

COLLECTIVE BARGAINING AGREEMENT

Between

LANE UNIFIED BARGAINING COUNCIL

and

CRESWELL SCHOOL DISTRICT 40



July 1, 2022 through June 30, 2024

Table of Contents

Preamble	1
Article 1 Recognition	2
Article 2 Grievance Procedure	3
Article 3 Labor Management Committee	4
Article 4 District Rights	6
Article 5 Association Rights.....	8
Article 6 Employee Rights	10
Article 7 Personnel Files	14
Article 8 Complaint Procedure.....	15
Article 9 Evaluation.....	17
Article 10 Layoff and Recall.....	18
Article 11 Work Load.....	22
Article 12 Assignments/Vacancies/Transfers	27
Article 13 District Committees.....	29
Article 14 Distance Learning	30
Article 15 Health Services.....	31
Article 16 Compensation.....	32
Article 17 Paid Leaves.....	40
Article 18 Unpaid Leaves.....	44
Article 19 General Provisions	49
Article 20 Term of Agreement.....	51
Appendix A-1 2022-2023 Salary Schedule.....	52
Appendix A-2 2023-2024 Salary Schedule.....	53
Appendix B Extra Duty Salaries	54
Appendix C Grievance Form	58

Preamble

This Agreement is entered into between the Board of Education, on behalf of the Creswell School District 40, Lane County, Oregon, herein referred to as the "Board" or "District" and the Lane Unified Bargaining Council/CEA/NEA/OEA, herein referred to as the "Association".

Article 1 Recognition

- A. The Board recognizes the Association as the exclusive bargaining representative on wages, hours, and conditions of employment for all licensed teaching personnel employed by the District.
- B. Supervisors, including principals, vice-principals, confidential employees, temporary, and substitute employees are specifically excluded from the Bargaining Unit.
- C. Temporary employee, as defined by Board Policy GAA, "Personnel: Definitions," "is any teacher employed to fill a position designated as temporary or experimental or to fill a vacancy that occurs after the opening of school because of unanticipated enrollment or the death, disability, retirement, resignation, contract non-extension or dismissal of a contract or every teacher." Temporary employees may work through the end of the school year in which they were hired. Temporary employees shall not accrue seniority, and Article 10 - Layoff and Recall - shall not apply to such employees. However, if the District subsequently hires a temporary employee as a probationary teacher without a break in service, then the teacher's seniority date shall be the original date of hire (1st day worked on a continuous service).
- D. If the District should need to sub-contract any Special Education services, the District will bring the topic to the Labor Management Committee for discussion and resolution.

Article 2 Grievance Procedure

The Grievance Procedure for teachers is attached as Appendix C, and by this reference made a part of this Agreement.

Article 3 Labor Management Committee

- A. Not later than October 15 of each contract year, the parties agree to establish a Labor Management Committee.

- B. The purpose of this Committee will be to discuss and, if possible, resolve issues that may arise from time to time as regards the implementation and interpretation of this Agreement, as well as other matters that bear on the roles of the District as Management and the Association as an employee advocate and educational organization. Another avowed purpose shall be the enhancement of the quantity and quality of communication between the parties. Specific examples of issues to be discussed include the following:
 - 1. The increasing amount of student assessment data collection while maintaining high student contact time;
 - 2. Professional development programs and their impact on Association members during the working year/hours;
 - 3. Language regarding "approved" committees (with the intent to clarify the language);
 - 4. A sick leave bank to the mutual benefit of the Association and District (subject to Association and Board ratification);
 - 5. The impact Of The Elementary and Secondary Education Act (ESEA) legislation and recommend how the District should address adverse conditions on Association members;
 - 6. A Retirement Incentive Review to discuss and possibly suggest options converting the retirement incentive to a 403 (b) or similar plan;
 - 7. The supply provision language.

- C. The Labor Management Committee shall establish its own meeting schedule with at least one (1) scheduled meeting per quarter. Additional meetings may be scheduled upon request of either party. The date and time of additional meetings shall be set by mutual agreement, but shall be scheduled within two (2) weeks of said request, unless both parties agree otherwise. During the employees' summer hiatus, requests for meetings will be honored upon the availability of both parties, but no later than two (2) weeks into the new employee work year. If an emergency should arrive during the employee summer hiatus, at a time

when Committee members are not available, the designated representatives of the parties (Superintendent or School Board and Local President/LUBC) shall be authorized to act in place of the Committee.

