

***DAYTON SCHOOL DISTRICT #8***

***AND***

***DAYTON EDUCATION ASSOCIATION***

***AGREEMENT***

***2015-2018***



*Photo by Stephanie Ewing*

## DAYTON SCHOOL DISTRICT #8: Dayton Education Agreement 2015-2018

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**DAYTON SCHOOL DISTRICT #8: Dayton Education Agreement 2015-2018**

**PREAMBLE**

This agreement entered into on July 14, 2015, by and between the Dayton Education Association (DEA), affiliated with Oregon Education Association (OEA) and National Education Association (NEA), hereinafter called the "Association", and the Dayton School District #8, Yamhill County, Oregon, hereinafter called the "District" or the "Board".

WITNESSETH:

WHEREAS, the District and the Association recognize and declare that providing a quality education for the children of School District #8 is their mutual aim, and that the character of such education depends upon the quality and morale of the teaching service; and,

WHEREAS, the members of the teaching profession are particularly qualified to assist in the formulating of policies and programs designed to improve educational standards; and,

WHEREAS, the parties have reached certain understandings which they desire to confirm, it is hereby agreed as follows:

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**ARTICLE I: RECOGNITION**

- A. The Board recognizes the Dayton Education Association as the exclusive bargaining representative on wages, hours, and conditions of employment for all regular full-time and regular part-time licensed teaching personnel employed by the District.
  
- B. The District administrative staff, substitute teachers, and temporary teachers who are employed for less than ninety-five (95) consecutive days are specifically excluded from the teacher bargaining unit. Also excluded are teachers retired from Oregon PERS/OPSRP.
  
- C. This Agreement may only be altered, added to, deleted from, or modified through the voluntary and mutual written consent of the Board and the Association.

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### **ARTICLE II: DISTRICT RIGHTS**

- A. It is recognized that:
1. The Board consists of citizens who are elected by and directly responsible to the community for the total education programs. The Board acts by and through its administrative and supervisory staff. The parties, therefore, jointly recognize that pursuant to ORS 332.072 - 332.075 and ORS 332.105 - 332.107, the Board has the responsibilities for formulation and implementation of policies and rules governing the educational program and services of the District. No delegation of such responsibility is intended or to be implied by any provisions of this Agreement.
  2. The parties agree that the District School Board retains the exclusive management rights to set policy, make management decisions, and manage the District's resources in the best interest of the District patrons. Also, the District shall retain all authority connected with its responsibility to manage the affairs of the District consistent with state and federal laws.
- B. It is recognized that the Board's operational and managerial responsibility includes, but is not necessarily limited to, the following:
1. The right to determine location of the schools and other facilities of the school system, including the right to establish new facilities and to relocate or close old facilities.
  2. The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures, and public relations.
  3. The determination of management, supervisory, and administrative organization of each school or facility in the system and the selection of all employees; determine their qualifications, and the conditions for their continued employment or their transfer and to promote, demote and dismiss all such employees.
  4. To control the use of the school district property and facilities.
  5. The determination of safety, health, and property protection measures where legal responsibility of the Board or other governmental unit is involved.
  6. The determination of the layout and the equipment to be used and the right to plan, direct, and control school activities. The approval of the processes, techniques, methods and means of teaching, and the subjects to be taught, including special programs and the providing for athletic, recreational, and social events for students.
  7. The right of approval or disapproval of all assignments for all programs of extra-

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curricular nature.

8. The establishment of the school calendar, normal hours of employment and assignments of work loads.
  9. The right of approval for all textbooks, teaching aides, and materials used in the schools.
  10. The right to enforce the rules and regulations now in effect and to establish new rules and regulations not in conflict with this Agreement.
  11. The determination of the size of the working force, transfer of teaching assignment, and the creation, modification or elimination of any teaching position.
  12. The determination of policies affecting the relation of employees and evaluation of employee performance.
- C. The foregoing enumerations of the functions of the Board shall not be considered to exclude other functions of the Board not specifically set forth; the Board retains all functions and rights to act not specifically nullified by this Agreement.
- D. In the event that any of the aforementioned rights interfere with other Articles in this Agreement, the other Articles shall prevail.

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### ARTICLE III: WORKING CONDITIONS

#### A. **Preparation Time:**

1. Full time teachers shall have two hundred twenty-five (225) minutes of preparation time each week free of classroom and supervisory responsibilities with an average of thirty (30) minutes per day during student contact time (elementary teachers will have a continuous thirty (30) minute prep daily). This total amount of weekly preparation time may be adjusted for shortened instructional weeks and weeks which have inservice, planning days assigned, or other emergencies. Teachers will be compensated at the statewide substitute rate converted to an hourly basis when requested to cover other classes or perform supervisory or instructional/curricular duties within the 225 minutes during the allocated weekly preparation time. The teachers and building principal will meet and define in the staff handbook parameters for the use of prep time beyond the contractual amount.
2. Employees working less than full time shall have a prorated amount of preparation time based upon the employee's percentage of full time work.

