the beginning of the period for which leave is granted.
- c. A full-time educator may request a part-time leave in combination with assignment to a part time teaching position in order to maintain full-time status. At the end of the leave period, the educator shall be assigned to a full- time position, upon request of the educator. If the educator and the District mutually agree to a part-time position, without a corresponding part-time leave, the educator's full-time status is lost. Granting of part-time leave as outlined above shall be at the sole discretion of the District.

2. Return from Leave:

All benefits to which an educator was entitled at the time the leave of absence commenced, including seniority and unused accumulated sick leave, shall be restored upon return as fully as if the leave had never been taken. The reinstatement shall be to the educator's former position if the return from leave occurs before the end of the school year the leave commenced. Otherwise, the assignment will be to a position substantially equivalent.

3. Fringe Benefits:

During the terms of leave granted, the District shall allow the educator to purchase any fringe benefits available to active educators as fully as though the educator were on active duty with approval of the insurance carrier. Purchase of fringe benefits shall be paid monthly, in advance, in accordance with the carrier's requirements.

4. Extensions and Renewals

All extension and renewals of leave shall be applied for in writing by February 1. The District will notify the applicant by April 1 of acceptance or rejection for the request.

- J. Leave taken under this contract that is also required by the Oregon Family Leave Act and/or the Family Medical Leave Act fulfills the District's obligation to provide such leave and counts towards the employee's annual leave allotment.

ARTICLE 9 – PERSONNEL FILE

- A. The educator will have the opportunity to review, upon request, the contents of his/her personnel file. This file shall contain complete copies of materials relevant to the educator's employment. An educator may have a representative as chosen present with him/her to review his/her file. Working files may be maintained by principals at the building site.
- B. A copy of any material other than material confidential under law, attendance reports or payroll information, will be given to the educator prior to its placement in the educator's personnel file. This initial copy shall be provided at no cost to the educator.
- C. The educator will have the right to add comment to any material placed in his/her personnel file.
- D. The educator will, upon request, receive a copy of any material in the personnel file. The District will make an "at cost" charge for copies furnished.
- E. The District may, from time to time, create a transition file in which documents may be placed for a limited or specific amount of time. Documents entered into a transitional file may be considered to be temporary documents and they may be destroyed upon removal. Documents in a transitional file that are subsequently placed into the working file or the personnel file shall be subject to the provisions set forth above.

ARTICLE 10 – WORKDAY/WORK YEAR

A. WORK YEAR

Based on a four (4) day school week, the school year set by the District shall be up to 172 contract days as follows:

1. Up to one hundred forty four (144) student contact days.
2. Five (5) paid holidays as follows:

Labor Day; Veteran’s Day; Thanksgiving Day; President’s Day; Memorial Day.

3. Up to ten (10) workdays as follows:

A total of four (4) workdays to be used at the beginning and/or end of the school year; these days are specifically to be used to prepare for the start and end of a school year.

A total of four (4) workdays to be used for grading, one at the end of each grading period.

Workdays are not to be used for meetings (including IEP meetings), parent/educator conferences, to supervise students, or in-service training except when emergencies arise and meetings would not exceed one (1) hour.

Designated workdays shall be used predominantly for the purpose of preparing grade reports and/or preparing for the next period of teaching. Parent/educator conferences will not be held on designated workdays. If State mandated student contact time should increase the Association and the District may discuss reducing the number of work days.

4. Up to nine (9) in-service days, to be determined by the Administration after collaboration with teaching staff at each building. The parties are committed to making in-service days’ educator directed and student centered.

Upon agreement, teaching staff and administration at the building level shall be able to modify the work day and in-service day schedules up to 90 minutes to meet building level needs.

5. The workday at the end of the second semester may be used by the District as a student contact day if make-up days are needed, provided at least one-half (1/2) of that day is reserved as a workday.

6. Educators who are requested to compile and/or post grades on days that are scheduled to be in ½ in-service and ½ workday will be given the entire day to prepare grades.

B. EMERGENCY CLOSURES

On days when school(s) is closed to students due to inclement weather, loss of electricity or other emergencies, educators shall not be required to report to work. Educator pay shall not be reduced for such lost days. However, the District, after consultation with the Association, may reschedule such lost days at no extra pay for staff.

C. WORK WEEK

1. In general a student contact day will be nine (9) hours in length. Educators workdays, in-service days, and parent/educator conference days will be eight (8) hours in length and shall not occur during a five-day student contact week.
2. When the work week consists of exactly four (4) student contact days, the work week shall be thirty-six (36) hours in length. When the work week consists of exactly four (4) student contact days and one (1) workday/in-service day/conference day, the week shall be forty-four (44) hours in length. When the work week consists of exactly five (5) student contact days, the work week shall be forty (40) hours in length, class periods shall follow a five (5) day schedule, and student contact time shall be reduced by hour per day.
3. A duty-free lunch period of thirty (30) minutes, free of all supervisory tasks, will be granted all educators of this District.
4. Scheduling staff for supervision of bus students, lunchroom duty, playground duty, study halls and other like functions will be done by the administration in consultation with the staff.