- D. While the Committee may be asked to deal with certain matters, including potential grievances, it is not the purpose of the Committee to circumvent other established procedures. If grievances are referred to the Committee, it is expressly understood and agreed that timelines for such matters will be held in abeyance while they are under discussions before the Committee and that no waiver of rights to pursue such matters is implied nor to be inferred.
- E.
1. The Committee shall be comprised of members from the District and the Association. Each party shall be responsible for appointing its own members. The Association retains the right to have an equal number of representatives, as there are District representatives on the Committee.
 2. Decisions of the Committee are to be made using the consensus model used in the non-traditional bargaining model.
 3. If meetings Of the Committee are held during the regular school day, release time will be provided at no cost to the Association under HB 2016. Meetings may be scheduled during the work day when members are not engaged in classroom instruction.
- F. Any recommendations reached by the Committee which do, or may, impact the provisions of this Agreement shall be subject to the ratification procedures established by the parties respectively to include Board ratification prior to the decision taking effect.

Article 4 District Rights

- A. It is recognized that the Board has and will continue to retain the rights and responsibilities to operate and manage the school system and its programs, facilities, properties, and activities.

- B. Without limiting the generality of the foregoing (Paragraph A), it is expressly recognized that the Board's operational and managerial responsibility includes:
 - 1. The right to determine location of the schools and other facilities of the school system;
 - 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 the management, supervisory, or administrative organization of each school or facility in the system and the selection of the employees for promotion to supervisory, management, or administrative positions;
 - 4. The maintenance, control, and use of the school system properties and facilities;
 - 5. The right to enforce policies, rules, and regulations now in effect and to establish new policies, rules, and regulations from time to time, not in conflict with this Agreement;
 - 6. The direction and arrangement of all the working forces in the system, including the right to hire, suspend, discharge, or discipline employees;
 - 7. The creation, combination, modification, or elimination of any employee position;
 - 8. The determination of the size of the working force, the allocation and assignment of work to employees, the determination of policies affecting the selection of employees, and the establishment of quality standards and judgments of employee performance;

9. The approval and authorization of the processes, techniques, methods, and means of teaching and the subjects to be taught;
10. The right to schedule classes and assign workloads and to approve and authorize textbooks, employee aides, and materials.

Nothing in the Agreement shall limit, in any way, the District's contracting of work, nor require the District to continue in existence any of its present programs in their present form and/or location, or on any other basis.

Article 5 Association Rights

- A. The Association shall have the right to conduct meetings at employee work locations before, during or after regular work hours, during meal periods, and during any other break periods. The Association shall have the right to select the time and place of meetings, provided that the meetings do not interfere with the District's operations. The Association shall have the right to conduct meetings without undue interference.
- B. The Association may post Association materials on bulletin boards located in the faculty rooms and work rooms.
- C. The Association may use employee mailboxes and intra-District mail for communications.
- D. The Association or its representative may be allowed to use District communication equipment and supplies at all reasonable times, provided that it does not interrupt classes or other normal school operations. The Association shall pay for the cost of any supplies incidental to such use.
- E. The District retains its customary administrative right to withdraw or restrict any employee policy or Contract privilege of use of school materials and property, if the privilege has been abused.
- F. The Board agrees to furnish to the Association, in response to reasonable requests, information that is of a public nature and/or required by law for the Association to function as bargaining representative. The District may charge reasonable costs for information provided.
- G. Upon prior notification, the Association shall be granted ten minutes for conducting Of Association business at faculty meetings.
- H. When the Association representatives and the Superintendent agree that representatives of the Association, or any employees, will participate during working hours in negotiations, grievance proceedings, or conferences, the employee shall suffer no loss in pay.
- I. Up to six (6) leave days are allowed during non-bargaining years and up to twelve (12) leave days are allowed during bargaining years at the discretion of the Association President, for Association business. The Association shall reimburse the District for the cost of any substitutes required.
- J. Employees have the right to join the Association, but membership in the Association shall not be required as a condition of employment. The District will advise all newly employed

personnel at the time of their employment that the Association is their exclusive bargaining representative.