B. **Teaching Day:** The normal working day for teachers will be 7.5 hours with a thirty (30) minute duty-free lunch period, making a total of eight (8) hours. The teaching day is to be stated in the teachers' handbook and reviewed with the staff before the opening classroom day in the Fall.

C. **Calendar:** It is recognized that the Board has full rights and authority to establish and/or make changes in the school calendar. The Board will, however, notify the Association prior to adoption of or changes in the calendar and allow five (5) working days to receive recommendations from the Association prior to any such adoption or change. Such notice and consultation requirement waives any bargaining obligation. Total contract days will be 190, which includes 6 paid holidays. Teachers are required to be on campus for grading days.

D. **Class Size:** The District has a commitment to the learning experience and will strive to provide sufficient instructional assistant time. The building principal will review the class loads as needs arise or upon DEA request.

E. **Specialist Case Loads:** Specialist case loads will be reviewed periodically or as the need arises.

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### ARTICLE IV: SALARY

- A. The salary schedule for the 2015-2016 is attached hereto as Appendix A. The salary schedule includes a 2.5% increase to the base salary on the prior year salary schedule.
- B. The District shall increase the base salary on the 2016-2017 and the 2017-2018 Salary Schedule by a minimum of 1.5% to a maximum of 3.5% to be calculated using the National CIP-U Portland annualized average for the twelve reporting periods ending December of the preceding year.
- C. All graduate level credit hours completed by September 1, will be counted toward salary schedule placement. Teachers shall notify the District by September 10<sup>th</sup> of additional course(s) or degree completed. Verification of course completion via official transcript(s) shall be provided to the District by October 10. Exceptions to the above dates may be granted with prior approval from the Superintendent. In the case where transcripts are not available by the October 10<sup>th</sup> deadline, the teacher may submit grade slip(s) or a letter from the class instructor for course verification. An official transcript must be submitted as soon as possible. The District may also recognize and award the equivalent of credit for courses besides graduate level university courses, with prior approval from the Superintendent.
- D. Teachers' payday will be scheduled for the closest working day to the 25<sup>th</sup> day of each month.
- E. The premium pay schedule for the 2015-2016 school year is attached hereto as Appendix B.
- F. Deductions for discretionary leaves of absence and for those leaves beyond the requirements of Article XIII shall be in the amount of 1/190th of the teacher's salary per missed day if said leave is not of educational benefit to the District as determined by the building principal and the Superintendent.
- G. The District will make all balance of contract (BOC) payments by the last contract day in June. Teachers may request in writing by May 30 that their July balance of contract check be processed as a paper check instead of direct deposit. (Note – August checks for teachers are already processed as paper checks.)
- H. Each extra duty assignment shall be subject to a contract which is separate from a teacher's basic employment contract with the District.
- I. The District retains the right to use volunteers to cover supervision of activities, timers, spotters, field judges, score-keepers, downs-keepers, announcers, ticket sellers and takers. Agreed upon assigned duties made by the building principal or designee for the above functions and the licensed member of the bargaining unit will be paid in accordance with



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this agreement.

**J. Part-time Teachers**

1. Part-time teachers are expected to work on all grading days, all conference days, and IEP meetings, open houses and other activities and programs at a ratio proportionate to their FTE, without additional compensation.
2. If part-time teachers are required to attend activities as listed in (1) above on a day they normally are not working, or beyond their proportionate FTE ratio, they shall receive their prorated hourly rate of pay for the time they are required to spend up to the required time for full-time employees.
3. Part-time teachers are expected to work on all in-service days without additional compensation. Part-time teachers may appeal to their supervisor to be excused from activities or to attend relevant workshops in place of scheduled in-service activities.

**K.** A licensed employee achieving National Board Teacher Certification while in the Dayton School District shall be moved one column to the right on the salary scale at the beginning of the following year. If a teacher is already at the far right of the scale, they shall receive a financial stipend in addition to their annual salary of \$2,000 per year for a maximum of five (5) years (\$10,000). The teacher shall notify the District by March 15 of their anticipated completion of National Certification by the September 1 deadline, with written verification by October 10 {as in Article IV (C)} for salary placement or stipend to take effect for that school year.

**L.** In consideration of the extended meetings and preparation time, special education and self-contained bilingual teachers will receive a pay differential equivalent to three (3) days additional pay.