D. WORKDAY

1. If there is a five (5) day student week, the workday shall not exceed eight (8) hours per day and student contact time shall be reduced by one hour per day.
2. If there is a four (4) day student week, the workday shall not exceed nine (9) hours per day.

E. PREPARATION TIME

1. High school and middle school educators shall have a preparation period during the student day equal to one class period.

2. Elementary school educators shall receive, after students leave for the day, an average of 55 minutes of daily uninterrupted preparation time.
3. Those educators who have not been provided with a preparation period during the time specified in the contract will be reimbursed at the rate of one-sixth (1/6) of daily pay for the period of time which there is no preparation period.

F. SUPERVISION RESPONSIBILITIES

1. Educators shall have supervision responsibilities for students during class time, passing times and all other times during the student day and while students are on school property or approved school trips.
2. At after hour events or activities, educators have no specific supervision responsibilities when they attend as parents or spectators. However, educators may intervene or be asked to assist other adults in dealing with student behavior in certain circumstances.
3. No educator shall be disciplined, negatively evaluated, or suffer any reprisal for declining to deal with student behaviors at after hour events or activities when attending as a parent or spectator.
4. If the educator chooses to provide assistance at after hour events, he/she will not be disciplined, negatively evaluated or subject to any reprisal for such involvement, as long as the actions by the employee were reasonable and prudent, considering the circumstances.
5. Educators shall not be responsible for supervising or controlling adults at after hour events or activities.

ARTICLE 11 – COMPENSATION

A. SALARY SCHEDULES

1. The salary schedules for educators are based on 172-day contracts. The 2017-2018 schedule is attached to this Agreement as Appendix A-1, and by this reference is incorporated herein. It represents a 1% increase over the 2016-2017 salary schedule. The 2018-2019 schedule is attached to this Agreement as Appendix A-2. The salary increase for 2018-2019 is subject to negotiations in the spring of 2018. The 2019-2020 schedule is attached to this Agreement as Appendix A-3. The salary schedule for 2019-2020 is subject to negotiations in the spring of 2020. The salary schedule for 2018-2019 is increased by 2% over the 2017-2018 schedule.
2. Effective August of 2017, educators shall pay, pre-taxed, the PERS or OPSRP 6% employee portion, and the district shall increase salaries by 6% on the 2017-2018 salary schedule to reflect the change in the PERS/OPSRP pick-up.

B. CONTRACT PERIOD

The contract period will not exceed one hundred seventy two (172) days unless stated otherwise on the individual contracts.

C. EXTENDED CONTRACT FORMULA

An educator's salary, as computed by the provisions of the contract, will be divided by the number of days in the contract period, stated in Article 11, Section B, to determine daily rate. This rate shall then be multiplied by the number of days in the extended contract period to determine total salary for the extended contract.

D. SALARY PLACEMENT AND MOVEMENT

1. Educators new to the District shall be placed on the salary schedule at the licensed experience level indicated by years of service in accredited schools to a maximum of ten (10) years of credit, However the District may, in its sole discretion, award full credit for years of teaching experience beyond ten (10).
2. Educators new to the District will be placed on a salary column according to their college degree(s) and the number of college credit hours on file that the Superintendent determines to be relevant to the assignment or any other assignment projected by the District. Only these credit hours earned after issuance of the initial teaching license shall count toward placement or horizontal advancement on the salary schedule.
3. Following initial placement, educators shall advance one (1) step vertically on the salary schedule for each year of completed service of one hundred thirty-five (135) contract days or more in the District, subject to the limits of the salary schedule.

4. Following initial placement, educators, shall advance horizontally on the salary schedule as additional credit hours are earned. Academic credits will be in the form of approved college quarter-hours or in the approved individual research or travel study. All courses taken for credit that will accrue toward the next level on the salary schedule must 1) be reasonably related to the educator's current assignment or another assignment projected by the district, or 2) must be part of a planned degree or certification program approved in advance by the Superintendent, or 3) must otherwise have prior approval of the Superintendent. The Superintendent shall not withhold approval in an arbitrary or capricious manner.
 5. Credits for column advancement must be documented to the District on a transcript no later than October 15 of any year, together with a written request for a column change. The salary change shall then be effective from the beginning of that contract year. Salary column changes shall be effective February 1 of any year if transcripts are presented to the District by January 15.
- E. Attached to each educator's contract, the District will provide a statement of how they arrive at each educator's salary, including accumulated sick leave, at the beginning of each school year.