K. The Association shall have the right to meet with new employees for up to one (1) hour during the New Employee Orientation. If the district does not have a New Employee Orientation, the Association may meet with all new hires for up to one (1) hour during the workday within 30 days after hire without loss of pay or benefits.

L. Association Dues.

1. The District will deduct dues, fees, and any other assessments or authorized deductions to the Association in accordance with the payroll-deduction authorizations signed by members and provided to the Association. The Association will provide the employer with a list identifying the employees who have signed such authorizations and the authorized deduction amounts. The District shall rely on the list to make the authorized deductions and to remit payment to the Association.
2. In August, December and April, the District shall provide to the OEA Membership Specialist an editable Excel-compatible database of each employee in the bargaining unit (both active members and non-members) that includes the employee ID, date of hire, FTE, classification, position and subject, worksite, annual salary, home address, home, work and cell phone numbers (if available), and personal and work email addresses, dues deductions schedules. Whenever a new employee is hired into the bargaining unit, the District shall provide the above information within ten (10) days of hire.
3. The District shall promptly notify the OEA Membership Specialist whenever an employee in the bargaining unit is placed on an unpaid leave of absence, retires, is laid off, resigns, or changes their name.

Article 6 Employee Rights

A. Representation Rights.

1. An employee may request to be accompanied by an Association representative of his/her choosing in any meeting with District administrative personnel, if the employee has reason to believe that the results of such meeting may impact his/her employment status or lead to disciplinary action.
2. The District agrees that upon the request of an employee for a representative, the District will postpone the conference or meeting for up to 24 hours, to allow such representative to be present.
3. Advance, written notice of a meeting with an administrator (including notice of the employee's right to representation) shall be given to an employee in the following cases:
 - a. A meeting at which an administrator intends to impose discipline; or
 - b. A meeting at which an administrator intends to discuss issues that the administrator believes could lead to discipline (as defined in Article 6, Section B).
4. It is not the intent of these provisions to require an administrator to provide notice regarding all work-related meetings nor to prevent an administrator from meeting with individual employees regarding general work-related subjects.

Meetings related solely to performance shall not be subject to the advance notice requirement.

B. Just Cause.

1. No contract employee shall be reprimanded in writing, reduced in basic compensation, suspended without pay, non-extended in the second (2nd) year of their 2-year contract, or dismissed without just cause.
2. It is expressly agreed that any contract employee who is dismissed, upon the recommendation of the Superintendent and action by the District Board of Directors, shall have the option of using the Fair Dismissal Appeals process outlined in ORS 342.835 et. seq., or to final and binding arbitration under the procedure outlined in Article 2 of this Agreement, with the arbitrator using the

Just Cause standard of this Agreement in reaching his/her opinion and award.

- a. Such employee shall declare his/her option within fifteen (15) workdays of the District's decision to dismiss. Once the declaration has been made, it cannot be changed, except by mutual agreement of the employee and the District Board of Directors.
- b. If a dismissed employee opts for the Grievance Procedure of this Agreement, the process will be amended to begin at the Superintendent's Level and a Board Level Hearing will be inserted into the Procedure to allow the Board of Directors to deal with the matter before it may be processed to final and binding arbitration.
- c. The parties agree that if the employee chooses the grievance option that the following provisions Will be limitations on any remedy ordered by the arbitrator:
 - i. The arbitrator may order the employee reinstated;
 - ii. The arbitrator may award back pay when appropriate;
 - iii. The arbitrator may not order front pay or compensatory damages;
 - iv. The arbitrator will not technically construe, and any alleged error or unfairness in a program of assistance for improvement shall not cause the overturning of a dismissal, non-extension of contract, nonrenewal of contract, or other disciplinary actions unless the employee suffered a substantial and prejudicial impairment in the teacher's ability to comply with school district standards.

C. Organizing.

Employees shall have the right to organize, join, and assist the Association to participate in professional negotiations with the Board through the Association 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.

D. Non-Discrimination.

The District will adhere to all state and federal laws regarding nondiscrimination.