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### ARTICLE V: JOB SHARING

- A. **Definition:** Job sharing shall refer to two (2) bargaining unit members sharing one (1) full-time position. In the case of two teachers already employed by the District, or on official leave from the District, both shall be considered on half-time leave and shall retain all rights to full-time status. In the case of only one teacher already employed by the District, only that teacher shall be considered to be on half-time leave.
- B. **Application:**
1. By March 1 of the year preceding the year in which they desire to job share, the teachers will present to the District a written request to job share and a plan on how time and responsibilities are to be divided. This shall include, but not be limited to, attendance at regular staff meetings, District meetings that teachers as a body are normally required to attend, parent conferences, IEP meetings, hours, open houses and other activities and programs in which they are directly involved, etc. This plan will be reviewed with the teachers by the District. The District will grant or deny the job sharing request by April 15.
  2. Job sharing teachers must jointly notify the District in writing by March 1, if they desire to renew the job sharing. The District shall retain the right to grant or refuse such renewal. Renewal or denial of a job sharing agreement will be made by April 15. By March 1 of the third year of job sharing, the job-sharing teachers(s) considered to be on half-time leave must choose whether to (1) continue job sharing into the fourth year, in which case they will no longer have full-time status but will be contract part-time teachers, as defined by ORS 342.845(2), or (2) return to full-time teaching at the start of the next school year.
- C. **Compensation:**
1. Job sharing teachers working half-time or more shall be placed on the teachers' salary schedule, receive one (1) step increment for each year of service and be moved laterally and vertically for advanced degrees or longevity.
  2. Job sharing teachers shall receive a pro-rated amount of salary, insurance, tuition reimbursement, and leave benefits, not to exceed 1.0 FTE.
- D. **Rights:** If a job sharer, who was a full-time teacher before the acceptance of job sharing, wishes to increase from part-time job sharing to full-time, he/she may do so by notifying the District in writing by March 1 of the year previous to the year he/she wishes to return to full-time teaching. This right shall not continue after the teacher chooses contract part-time status at the end of the third year of job sharing, as set forth above.

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**E. Substitution:**

1. Job shares agree to substitute for each other whenever possible and shall be paid at the substitute rate.
2. If either employee is unable to complete the job share assignment, the District retains the right to assign the remaining employee to full-time responsibilities for the duration of the job share agreement.

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**ARTICLE VI: EMPLOYEE BENEFITS**

- A. The District shall provide full family medical, dental, and vision insurance coverage for members of the bargaining unit and their eligible dependents.
- B. The District acknowledges that the DEA shall have the right to choose the carrier and the level of benefit coverage. The District shall incur no additional cost above that which is outlined in this Article. DEA will provide the District with at least ninety (90) days notice of any intended change. Such change will be contingent upon the rules and requirements of the carriers and the Affordable Care Act (ACA).
- C. The District monthly contribution (cap) for medical benefits shall be prorated as follows:

20-29 hours/week	75% of cap
30 hours or more/week	Full cap

**D. District Contribution:**

- 1. For the 2015-2016 school year, the District shall contribute a maximum of one thousand one hundred and sixty dollars (\$1,160) toward full family, medical, dental, and vision composite rate insurance premiums per month. Any premium costs above this maximum amount shall be paid by members via payroll deductions. The Association will move to a tiered rate structure beginning in the 2016-2017 contract year. Additionally, the parties agree that no insurance option or cap will be in place that will cause the District to pay penalty fees under the Affordable Care Act. The insurance cap amounts will be the only reopener contract item during the 2016-2017 and 2017-2018 contract years.
- 2. Teachers who are eligible for medical benefits may opt out by notifying the District in writing and providing proof of other medical insurance coverage. The following incentives are offered during the life of this contract:
  - a. For eligible teachers who enroll in an OEGB High Deductible Plan (i.e. Plan H), The District will contribute \$1,000 into a Health Savings Account (HSA) to be front-loaded.
  - b. For eligible teachers who opt out from the District's medical, dental, and vision coverage and provide proof of other medical insurance coverage, The District will contribute \$3,500 toward an HSA plan, or to purchase Section 125 medical-related benefits. . The opt out benefit for part-time teachers will be prorated at the same percentage for eligible benefits as specified in Article VI, Section C above.

- E. **Early Retirement – Eligibility:** The intent of early retirement is to fill the span between “early retirement” and eligibility for Medicare or Social Security. Hence, anyone

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reaching eligibility for Social Security or Medicare does not also qualify for early retirement.

1. 55 years of age or 30 years in Oregon PERS/OPSRP.
  2. 20 years of service to Dayton School District.
  3. Teachers electing early retirement shall communicate their desire in writing to the Superintendent no later than April 15<sup>th</sup>.
  4. During the life of the contract, up to six (6) teachers will be eligible for early retirement benefits. If more than six (6) teachers request early retirement during the life of the contract, the person(s) with the greatest length of continuous service will have priority.
  5. At the discretion of the Board, retirement may be allowed for other circumstances; however, the amount received by any person who might be allowed to retire shall not be greater than that which would have been received had the individual retired at 55 years of age or 30 years in Oregon PERS.
  6. The early retirement benefit shall be a lifetime maximum of \$18,000 per individual. This will be paid as a monthly stipend beginning in the month following retirement at a rate not higher than the per-month rate for full family medical, dental, and vision insurance, until the \$18,000 maximum is reached, or upon the death of the early retiree.
- F. Admission to Extracurricular Activities: As a contracted benefit, all staff members will be entitled to receive free admission passes to attend with their family/household members all extracurricular activities within the District. These passes are not transferable. Staff members in attendance at an event should understand that they may be called upon to provide assistance if needed.