F. PAY FOR LOSS OF PREPARATION

1. Educators may be asked by the Administration to cover for an absent colleague during assigned preparation time. However, all such coverage is strictly voluntary. Educators may decline such requests.
2. Educators who lose their contractual preparation time to cover for an absent colleague shall be paid \$30.00 per period lost.

G. COMMITTEE WORK/CURRICULUM DEVELOPMENT

1. Educators who participate in committee work for the District outside the contracted work day, in special classes outside the workday, in summer programs or projects or in approved individual curriculum development shall be paid at the rate of \$30 per hour.
2. When educator participation in committee work is desired, educators shall first be offered the chance to volunteer for such work. However, the District reserves the right to assign specific educator(s) to committee work.
3. Normally, all work shall be done in committee. If the committee chair assigns work outside of the committee for expertise in subject matter, such time shall be paid at the educator's hourly rate. Committees may include, but are not limited to, Textbook Selection/Review, Curriculum Development and Building Leadership Teams.
4. If committee work interferes with assigned preparation time, compensation shall be

in accordance with Article 11, section F above.

H. DEPARTMENT HEADS/TEAM LEADERS

Educators who accept additional responsibilities, as requested by the Administration, to serve as department heads or team leaders will be compensated at their hourly rate for time spent. Compensation for any person accepting these responsibilities shall not exceed \$450 per year. The method for determining such responsibilities and who will fill said responsibilities will be recommended by the Administration in consultation with the staff and approved by the Board.

I. GAS MILEAGE

District approved educator travel will be paid at the established District rate for all authorized School District business with the approval of the building principal. Educators traveling between schools would receive a stipend at the end of each school year for the round trip daily between the following school sites:

CES to CMS – \$100.00
HS to MS or reverse – \$110.00
HS to CES to CMS – \$240.00

J. DIRECT DEPOSIT

The District will provide direct deposit of pay checks to the financial institution of the employee's choice. Effective for all new employees beginning 2009-2010 school year direct deposit will be mandatory for all new employees.

K. SUMMER CHECKS

1. Summer checks (July and August) shall be paid in June. If there is an unusual or emergency circumstance, adjustments may be made by the District with prior agreement with the Association.

L. TUITION REIMBURSEMENT

A stipend of \$1200.00 will be given, each year, to educators with Nation Board Certification.

ARTICLE 12 – GRIEVANCE PROCEDURE

A. DEFINITIONS

1. “Grievant” shall mean a member of the bargaining unit or the Colton Education Association.
2. “Grievance” shall mean a claim by a grievant that a dispute or disagreement exists involving interpretation or application of the terms of this Agreement. Grievances alleging that a District Policy or Administrative Regulation has been violated shall be grievable, but only to the Board level.
3. “Party in Interest” is the person or persons making the complaint and the person or persons against whom the complaint is made.
4. “Representative” is the one who may advise a party in interest.
5. “Immediate Supervisor” is the one who has direct administrative or supervisory responsibilities over the grievant in the area of grievance.
6. “Hearing Officer” is any impartial individual who shall conduct the procedures and/or rule on the issues presented at level two and level three.
7. “Days” when used in the Article, except as otherwise indicated, shall mean the grievant’s working days.
8. “Arbitrator” is the person making the decision that is final and binding on all parties in interest as stated in level four.

B. GENERAL PROCEDURES

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may, from time to time, arise affecting members of this bargaining unit. Both parties in interest agree that these proceedings will be kept informal and confidential as may be appropriate at any level in the procedure.

1. These procedures should be processed as rapidly as possible. The number of days indicated for settlement or appeal at each level should be considered a maximum. The time limits can be extended by written mutual consent of the parties involved at any level of the procedure.
2. The time period for responding to the grievance at each level shall be no longer than ten (10) days unless extended by mutual agreement. The day of notification shall be the start of grievance procedure.
3. Any party of Colton Education Association has a right to representation of his/her/its own choosing at each level of this grievance procedure.

4. There shall be no restraint, interference, discrimination or reprisal exerted on any person concerned with the resolution of grievances.
5. Failure at any level of this procedure by the grievant to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. Failure at any level of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next level.
6. Forms for processing grievances shall be prepared by the Superintendent in cooperation with the Association and will be printed and given appropriate distribution by the parties so as to facilitate operation of the grievance procedure.
7. All parties will avoid interruption of a classroom and/or any other school-sponsored activity, and will process grievances so they will not interfere with any school process.
8. All parties in interest may process grievances with the administration outside the student contact day. Investigation of grievances by or among bargaining unit members must be done outside the workday.
9. Each grievance shall have to be initiated, in writing, within fifteen (15) days of the individual, and twenty (20) days for the Association, from the time of first knowledge of the alleged violation. Failure to initiate the grievance within the time allotted shall be grounds to waive the grievance.
10. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in irreparable harm to a party of interest, the time limits set forth therein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year, or as soon thereafter as practicable.
11. Any levels of a grievance procedure may be waived with mutual agreement of both parties in interest.
12. Any individual(s) acting as hearing officer(s) except for the Superintendent shall not have previously been involved in the events leading to the grievance.
13. Both parties in interest shall have the opportunity to present arguments and evidence orally, as well as in writing. Both parties shall also have the opportunity to confront and cross-examine witnesses.
14. The determination of the grievance shall rest solely on the evidence presented at the hearing.
15. All communications, appeals and findings shall be sent by registered mail, signed