E. Personal Life.

The personal life of an employee is not an appropriate concern for attention of the Board, unless it is subject to grounds for dismissal under the Accountability for Schools for the 21st Century.

F. Academic Freedom.

When an employee becomes involved in a dispute relating to the presentation of controversial materials or ideas, the District shall determine if the employee was acting within established District policies. Upon such affirmative determination by the District, the Board shall support the employee and the Superintendent and the School District's legal counsel shall, upon request, give advice and counsel to the employee involved. The School District's legal counsel shall be obligated, officially, to represent the employee in any subsequent proceedings, at the employee's option.

G. Criticism.

If any employee believes that his/her supervisor or administrator has inappropriately criticized him/her in the presence of students, parents, or other employees, the employee will comply with the following procedure:

Step I.

An employee must first discuss the situation with the immediate supervisor or administrator who the employee believes inappropriately criticized him/her;

Step II.

If no resolution is reached at that level, the employee may discuss the matter with the Superintendent;

Step III.

If the problem is not resolved at Step II, the employee may discuss the situation with the Board at the next available Board meeting. The resolution of the Board will be final and binding;

Step IV.

If the situation involves the Superintendent, then the employee may discuss the situation with the Board, after completing Step I.

Failure to follow this process can result in a grievance. The only issue subject to the Grievance Procedure is whether or not the procedure established above was followed. The Board's decision will be final and binding on the parties and not subject to review through arbitration or statutory administrative hearings.

H. Safety.

If a state and/or federal law require employees and/or students to use safety equipment in carrying out work and/or classroom assignments, the District shall supply such equipment and maintain the equipment in accordance with the state and/or federal guidelines.

I. Student Discipline.

1. Employees shall be informed, annually, of the District policies regarding student discipline.
2. Annually, employees will be given copies of said standards and procedures. Administrators and staff shall work cooperatively to ensure uniform enforcement of building discipline standards.
3. When, in the judgment of an employee, a student is seriously disrupting the instructor's program or related educational activity to the detriment of others, the employee may temporarily remove the student from such program or activity, unless such removal is contrary to state and/or federal law. The employee will contact an administrator/supervisor for removing the student. The administrator/supervisor will notify the employee of the behavior/re-entry plan prior to returning the student to the learning environment with their peers.
4. An employee who decides to exclude a student from a program or activity is responsible for ensuring that the student has adequate supervision.

J. Drug and Alcohol Policy.

1. Bargaining Unit members shall be subject to the District's Drug and Alcohol Testing Policy, only when serving in a position supplemental to their basic contract. These positions shall include commercial vehicle driver.
2. Any action taken against a contract employee in his/her supplemental position, and based upon the District's Drug and Alcohol Policy, shall be subject to the Just Cause provisions of Article 6, Section B.

Article 7 Personnel Files

- A. The District shall maintain official personnel files for each employee.
- B. Employees will have the right, upon written request, to review the contents of their personnel files and to receive a copy of any documents contained therein. The District may charge a reasonable fee, if the employee requests a second copy of a document within six (6) months.
- C. The District agrees to protect the confidentiality of all personnel references, academic credentials, and other documents, in the above file, to the extent permitted by law.
- D. An employee may have a representative of the Association present with him/her to review his/her personnel file.
- E. No material, except academic transcripts, will be placed in his/her file, unless the employee has had the opportunity to review the materials and has had the opportunity to affix his/her signature to the copy to be filed, with such an understanding that his/her signature to the copy does not include agreement. If an employee refuses to sign a document, a third-party witness may sign to indicate that the employee received a copy of the document. An employee, then, shall have the opportunity to submit a written response to said material and the right to have that response included in his/her personnel file.
- F. No discipline action by the District concerning an employee will be based on a document, unless the document is recorded in the employee's file, as per Article 7, E.

Article 8 Complaint Procedure

A. Complaints.

This complaint procedure is intended to provide for handling written complaints. If a written complaint is made against an employee, the District shall be required to process said written complaint, as outlined below, if, and only if, the following circumstances apply:

1. the District intends to make a record of the written complaint in the employee's evaluation report; or
2. the District intends to place a record of the written complaint in the employee's personnel file or to take any other disciplinary action against the employee; or
3. in the District's judgment, the written complaint is sufficiently relevant to the employee's performance, as to require a conference.