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### **ARTICLE VII: PROFESSIONAL GROWTH FUND**

- A. The District shall establish a Professional Growth Fund to provide for college credit courses (tuition, books, and fees) or workshops (registration fees and mileage). The fund will be in the amount of \$25,000 for 2015-2016, \$27,000 for 2016-2017, and \$30,000 for 2017-2018.
- B. In order for a teacher to qualify for professional growth reimbursement, the following procedure must be followed:
1. A professional growth plan shall be filed with the building principal for his/her approval. (A conference will be held prior to the plan being submitted.) The plan may be amended at any time during the school year with the approval of the building principal. The professional growth plan must be related to District goals and needs.
  2. A reimbursement request must be completed, approved by the principal, and submitted to the District office prior to the completion of the course and/or workshop except for summer expenses which must be submitted by the last working day of September. Teachers who resign their positions prior to filing a request for reimbursement shall not qualify for professional growth reimbursement for summer expense.
  3. Reimbursement will be made through the regular District reimbursement procedures for an amount up to \$500. On the final contract day in June, the professional growth fund balance shall be divided equally among teachers who have met the initial \$500 as stated in "A" of this Article. Teachers may not receive reimbursement for an amount greater than their actual expenditures for approved professional growth activities.
  4. The course and/or workshop must be related to the teacher's professional growth plan and be of benefit to the District.
  5. Professional growth plan and reimbursement forms may be obtained from the building office secretary.
  6. The District retains the right of approval of teacher professional growth plans and retains the right to determine compliance with these procedures.

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### ARTICLE VIII: PAYROLL DEDUCTIONS

- A. Any teacher who is a member of the Association or who has applied for membership may sign and deliver personally or through the Association to the Superintendent an assignment authorizing deductions of membership dues in the United Teaching Profession (i.e. local, OEA/NEA). Such authorization shall continue in effect from year to year, unless revoked in writing as hereinafter provided. Deductions for teachers who join the Association after the commencement of the school year shall be appropriately pro-rated so that payments will be completed by the following September.
- B. Student Educational Incentives: Since non-union members reap the benefits of the work of the Dayton Education Association (DEA) members, these non-members will have a monthly deduction from their paychecks of thirty dollars (\$30), based on 1.0 FTE. One-half (\$15) will go to the DEA Scholarship Fund, and half (\$15) will go to the ABC-Dayton Education Foundation.
- C. Withdrawing the payroll deduction for such dues may be accomplished by writing a letter to the office of the Superintendent and delivered prior to the fifteenth of September of any year.
- D. The Association agrees to advise the Superintendent promptly of all members of the Association in good standing from time to time, and to furnish any other information needed by the Superintendent to fulfill the provisions of the Article, and not otherwise available to the District.
- E. Voluntary Deductions:
  - 1. Upon appropriate written request from the teacher, the District shall deduct from the salary of any teacher and make appropriate remittance for the following approved deductions; OEA Choice Program, United Way, ABC-Dayton Education Foundation, and OnPoint Community Credit Union.
  - 2. In addition, the District shall perform the same service for regular teachers for any insurance plans offered exclusively by the Association for the regular teachers, within the mechanical limits of the District's account system.
  - 3. Employees may participate only in 403(b) tax-deferred plans that comply with all applicable IRS regulations by providers who enter into an information sharing agreement with the District and/or the District's Third Party Administrator. Employees with established tax deferred accounts may continue contributions to their existing account without regard to a minimum number of participants as long as the provider meets the information sharing requirements noted above.

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**ARTICLE IX: TRAVEL EXPENSE**

Teachers required to drive their personal automobiles for field trips or other business of the District, approved by the school administration, shall receive reimbursement at the District approved rate per mile.



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**ARTICLE X: TEACHER EVALUATIONS**

**A. Personnel File:**

1. Teachers will have the right, upon request, to review the content of their personnel file and to make a copy of any documents contained therein. A teacher will be entitled to have a representative of the Association accompany the teacher during such review.
2. No evaluation, disciplinary action, or complaint will be placed in the personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that she/he has had the opportunity to review the material by affixing her/his signature to the copy to be filed. The teacher will also have the right to submit a written statement in response to such material, and her/his statement will be reviewed by the District superintendent and attached to the file copy.
3. Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it will not establish a separate "confidential" file.

**B. Complaint:** Any complaint regarding a teacher made to any member of the administration by any parent, student, or other person which is used in any manner in evaluating a teacher will be investigated and called to the attention of the teacher. The teacher will be given an opportunity to respond to and/or rebut such complaint.

**C. Discipline:** No teacher will be disciplined without just cause. This provision does not apply to retention or non-retention in extra-duty assignments. Further more, this provision does not apply to the dismissal or non-extension of contract teachers, it being the intent of the parties that dismissal of a contract teacher shall be covered solely by the Fair Dismissal Law (ORS 342.865 - 342.910). Additionally, this provision shall not apply to the dismissal of a probationary teacher or the non-renewal of a probationary teacher's contract, it being the intent of the parties that dismissal and non-renewals of probationary teachers shall be governed solely by the provision of ORS 342.835.