receipt requested, or, presented to the individual parties concerned, face-to-face when any activity above the first level of this procedure is involved.

16. All documents, communications, and records dealing with a grievance shall be filed in a separate grievance file and SHALL NOT be kept in the personnel file of any of the participants.
17. No reprisals of any kind shall be taken by the Board, Association, or administration against any party interest, any representative, Association or participant in the grievance procedure by reason of such participation.
18. Pursuant to ORS 342.895(5) a moratorium shall be placed on grievance processions while an employee is on a plan of assistance for improvement for grievances related to evaluation procedures on the plan of assistance for improvement. The District will notify the employee and the Association when the plan is no longer in effect and the moratorium is lifted.

C. LEVELS

1. Level One (Unit Level)

The grievant shall first discuss his/her grievance with his/her principal or immediate supervisor, with the objective of resolving the matter informally. If the grievant is not satisfied with the disposition of his/her grievance, he/she may file a written grievance within ten (10) working days, with his/her immediate supervisor. The immediate supervisor shall communicate his/her decision in writing to the grievant within ten (10) days from receipt of the grievance.

2. Level Two (District Level)

- a. If the grievant is not satisfied with the decision rendered by the principal, he/she may appeal in writing to the Superintendent within ten (10) working days from the time he/she received the Level One decision in writing. After consultation with the grievant, the Superintendent shall give written notice of the time and place of a hearing to the grievant, his/her representative, and other persons officially involved in the grievance.
- b. The Superintendent shall within ten (10) working days following the hearing, communicate to the grievant and all other parties officially present at the hearing, his written decision, and the facts that are the basis for that decision.

3. Level Three (Board Level)

- a. If the grievant is not satisfied with the decision rendered at Level Two, he/she may appeal to the School Board within ten (10) working days. The appeal shall be in writing and copies delivered to Board members,

Superintendent, and persons officially involved. The Board shall conduct the hearing. Since the members of the Board are functioning as hearing officers, those participating in the hearing shall comply with the definitions in Section A.6. and B.12. Those unable to qualify shall withdraw themselves from the hearing and in no way shall participate in the decision rendered at this level. The Board shall communicate to the grievant and all other parties officially present at the hearing, its written decision and the facts that are the basis for that decision within ten (10) working days from the date of the hearing.

- b. All Board hearings shall be conducted in accordance with the Oregon Public Meetings Law. Meetings may be open as requested by the grievant except when in conflict with the public meetings law. Within ten (10) days after the Level Three hearing, the board shall render a decision, in writing, to all official parties.

4. Level Four (Arbitration Level)

- a. The Association will have ten (10) days following the Board's decision to notify the District of its intent to request arbitration of the dispute or if no decision has been rendered within ten (10) school days after the presentation, the Association may request to submit the grievance to arbitration.
- b. Upon timely receipt by the District of an Association notice to take a grievance to arbitration, the parties shall attempt to select a mutually acceptable arbitrator within fifteen (15) days. The parties agree to set a date for the arbitration hearing within thirty (30) calendar days, subject to the availability of the arbitrator.
- c. If the parties are unable to agree on an arbitrator, the Employment Relations Board shall be requested to provide a list. The parties shall then be bound by the rules and regulations of the American Arbitration Association.
- d. If any questions arise as to whether a particular dispute involves the interpretation, meaning or applications of any of the provisions of this Agreement, such a question will first be ruled upon by the arbitrator selected to hear the dispute. Except as otherwise expressly provided in this Agreement, the Arbitration will be conducted in accordance with the voluntary labor Arbitration Rules (expedited) of the American Arbitration Association in effect at the time (hereinafter referred to as the AAA Rules).
- e. The arbitrator's decision shall be in writing and shall set forth his/her finding of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation

of the terms of a written agreement. The decision shall be submitted to all interested parties.

- f. The costs of the services of the arbitrator shall be borne equally by the District and the CEA.
- g. All decisions of said arbitrator shall be binding to both sides.