B. Procedural Requirements.

Board Policies KL (Public Complaints) and KL-AR (Instructions for Filing a Complaint) shall be used for resolving complaints involving teachers. The District shall make the policies available on the District website.

C. Miscellaneous.

1. Any complaint which is not discussed with the employee or which is not processed, as described above, shall not be placed in the employee's personnel file; shall not be considered in the employee's evaluation; and shall not be used against the employee in any subsequent action by the District.
2. The employee has the right to representation at all meetings relating to this Procedure.
3. Any disciplinary action taken by the District, as a result of a complaint, shall be for just cause and may be appealed through the Grievance Procedure.
4. Only complaints which are signed by an adult and which the District determines are valid shall be placed in an employee's official personnel file.
5. This Complaint Procedure, but not the substance of a complaint, shall be subject to the Grievance Procedure.

6. This Complaint Procedure does not apply to harassment, discrimination, sexual misconduct, child abuse and other criminal complaints, to the extent that there is a conflict between this Article and the requirements of Board policy, state law or law enforcement's directives.

Article 9 Evaluation

A. Evaluation Procedure.

1. The Board shall adopt an evaluation process in accordance with SB 290 and/or the Accountability for Schools for the 21st Century Laws (ORS 342.805 through ORS 342-910) after consultation with the Association. The Board shall adopt any necessary modifications to the evaluation procedures after consultation by the Board with the Association. The Board may change the adopted evaluation procedure after consideration of recommendations from the joint evaluation committee.
2. At the beginning of the school year, a copy of the District's evaluation procedure, forms, and all relevant policies will be provided to each teacher.
3. Should an evaluation committee be seated, it will be comprised of an equal number of administrators appointed by the Superintendent and Association committee members appointed by the Association. The committee shall use a collaborative process and a consensus decision-making model for developing recommendations for Board consideration.

Article 10 Layoff and Recall

- A. Layoff in contract employee staff will not normally take place except for:
1. Inability of the District to provide funds to continue its educational program at its anticipated level;
 2. Elimination of classes due to decreased student enrollment;
 3. Reduction or elimination of courses due to District decisions.
- B. Layoff Procedure.
- The District shall determine when a layoff is necessary and which programs will be affected. However, the District agrees that such layoffs shall be implemented in accordance with the following procedure:
1. Whenever the Board determines that a layoff is necessary, it shall immediately notify the Association.
 2. Affected employees shall be notified at least thirty (30) calendar days prior to the effective date of the layoff. In the event of school closure due to lack of funds, however, the notice shall be ten (10) calendar days. When affected employees are notified, the District shall provide the Association with a copy of the seniority and layoff lists.
 3. Retention of employees will be in accordance with ORS 342.934 and the following criteria:
 - a. Seniority shall be defined as the length of current, continuous service to the District, measured from the first day of actual work. For the purposes of this Article, seniority shall not be broken by approved leaves of absence; if two employees start on the same day the District shall hold a drawing within one month of the starting date to determine relative seniority. The employees and Association shall be present at this drawing. The District shall maintain a current seniority list.
 - b. Cultural or linguistic expertise shall be defined in accordance with ORS 342.934(1)(b).
 - c. Temporary and probationary employees shall be reduced first.

- d. The District will transfer contract employees of courses scheduled for discontinuation to positions for which they apply and are qualified for under the following criteria:
 - i. The positions are open or held by temporary or probationary employees;
 - ii. The applicant is qualified and licensed with norms for the courses to be taught;
 - iii. The transfer allows the District to maintain the proportion of teachers to students with cultural or linguistic expertise compared to teachers without cultural or linguistic expertise.
 - iv. Competence may be considered only if the district desires to retain a less senior employee over a more senior employee.

C. Layoff Benefits

1. With the approval of the carrier, the District shall provide to laid off employees' insurance benefits, as established in this Agreement, for up to eighteen (18) months, provided that the employee reimburses the District in advance for the cost of the premiums for such coverage. If a layoff occurs during the school year, the District shall pay its Insurance Benefit pursuant to Article 16 for two additional months after the layoff becomes effective. This shall be in addition to coverage for the month of the layoff. If a layoff occurs in the last two months of the school year, the employee receives the remaining insurance benefit pursuant to Article 16.
2. Employees covered by this Article will be given consideration for substitute teaching; such substitute teaching will not affect employee recall rights.