**D. Extra Duty:** The District will give notice of known extra duty assignments by the end of the school year for the following school year.

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### ARTICLE XI: VACANCIES, PROMOTIONS, AND TRANSFERS

The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers.

#### A. **Voluntary Transfers:**

1. No later than April 15 of each school year, the Superintendent shall post in the District buildings a list of the known vacancies which will occur during the following school year. An updated list will be posted as new vacancies occur and as vacancies are filled.
2. Teachers who desire to fill the above vacancies may file a written statement of such desire with the Superintendent no later than the closing date of applications.
3. Teachers wishing to be notified of vacancies in the system during the summer will notify the superintendent of their interest in writing, during the last week of school and shall include a summer address. If such a particular vacancy should occur, the teacher having expressed an interest in such vacancy will be notified by mail or by phone. The teacher so notified shall have the responsibility of contacting the District office indicating his/her interest in said position within three (3) days of said notification.

#### B. **Involuntary transfers:**

1. When a teacher is involuntarily transferred, he/she will have the opportunity to make known to the appropriate administrators his/her wishes regarding a new assignment.
2. Notice of an involuntary transfer will be given to the teacher as soon as possible. Only in cases of extenuating or changing circumstances will the teacher not be notified by the end of the previous school year of an involuntary transfer for the ensuing school year.
3. Teachers being involuntarily transferred will be informed of appropriate vacancies known at the time the transfer decision is being made. Teachers will be able to indicate their preference of assignment. The teacher being involuntarily transferred will be allowed to visit the new assignment prior to transfer.

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**ARTICLE XII: ASSOCIATION RIGHTS AND PRIVILEGES**

- A. **Information:** Upon request, the Board agrees to furnish to the Association, public, non-confidential information necessary for its functioning as the exclusive bargaining representative.
- B. **Released Time for Meetings:** Whenever any representative of the Association or any teacher is required by the District to participate during working hours in negotiations, or grievance proceedings, on the local level, he shall suffer no loss in pay.
- C. **Use of School Buildings:** The Association and its representatives shall have the right of access to school buildings for meetings, provided there is no interference with the regular school program and the use is cleared with the principal of the building involved and a custodian is on duty, or by other administrative arrangement.
- D. **Use of School Equipment:** The Association shall have the right to use school facilities and equipment, including typewriters, computers, copy machines, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incidental to such use.
- E. **Bulletin Boards:** The Association shall have use of bulletin board space in the staff room at each school.
- F. **Mail Facilities and Mail Boxes:** The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary. The communications are to be labeled as Association materials and contain the name of the association official. This provision is subject to Postal Service regulations.
- G. **Right to Speak at Meetings:** Upon advance request, an Association representative has the right to make brief announcements during any faculty or professional meeting. The Association shall have the opportunity to suggest items for the meeting. Any discussion time will be at the discretion of administration.
- H. **School Board Meetings:** The Association shall have an opportunity to suggest items for the agenda. Suggested items will be presented to the Superintendent at least a week prior to the Board Meeting.
- I. **Board Policy Revision:** The Association or teacher(s) shall be able to consult with the Board on any fiscal, budgetary or tax programs, construction programs, considered or proposed annexation or consolidation, or revisions of educational policy which are proposed or are under consideration. The Association or teacher(s) shall be able to make recommendations with respect to these matters prior to their adoption.

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### ARTICLE XIII: LEAVES

- A. **Sick Leave:** The District will provide each teacher at least ten (10) days or one (1) day per month sick leave each year, whichever is greater, in accordance with ORS 332.507. Employees working less than full-time shall receive sick leave on a prorated basis.
- B. **Family Leave:** Teachers may take up to ten (10) days of accrued sick leave per year to be used for an injury/illness in the teacher's family, to include spouse, partner, children, parents, parents-in-law, brothers, sisters, grandparents, grandchildren, former legal guardians, or any other individuals residing in the teacher's household. Additional days may be granted by the Superintendent.
- C. **Personal/Emergency Leave:**
1. Each teacher may use three (3) contract days per year (non-accrued) for personal, legal, business, household, family, or emergency matters which require absence during school hours, pro-rated for job share or part-time teachers. No specific reason is required. To the extent feasible, such leave must be requested in writing at least twenty-four (24) hours in advance and be approved by the administration. Personal/Emergency leave shall not be used to extend a vacation or holiday period without prior approval of the administration.
  2. At the end of the fiscal year, each teacher will be paid one hundred dollars (\$100) proportionate to the teacher's FTE for each of the three (3) personal/emergency leave days not used.
- D. **Bereavement Leave:** All teachers shall be granted bereavement leave for up to three (3) occurrences during the school year, at a rate of three (3) days per occurrence, non-accrued, for the death of a relative or friend. Additional days may be granted by the Superintendent using other available leave. Bereavement leave benefits under the District shall run concurrently with bereavement leave provided under state law FMLA/OFLA. OFLA guidelines will be followed including definition of family member, time lines, and eligibility. Family members are defined under OFLA to include the employee's spouse, same-sex domestic partner, child, parent, parent-in-law, grandparent, or grandchild, or the same relations of an employee's same-sex domestic partner or spouse. Leave will be deducted from the employee's leave if available; otherwise it will be unpaid leave.
- E. **Unpaid Leave:**
1. The District will comply with all provisions of the Family and Medical Leave Act under both the Federal and State laws.
  2. Additional, unpaid leave may be granted at the discretion of the Superintendent. Such leave must be approved in advance.