ARTICLE 13 – EXTRA DUTY/EXTRA CURRICULAR

A. EXTRA DUTY

1. Compensation for Extra Duty work shall be increased by 1% (subject to negotiations in the 2nd and 3rd year of the Agreement) and is outlined in Appendix B. The Extra Duty Schedule is modified to reflect one step in each pay range. For 2018-2019, extra duty work shall be increased by 2%.
2. When filling vacancies within the extra-duty positions, the District may simultaneously consider both teaching staff and non-bargaining unit personnel. If the District uses non- bargaining unit personnel, the terms and conditions of their employment are not covered by the collective bargaining agreement.
3. Educators holding extra duty assignments shall be evaluated on a separate extra duty evaluation form.
4. All extra duty positions listed in Appendix B are subject to annual appointment by the Board. Bargaining unit members may be terminated from extra duty positions for reasons that may be deemed good faith sufficient by the Board, but only if the member has been provided written notice of the possible termination, written reasons with any supporting documentation and the opportunity for a hearing before the Board prior to any final decision by the Board. Complaints against members holding extra duty positions shall be processed through the Complaint Procedure, as outlined in Article 17.

B. EXTRA CURRICULAR ACTIVITIES

1. Extra-Curricular activities may include, but are not limited to, ticket taking, gate supervision, dance chaperone, rooter bus chaperone, Saturday school supervision, and club/class activities not paid on the extra duty schedule.
2. All work outside the normal workday on extracurricular activities must be approved by the Administration. Administrative approval of the activity must also include approval of the appropriate adult supervisors.
3. Pay for educator participation in any extracurricular activity beyond the normal workday shall be \$20.00 per hour. The sole exceptions, which shall not be paid, shall be two (2) other after-hours events as designated by the building principals.
4. Each secondary educator may be required by the Administration to serve as advisor for one (1) student organization, and this advisorship will be during the workday, without extra compensation. Activities related to this advisor ship that occur outside the normal workday must have the prior approval of the building principal. Before granting any such approval, the principal will consult with the advisor(s) and consider the expressed interest and concern of the advisor(s). If the educator

supervises the pre-approved activity, payment shall be accordance with Article 13, section B. 3. above.

5. The District may use non-bargaining unit personnel to fill these positions.

ARTICLE 14 – INSURANCE

A. The District will contribute on behalf of each full-time bargaining unit member the following monthly amounts toward insurance, which will be pooled:

1. Effective October 1, 2017: \$1417.00
2. Effective October 1, 2018: \$1488.00
3. Effective October 1, 2019: Subject to negotiations Spring 2019

Should the full-time bargaining unit member decide to choose a medical plan with the Health Savings Account (HSA) offered through OEGB, the District shall contribute the IRS employee only annual limit per month towards the participating member's HSA plan.

For example: in calendar year 2018 the (employee only) annual IRS limit is \$3450.00, which means the District shall contribute \$187.50 each month towards a member's HSA. Contributions for July and August will be made in June.

The District's contribution towards a member's HSA is contingent on the availability of excess monthly insurance cap funds for the member after insurance plan selections are made during open enrollment each benefit year.

Bargaining unit members are responsible for paying their own long-term disability insurance premiums through payroll deduction.

- B. Contributions for less than full-time educators shall be prorated, except that no contributions will be provided for educators working less than half time. Unit members may draw out of the pool amounts necessary to cover the programs outlined in Section C. If the pool does not cover the cost of the basic programs for all members, payroll deductions will be made to cover the remaining cost of insurance, according to a plan submitted by the Association.
- C. The insurance package shall include up to full-family medical-hospitalization, up to full-family dental with orthodontia, up to full-family vision, employee life and employee long-term disability coverage. The specific carriers and benefit levels will be determined by the Association in accordance with the expressed wishes of the staff as a group, after consultation with the Administration.
- D. All licensed employees must participate in the insurance plans, except where the employee provides evidence of duplicate medical coverage.
- E. Insurance benefits shall be for twelve (12) consecutive months each year. New educators shall receive coverage beginning October 1 or the first of the month following employment if hired after the start of the school year. For educators leaving the District after completing an entire school year, coverage shall continue until September 30. For educators who terminate employment before the end of the school year, District insurance coverage shall end at the close of the month employment terminates.

- F. The District shall establish an insurance pool from excess insurance monies available after employees have selected their benefit options. Bargaining unit members must declare their status prior to September 15, (i.e., employee only, employee +1, employee plus dependents) for insurance benefit purposes. This declaration will hold until the following September 15, when employees may change to another status.

Employees hired after October 1st each school year shall not be eligible for the pool until the next recalculation date. Pool amounts shall be distributed equally among employees based on their declared status. The pool amounts shall be recalculated once each year, at the half-way point of the insurance year (recalculation occurs in March and will be adjusted on the March payroll).