D. Recall.

1. When any bargaining unit member is laid off, the District will recall bargaining unit members, using the same consideration set forth in the foregoing layoff provisions. In the absence of any of those considerations, the inverse order of layoff shall be followed.
2. The right to be recalled shall be continued for twenty-seven (27) months following the employee's last District duty day, unless the employee has resigned,

in writing, earlier, has signed an employee contract with another school district during the twenty-seven (27) month period, or failed to respond to a recall notice.

3. Notice of recall shall be sent via certified mail to the last address given to the District by the employee. The employee shall have fifteen (15) calendar days from the date the notice was mailed to notify the District of the employee's intent to return to the District.

The employee must, thereafter, report on the starting date specified by the District, provided that this shall not be less than twenty-five (25) calendar days from the date the notice was mailed.

Such failure to notify the District of intent to return, or to return to work, within these limits, shall be considered the resignation of the employee, and the employee shall lose all recall rights.

4. All benefits to which an employee was entitled at the time of layoff, including unused, accumulated sick leave, will be restored to the employee upon the employee's return to active employment. The only limitation on the District's obligation to restore an employee's benefits upon recall is when the benefit is no longer a part of the current Collective Bargaining Agreement. An employee must have completed at least one hundred and thirty-five (135) contract work days during one (1) school year, in order to be eligible for one (1) vertical step advancement the succeeding school year. If, because of layoff, an employee does not complete at least one hundred and thirty-five (35) contract work days that school year, he/she, when recalled, shall be placed on the same Salary Schedule step as he/she was prior to layoff.

E. Appeal Procedure.

Any "appeal" from the Board's decision on layoff or recall, pursuant to this Article, shall be resolved through expedited arbitration. The Association shall have ten (10) calendar days from the time the employee received written notice of layoff to request expedited arbitration. This request shall be in writing. The District and the Association shall, then, have ten (10) calendar days to select an arbitrator. Failing to do so, the Association and the District shall request a list of five (5) arbitrators from the Employment Relations Board (ERB). The parties will, then, select an arbitrator from that list who can hear the case within one (1) month.

The decision of the arbitrator will be final and binding on all interested parties, as long as the arbitrator's decision is within his/her jurisdiction. The arbitrator's jurisdiction is further restricted, as follows: the arbitrator is authorized to reverse the layoff or recall decision made by the District, only if the District:

1. Exceeded its jurisdiction;
2. Failed to follow the procedure applicable to the matter before it;
3. Made a finding or order not supported by substantial evidence in the whole record; or
4. Improperly construed the applicable law.

Any grievance based on this Article shall begin at Step Three (3) of the Grievance Procedure.

Article 11 Work Load

A. Calendar.

1. It is recognized that the Board has the responsibility to set the annual school calendar. Prior to adoption of the calendar, which shall have no more than 190 days, including five (5) paid holidays, a proposed calendar will be referred to the Association for review and recommendation before May 1. The five (5) paid holidays are: Labor Day, Veteran's Day, Martin Luther King Jr. Day, President's Day and Memorial Day.
2. For the duration of this Agreement, the October Statewide Inservice Day shall become a contract day. There shall be four (4) contract days at the beginning of the school year, before the students' year begins. Two (2) of these days are for building meetings and two (2) days are for teacher-directed classroom preparation. There shall be four (4) grading days per school year. The four (4) grading days shall be scheduled at the end of each grading period. Employees will be allowed to work from home on grading days. Employees who fail to submit grades by the agreed upon deadline will forfeit their ability to work from home and will report to their building for the remainder of the school year.
3. Each Elementary employee (K-5) shall be provided three additional non-student days at the end of the first grading period for the purpose of scheduling parent teacher conferences.
4. During the life of this Contract, should the District need to increase clock hour requirements to meet the minimum required by the state, such increases will be without additional compensation than otherwise contained herein.
5. Early Release Wednesdays:

Once students are dismissed on early release Wednesdays, one (1) early release Wednesday each month will be teacher-directed time for all employees.