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- F. **Association Leave:** A teacher who desires to attend one professional meeting during the school year may do so with pay, arranging for a substitute at least one week in advance. Dayton Education Association shall reimburse the District for the substitute expenses.
  
- H. **School Closure:** Teacher attendance shall not be required when students are excused because of inclement weather. On such days, teacher salaries will not be reduced; provided however, that all such days may be made up at the discretion of the Board without any additional compensation.
  
- I. **Injury on Duty:** Absence due to a compensable injury as defined in ORS 656.015 (8) and incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave days. Provided the teacher consents, the District shall pay to such teacher the difference between the teacher's regular salary and the benefits received by the teacher under the Workers' Compensation Act, and this amount only will be charged to sick leave, pro-rata.

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**ARTICLE XIV: FUNDING**

- A. The parties recognize that revenue needed to fund the compensation provided by this Agreement must be approved by established budget procedures. The parties further recognize that the revenue received by the District is affected by circumstances outside the control of the District's Board of Directors.
  
- B. If, on the March State Department of Education estimate of state funding for Dayton School District for the upcoming year, the anticipated number of dollars of state support, adjusted for ADM, is less than 102% of the anticipated number of dollars of state support provided for the current year, then the District may reopen, no later than April 1, on salary and insurance only. The Association may reopen, no later than April 1, on insurance only, should the anticipated increase in premiums be 15 percent or greater. The expedited bargaining process in ORS 243.698 shall then apply.
  
- C. This Agreement does not guarantee any level of employment.
  
- D. Additionally, if the District closes its schools because of lack of funds, no member of the bargaining unit shall be entitled to any of the monetary benefits provided in this Agreement while the schools are closed. At the option of the District, individual teacher contracts may be modified to reflect such closure on a pro-rata basis of the per diem of the teacher's individual base salary for each day of such closure, including any holidays or in-service days occurring during such closure.

## DAYTON SCHOOL DISTRICT #8: Dayton Education Agreement 2015-2018

### ARTICLE XV: GRIEVANCE PROCEDURE

#### A. **Definitions:**

1. **Grievance:** A “grievance” is a claim by a teacher or the Association alleging a violation of this Agreement.
2. **Grievant:** A “grievant” is the person or persons or the Association making the claim.
3. **Party in Interest:** A “party in interest” is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. **Days:** “Days”, for the purpose of this procedure, shall be defined as regular District business days.

#### B. **Purpose:**

1. 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 teachers. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure. This provision is subject to the Public Meetings Law.
2. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to be present at such adjustment and to state its views.

#### C. **Procedure:**

1. **Time Limits:** Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement.
2. **Failure to Pursue or Respond:** If the grievant(s) fail(s) to pursue the grievance in accordance with the procedures and timelines herein provided, the grievance will be deemed dropped. If the District fails to respond to a grievance in accordance with the timelines herein provided, the grievance will be deemed denied at that level, thus allowing the grievant to appeal to the next level.

## DAYTON SCHOOL DISTRICT #8: Dayton Education Agreement 2015-2018

3. **Level One - Principal or Intermediate Supervisor:** A teacher with a grievance shall first discuss it with the principal or immediate supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally. Such a discussion must be initiated by the grievant or the Association within ten (10) days of the occurrence of the alleged contract violation, or the matter may not be processed through the grievance procedure.
4. **Level Two - Superintendent:** If the grievant is not satisfied with the disposition of the grievance at Level One, within ten (10) days of receiving the Level One response, the grievant or the Association may appeal that decision to the Superintendent. The Superintendent shall have ten (10) days to render a decision.
5. **Level Three - School Board:** If the grievant is not satisfied with disposition of the grievance at Level Two, within ten (10) days of receiving the Superintendent's response, the grievant or the Association may submit the grievance to the School Board. If submitted, the School Board will render a decision on the grievance within twenty (20) days from receipt of it.
6. **Level Four - Arbitration:**
  - a. If the grievant is not satisfied with the disposition of his grievance at Level Three, she/he may, within fifteen (15) days after the grievance was decided by the School Board, request in writing that the grievance be submitted to arbitration. Such demand requires the approval of the Association.
  - b. Within ten (10) days after such written notice of submission to arbitration, the Board and the association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Oregon Employment Relations Board by either party.
  - c. The arbitrator shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue a decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted.
  - d. The arbitrator's decision shall be in writing 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 violative of the terms of this Agreement. The arbitrator shall have no authority to substitute his judgment for that of the District. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.