- G. The benefit programs identified herein shall be provided only in accordance with the underwriting rules and regulations set forth by the insurance carrier(s) in the policy (policies).

ARTICLE 15 – TUITION REIMBURSEMENT

- A. If the District requires or requests an educator to take a course, the District will pay tuition cost pursuant to a written agreement signed before the course begins.

- B. The District shall provide a Tuition Reimbursement Fund of \$15,000.00 per year. Educators employed with the District on temporary contracts are not eligible to access funds from the tuition reimbursement program.
 - 1. This fund shall reimburse unit members for the full cost of upper division or graduate level courses. All courses must be completed with a grade of “C” or better or a “pass” in a pass/fail system.

 - 2. Reimbursement shall be made upon submission of grade slip and/or transcript and verification of actual costs.

 - 3. The District shall calculate an equal and fair ratio of reimbursement based on all approved credits that occur from July 1 (Summer) courses to June 30 (Spring) courses of each academic year. This reimbursement shall be paid in July of each year.

- C. If the \$15,000.00 fund referred to in Article 15, Section B. above is exhausted in any one (1) year, an additional five hundred dollars (\$500) will be added for the next year.

ARTICLE 16 – EARLY RETIREMENT

- A. An educator who has completed ten (10) years of service with the District and who retires under PERS shall have the option of an early retirement program which will provide the educator a stipend of four hundred dollars (\$400) per month or five hundred dollars (\$500) per month with an obligation of ten (10) days of professional service each year as directed by the District. Such payments will terminate after forty-eight (48) months or at the end of the month in which the educator reaches the age of sixty-two (62), whichever is first.
- B. Retirees may use their stipends to purchase insurance through the group program, subject to the approval of the insurance carriers.
- C. An educator exercising this option must give written notice thereof to the Superintendent no later than sixty (60) days prior to his/her retirement date.

ARTICLE 17 – COMPLAINT PROCEDURE

A. NOTIFICATION AND REPRESENTATION

1. An employee shall be informed of any complaint which is received by the administration from a patron, parent, or student, the substance of which may be used in evaluation of the employee or may be placed in the employee's personnel file.
2. Within ten (10) working days of receipt of the complaint or at a mutually agreeable time, the building principal and the educator shall meet to discuss the complaint.
3. The educator, as his/her request, may have a representative present at all meetings involving this procedure, except for meetings held under B.1. below.

B. PROCEDURE AND RESOLUTIONS

1. If the educator wished to meet with the complainant, the principal shall attempt to arrange the meeting. If the issues are resolved, no record will be retained unless the administrator deems the nature of the complaint to be of special concern.
2. When the administrator judges attempts at informal resolution to be no longer productive, the complaint will be reduced to writing and signed by the complainant. A copy shall be given to the educator. An unwritten or unsigned complaint shall not be processed further.
3. The administrator shall investigate a written, signed complaint. Upon completion of the investigation, the administrator shall decide that the complaint be dismissed, placed in the personnel file, or held at the building level. A recommendation for possible resolution may also be made. Copies of the investigation report and decisions shall be given to the educator. The decisions of the administrator may be appealed to the Superintendent for a final decision.
4. Any action to reprimand or otherwise discipline an employee as a result of a compliant investigation shall be by separate written document.

C. DISPOSITION

1. Any complaint the administrator chooses not to discuss with the educator within the provision of Article 17, Section A. above shall be considered void.
2. A complaint may be deemed without merit by the Administration or School Board at any point in this procedure. In such cases, no record of the complaint will be retained, except in a confidential investigation file retained by the Superintendent for the purposes of documenting that an investigation was

conducted.

3. If a complaint has been substantiated and a record is to be placed in the employee's personnel file, the record shall include at least the following information: name of the employee against whom the complaint is made, the date and nature of the complaint, the name of the complainant(s), the administrative summary and the disposition of the complaint. The educator may submit a written statement of disagreement, which will be attached to the record.

ARTICLE 18 – EDUCATOR EVALUATIONS

- A. Evaluation of educators shall be conducted according to adopted Board policy and ORS 342.850.
- B. All educators shall be provided a copy of the District evaluation procedure at the beginning of any year. New educators shall review the procedure with their evaluator at the time of goal setting.
- C. Any substantial change in District evaluation procedure shall be done in collaboration with the Association, in accordance with ORS 342.850.
- D. Any grievances concerning this Article may be appealed only to Level Three (3).

ARTICLE 19 – PAYROLL DEDUCTIONS AND FAIR SHARE

A. PAYROLL DEDUCTIONS

1. Membership and payroll deductions for Association dues are continuous from year-to-year unless revoked in writing by the employee by October 1 of any given year.
2. If a change in the educator's deduction is desired, the authorization of the change should be submitted to the District payroll clerk over the signature of the employee not later than the "cut-off date" of any month to be effective for the following month.
3. Total Association dues shall be deducted from the first paycheck in September. Dues for OEA/NEA shall be deducted in eleven (11) consecutive, equal payments commencing with the October paycheck.
4. If an educator commences employment after the start of the school year, total prorated Association dues shall be deducted from the first paycheck and prorated OEA/NEA dues shall begin the following month, unless other arrangements are mutually agreed upon by the District and the Association.

B. FAIR SHARE

1. The educator will be given an opportunity by the Association to join the Association and its affiliates. If the educator elects not to join the Association, the district shall deduct "payment-in-lieu-of-dues" from the monthly salary payment of non-members.
2. The dollar amount paid in-lieu-of-dues to defray the costs of services by the Association and its affiliate organizations in negotiations and contract administration shall be the total periodic dues required of Association members.
3. As provided by ORS 243.666 (1) rights of non-Association employees based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member shall be safeguarded. Such employee shall pay an amount equivalent to the payment-in-lieu-of dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the representative of the Council and shall provide written proof that this has been done.
4. The Association agrees to hold the District harmless against any and all claims, orders, or judgments brought against the District as a result of dues collected pursuant to this Article.

ARTICLE 20 – TERMS OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2017, and shall be binding upon the Board and the Association and members of the bargaining unit. It shall remain in full force and effect through June 30, 2020. The parties agree to re-open the financial (salaries and benefits) components of the contract and up to one other article proposed by each team in 2018-2019 and 2019-2020 by May 1st.
- B. The parties may, by mutual agreement, enter into negotiations over matters of concern which arise during the life of this contract.
- C. If any provision of the contract is declared null and void by any court of competent jurisdiction, the remainder of this contract shall remain in full force and effect. Upon request of either side, the parties shall commence negotiations under ORS 243.698 for a replacement of the voided section.
- D. All individual contracts shall be in compliance with this Agreement. In cases of direct conflict between adopted Board policy and this Agreement, the Agreement shall prevail.
- E. Within thirty (30) days of the signing of this Agreement, the Association shall print and provide sufficient copies for distribution to the current staff and all new hires. The District shall provide copies to the administration and the Board.

Name and Title, Association President

Date

Name and Title, Board Chairperson

Date

Name and Title, Superintendent

Date

APPENDIX A-1							
Colton Salary Schedule 2017-2018							
Step	New Step	BA	BA+24	BA+45	BA+60	BA+84	MA+45
	Hired After July 1 2013				MA	MA+24	
1	DELETED						
2	1	\$36,378	\$37,431	\$38,478	\$40,578	\$41,626	\$42,677
3	2	\$37,778	\$38,827	\$39,877	\$41,976	\$43,025	\$44,074
4	3	\$39,179	\$40,228	\$41,277	\$43,375	\$44,426	\$45,474
5	4	\$40,578	\$41,626	\$42,677	\$44,774	\$45,824	\$46,875
6	5	\$41,976	\$43,025	\$44,074	\$46,174	\$47,224	\$48,273
7	6	\$43,375	\$44,426	\$45,474	\$47,573	\$48,623	\$49,674
8	7	\$44,774	\$45,824	\$46,875	\$48,972	\$50,021	\$51,071
9	8	\$46,174	\$47,224	\$48,273	\$50,373	\$51,421	\$52,471
10	9	\$47,573	\$48,623	\$49,674	\$51,771	\$52,820	\$53,870
11	10	\$48,972	\$50,021	\$51,071	\$53,170	\$54,220	\$55,267
12	11	\$50,373	\$51,421	\$52,471	\$54,568	\$55,619	\$56,668
13	12	\$51,771	\$52,820	\$53,870	\$55,969	\$57,018	\$58,066
14	13		\$54,220	\$55,267	\$57,368	\$58,417	\$59,468
15	14			\$56,668	\$58,766	\$59,817	\$60,867
16	15			\$58,066	\$60,166	\$61,215	\$62,263
17	16				\$61,566	\$62,615	\$63,663
18	17				\$62,965	\$64,014	\$65,063
19	18				\$64,364	\$65,413	\$66,462
20	19						\$67,860

Special Note:

Increase of 1% Cola for 2017-18
 6% added to salary schedule-
 Employee pays PERS