## DAYTON SCHOOL DISTRICT #8: Dayton Education Agreement 2015-2018

- e. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

### D. **Right of Teachers to Representation:**

1. **Teacher and Association:** The grievant may be represented at all stages of the grievance procedures by themselves, or, at their option, by a representative selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
2. **Reprisals:** No reprisals of any kind shall be taken by the Board, by any member of the administration, or by the grievant and the Association against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

### E. **Miscellaneous:**

1. **Group Grievance:** If a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.
2. **Written Decisions:** Decisions rendered at Level One which are unsatisfactory to the grievant and all decisions rendered at Level Two, Three, and Four of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Four shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section C, paragraph 6 (c) of this Article.
3. **Forms:** Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
4. **Meetings and Hearings:** All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article. This provision is subject to the Public Meeting Law.

**DAYTON SCHOOL DISTRICT #8: Dayton Education Agreement 2015-2018**

**ARTICLE XVI: RIGHTS OF PROFESSIONAL EMPLOYEES**

- A. **Organizing:** Teachers shall have the right to organize, join and assist the Association to participate in professional negotiations with the Board through representatives of their choosing, and to engage in other activities, individually or in concert, for the purpose of establishing, maintaining, protecting or improving conditions of professional service and the quality of the educational program.
  
- B. **Required Meetings or Hearings:** Whenever any professional employee is requested to appear before the Superintendent, Board or any committee or member thereof, concerning possible termination of that employee in his/her position or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association or legal counsel present to advise him/her and represent him/her during such meeting or interview.
  
- C. **Evaluation of Students:** The teacher shall maintain the right and responsibility to determine grades and other evaluation of students. No grade or evaluation shall be changed without prior discussion with the teacher or teachers involved. Teachers will follow District policy and procedures in grading.
  
- D. **Association Identification:** No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

**DAYTON SCHOOL DISTRICT #8: Dayton Education Agreement 2015-2018**

**ARTICLE XVII: MISCELLANEOUS PROVISIONS**

- A. **Separability:** If any provision of this agreement or any application of this Agreement to any employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
  
- B. In cases of conflict between the provisions of this Agreement and the provisions of any individual teacher contract, the provisions of this Agreement shall prevail.
  
- C. The District may initiate contact with the Association President about personnel matters.

**DAYTON SCHOOL DISTRICT #8: Dayton Education Agreement 2015-2018**

**ARTICLE XVIII: STRIKES**

- A. During term of this Agreement, the Association and the members of the bargaining unit will not negotiate, cause, permit, or participate, or join in any strike, work stoppage, or slowdown involving any dispute between the Association and the District. Participation in any of the above prohibited activities will be sufficient cause for disciplinary action, including discharge.
  
- B. There will be no lockout of members of the bargaining unit by the District as a consequence of any dispute arising between the District and the Association during the term of this Agreement.

## DAYTON SCHOOL DISTRICT #8: Dayton Education Agreement 2015-2018

### ARTICLE XIX: TERMS OF AGREEMENT

- A. In the event this Agreement has not been received, modified or extended by the date on which it would have otherwise terminated, status quo conditions shall continue in effect until either party gives the other ten (10) days written notice terminating such conditions.
- B. Subject to any specifically stated implementation dates, the economic provisions of this Agreement shall be effective July 1, 2015. This Agreement shall remain in full force and effect through June 30, 2018.
- C. 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 any subject or matter appropriate for collective bargaining, and that understandings and agreements carried at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter even though such subjects of matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the District's direction and control. (This provision is intended to be given effect by arbitrators and the employment Relations Board; it is not intended as mere boilerplate.)
- D. This Agreement shall automatically be renewed from year-to-year and shall be binding for additional periods of one year unless either the District or the Association gives written notice to the other not later than January 1 next prior to the aforesaid expiration date of the Agreement of its desire to modify the Agreement for a successive term or to terminate the Agreement.
- E. All parties will be held harmless against litigation of any financial matters set forth in this contract.

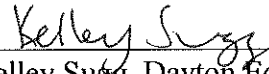
**DAYTON SCHOOL DISTRICT #8: Dayton Education Agreement 2015-2018**

**ARTICLE XX: EXECUTION**

Executed this 14<sup>th</sup> day of July, 2015, at Dayton, Oregon by the undersigned officers, by the authority of and on behalf of the Dayton Board of Education and the Dayton Education Association, and it shall be in effect from the date of ratification through June 30, 2018.