APPENDIX A-2							
Colton Salary Schedule 2018-2019							
Step	New Step	BA	BA+24	BA+45	BA+60	BA+84	MA+45
	Hired After July 1 2013				MA	MA+24	
1	DELETED						
2	1	\$37,106	\$38,180	\$39,248	\$41,390	\$42,459	\$43,531
3	2	\$38,534	\$39,604	\$40,675	\$42,816	\$43,885	\$44,955
4	3	\$39,963	\$41,033	\$42,103	\$44,242	\$45,315	\$46,383
5	4	\$41,390	\$42,459	\$43,531	\$45,669	\$46,470	\$47,812
6	5	\$42,816	\$43,885	\$44,955	\$47,097	\$48,168	\$49,238
7	6	\$44,242	\$45,315	\$46,383	\$48,524	\$49,595	\$50,667
8	7	\$45,669	\$46,740	\$47,812	\$49,951	\$51,021	\$52,092
9	8	\$47,097	\$48,168	\$49,238	\$51,380	\$52,449	\$53,520
10	9	\$48,524	\$49,595	\$50,667	\$52,806	\$53,876	\$54,947
11	10	\$49,951	\$51,021	\$52,092	\$54,233	\$55,304	\$56,372
12	11	\$51,380	\$52,449	\$53,520	\$55,659	\$56,731	\$57,801
13	12	\$52,806	\$53,876	\$54,947	\$57,088	\$58,158	\$59,227
14	13		\$55,304	\$56,372	\$58,515	\$59,585	\$60,657
15	14			\$57,801	\$59,941	\$61,013	\$62,084
16	15			\$59,227	\$61,369	\$62,439	\$63,508
17	16				\$62,797	\$63,867	\$64,936
18	17				\$64,224	\$65,294	\$66,364
19	18				\$65,651	\$66,721	\$67,791
20	19						\$69,217

Note:

Increase of 2% COLA
for 2018-19.

APPENDIX A-3

Colton Salary Schedule 2019-2020

Step	New Step	BA	BA+24	BA+45	BA+60	BA+84	MA+45
	Hired After July 1 2013				MA	MA+24	
1	DELETED						
2	1						
3	2						
4	3						
5	4						
6	5						
7	6						
8	7						
9	8						
10	9						
11	10						
12	11						
13	12						
14	13						
15	14						
16	15						
17	16						
18	17						
19	18						
20	19						

Note:

APPENDIX B-1

COLTON SCHOOL DISTRICT

EXTRA DUTY SCHEDULE

2017-2018

Part A

RANGE	POSITION	STIPEND
A	HS HEAD COACH	3,676
B	HS JV COACH	2,462
C	HS 3 RD COACH	2,212
D	DRAMA,DANCE	2,589
E	HS STUDENT COUNCIL MS HEAD COACH	1,527
F	MS ASST COACH DRAMA TECH ANNUAL/NEWSPAPER	1,029
G	ATHLETIC DIRECTOR	6,971
H	SPRING DRAMA	2,595
J	FFA ADVISOR	3,244

Part B

POSITION	STIPEND
Talented & Gifted	2,162
Junior Class Advisor	216 (each advisor)
CMS Athletic Director	1,512
Music Director	2,226
Assessment Coordinator	3,212

APPENDIX B-2

COLTON SCHOOL DISTRICT

EXTRA DUTY SCHEDULE

2018-2019

Part A

RANGE	POSITION	STIPEND
A	HS HEAD COACH	3,750
B	HS JV COACH	2,511
C	HS 3 RD COACH	2,256
D	DRAMA,DANCE	2,641
E	HS STUDENT COUNCIL MS HEAD COACH	1,558
F	MS ASST COACH DRAMA TECH ANNUAL/NEWSPAPER	1,050
G	ATHLETIC DIRECTOR	9,690
H	SPRING DRAMA	2,647
J	FFA ADVISOR	3,309

Part B

POSITION	STIPEND
Talented & Gifted	2,205
Junior Class Advisor	220 (each advisor)
CMS Athletic Director	1,542
Music Director	2,271
Assessment Coordinator	3,276

APPENDIX B-3

COLTON SCHOOL DISTRICT

EXTRA DUTY SCHEDULE

2019-2020

Part A

RANGE	POSITION	STIPEND
A	HS HEAD COACH	
B	HS JV COACH	
C	HS 3 RD COACH	
D	DRAMA,DANCE	
E	HS STUDENT COUNCIL MS HEAD COACH	
F	MS ASST COACH DRAMA TECH ANNUAL/NEWSPAPER	
G	ATHLETIC DIRECTOR	
H	SPRING DRAMA	
J	FFA ADVISOR	

Part B

POSITION	STIPEND
Talented & Gifted	
Junior Class Advisor	
CMS Athletic Director	
Music Director	
Assessment Coordinator	

MEMORANDUM OF UNDERSTANDING

Between the

COLTON EDUCATION ASSOCIATION

And the

COLTON SCHOOL DISTRICT

RE: Athletic Passes

Having reached certain understandings, the parties declare as follows:

1. The District will allow current staff members to use their staff photo ID card to enter all athletic programs for the school year shown on the ID, free of charge. Family members living in the same household will be allowed to enter on the current year ID badge.

Superintendent

CEA President

CEA Treasurer