  
\_\_\_\_\_  
Board of Education Chairman

7/14/15  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Kelley Sugg, Dayton Education Association President

7/13/15  
\_\_\_\_\_  
Date

DAYTON SCHOOL DISTRICT #8: Dayton Education Agreement 2015-2018

APPENDIX A

TEACHER SALARY SCHEDULE  
2015-2016

Step	BA	BA+23	BA+45	BA+68 MA	MA+24	MA+45
0	\$ 35,828	\$ 37,261	\$ 38,694	\$ 40,127	\$ 41,560	\$ 42,994
1	\$ 37,261	\$ 38,694	\$ 40,127	\$ 41,560	\$ 42,994	\$ 44,427
2	\$ 38,694	\$ 40,127	\$ 41,560	\$ 42,994	\$ 44,427	\$ 45,860
3	\$ 40,127	\$ 41,560	\$ 42,994	\$ 44,427	\$ 45,860	\$ 47,293
4	\$ 41,560	\$ 42,994	\$ 44,427	\$ 45,860	\$ 47,293	\$ 48,726
5	\$ 42,994	\$ 44,427	\$ 45,860	\$ 47,293	\$ 48,726	\$ 50,159
6	\$ 44,427	\$ 45,860	\$ 47,293	\$ 48,726	\$ 50,159	\$ 51,592
7	\$ 45,860	\$ 47,293	\$ 48,726	\$ 50,159	\$ 51,592	\$ 53,025
8	\$ 47,293	\$ 48,726	\$ 50,159	\$ 51,592	\$ 53,025	\$ 54,459
9	\$ 48,726	\$ 50,159	\$ 51,592	\$ 53,025	\$ 54,459	\$ 55,892
10	\$ 50,159	\$ 51,592	\$ 53,025	\$ 54,459	\$ 55,892	\$ 57,325
11		\$ 53,025	\$ 54,459	\$ 55,892	\$ 57,325	\$ 58,758
12		\$ 54,459	\$ 55,892	\$ 57,325	\$ 58,758	\$ 60,191
13			\$ 57,325	\$ 58,758	\$ 60,191	\$ 61,624
14			\$ 58,758	\$ 60,191	\$ 61,624	\$ 63,057
15			\$ 60,191	\$ 61,624	\$ 63,057	\$ 64,490
16			\$ 61,624	\$ 63,057	\$ 64,490	\$ 65,924
17				\$ 64,490	\$ 65,924	\$ 67,357
18				\$ 65,924	\$ 67,357	\$ 68,790
19					\$ 68,790	\$ 70,223
20					\$ 70,223	\$ 71,656
21						\$ 73,089

\*"Hours" to mean approved graduate quarter hours earned subsequent to the degree.

**DAYTON SCHOOL DISTRICT #8: Dayton Education Agreement 2015-2018**

**APPENDIX B**

**PREMIUM PAY  
2015-2016**

<b>ACTIVITY</b>		
The following extra duty positions will be paid at the percentage of base pay as follows:		
Appendix A		2015-2016 \$ 35,828
	<b>Percentage</b>	<b>2015-2016</b>
<b>Athletic Season and/or Annual Extra-Duty Contracts</b>		
Athletic Director	24.00%	\$ 8,599
Head High School Coach	11.00%	\$ 3,941
HS Student Council	10.00%	\$ 3,583
Asst Head Coach	9.50%	\$ 3,404
FFA	8.75%	\$ 3,135
HS JV Coach	8.00%	\$ 2,866
HS Rally Per Season	6.50%	\$ 2,329
JH Student Council	7.00%	\$ 2,508
HS Instrumental	6.50%	\$ 2,329
JH Coach	5.00%	\$ 1,791
HS Choir; Yearbook	4.50%	\$ 1,612
HS Dance Team (per season)	4.50%	\$ 1,612
Dramatics (per play)	2.17%	\$ 777
HS Class/Club Activity Advisor	2.00%	\$ 717
State Playoff Participation for Head/Asst HS Coaches, Athletic Director	1.00%	\$ 358
Outdoor Education (ea); Elementary Program Advisor (ea)	0.75%	\$ 269
HS Game Duty (per evening/event, i.e. JV & Var BB/VB or FB)	0.096%	\$ 34.39
Junior High Game Duty (per event, FB, VB, BB)	0.075%	\$ 26.87
<b>Other Activities/Duty Assignments</b>		
Licensed Class Coverage per period		\$ 30.00
Licensed @ state hourly sub rate (2015-2016 at \$173.76/7.5 = \$23.17) (i.e. Hourly tutoring, detention, summer school, grants, etc.)		\$ 23.17
GR@D at MA Step 0 Hourly Rate (\$40,127/190=\$211.19/7.5)		\$ 28.16



APPENDIX C

**Schedule of Due Dates**

- September 1 Completion date for graduate level coursework.
- September 10 Teachers notify the District of additional coursework or degrees completed.
- September 30 Teachers submit reimbursement request for approved coursework completed during the summer (submit by last working day of the month).
- October 10 Teachers provide official transcripts to the District for additional coursework completed.
- January 1 Association notifies District of intent to bargain.
- March 1 Teachers submit written new/renewal of job share requests to the District.
- March 15 Teachers notify District of anticipated National Certification completion.
- March 15 District issues contract extensions or renewal/non-renewal of contracts.
- April 15 Teachers return contracts to District.
- April 15 District notifies teachers of decisions regarding job share requests.
- April 15 Teachers notify District of intent for early retirement.
- April 15 District posts list of known vacancies for the coming year.
- June On the final contract day in June, District will reimburse teachers for approved activities, based on remaining professional growth funds.