B. Workday.

1. Regular building hours for employees shall be eight (8) hours per day, including the state required uninterrupted 30-minute paid lunch period. The Board shall determine the starting and dismissal times, which may vary from school to school. Work time during the employee day outside of teaching periods, allocated preparation periods, and lunchtime will be used for preparation and improvement of education for the students. Employees shall adhere to the daily schedule, unless timely notices for exceptions to shift the workday, that do not conflict with

scheduled obligations, are approved in advance by the Principal. If the employee is unable to shift the time within the same workday, then the employee may shift the time to the two (2) days before or the two (2) days after.

2. Association members recognize that their responsibility to students requires the performance of duties involving the expenditure of time beyond that of the student/standard schedule and shall be available for student and/or parent consultation, as well as other professional activities and responsibilities. Such activities shall include, but not be limited to, attendance at open house, parent conferencing, textbook and curriculum committee work, and concerts.

C. Emergency Closure.

1. When schools are closed because of inclement weather, ice, snow, or other emergencies, or hazardous conditions, employees shall not be required to report to work and will suffer no loss of pay or benefits.
2. When schools are dismissed early, due to emergency or hazardous conditions, employees shall be dismissed after the students have been dismissed and escorted to District provided transportation.
3. The District retains the right to reschedule lost student contact time. If student contact time is rescheduled, the employees shall be required to make up the lost time without additional compensation.

D. Preparation Time.

1. Elementary- Each fulltime employee shall receive a minimum of 275 minutes prep time during the regular teacher work week with 125 minutes of that being provided in 25-minute blocks during the student contact day. The additional 150 minutes will be provided in blocks of no less than 30 minutes. If an elementary teacher is required to attend an IEP meeting that interferes with the guaranteed prep time outside of the student contact time, that teacher will be compensated with flex time and will use flex time according to the building-wide procedures.
2. Middle School- Each fulltime employee shall receive the equivalent of five periods per regular work week during student contact time at the mid-level for preparation. Such time shall be provided in blocks of not less than 30 minutes. An additional 50 minutes will be provided in blocks of no less than 25 minutes outside of student contact time.

3. High School- Each fulltime employee shall receive the equivalent of five periods per regular work week during student contact time at the high school-level for preparation. Such time shall be provided in blocks of not less than 30 minutes. An additional 50 minutes will be provided in blocks of no less than 25 minutes outside of student contact time.

E. Class Size and Caseload

1. Grades K-12

The District and Association recognize that smaller class sizes are ideal, but understand that a greater number of students is more realistic.

Additional Support

Whenever possible, additional support will be offered when class size and caseload number goals are exceeded with the following:

- a. Reallocate Educational Assistant time.
- b. Balancing classes per grade level, subject level, and/or class period.
- c. Move teachers in the building from one grade level to another.
- d. Short-term mentoring/Peer coaching
- e. Confer with teachers about most appropriate classroom placement for new students.
- f. Other options acceptable to all parties including District, Association, Administrator and Teacher.
- g. Support with IEP paperwork/scheduling (for Special Education teachers and specialists).
- h. Adjusting teaching and case management responsibilities (ex. increase case management, decrease teaching responsibilities, etc.).

2. Each building may create a Class Size Committee. The purpose of the Committee is to review employee concerns regarding class size within the building.
3. If an employee has concerns regarding class size, he/she may request a meeting with the building Class Size Committee. The Committee will review the situation and determine whether or not a recommendation should be made to the building administrator regarding the employee's class size. If the Committee determines it is appropriate, it may make a presentation of its findings and recommendation(s) to the building administrator.
4. If the employee is not satisfied with the decision of the building administrator, he/she may request a meeting with the Superintendent to discuss the issue. The Superintendent's decision will be final and binding and not subject to review, either through arbitration or any statutory administrative hearing procedures.

F. Professional Development.

1. District shall set aside Professional Development Funds at the beginning of each fiscal year of no less than \$15,000.
2. This Fund shall be used for inservice, conferences, workshops, and curriculum development and substitute pay, etc., related to the professional development of licensed, non-administrative employees.
3. Employees will be informed of the Fund's operational guidelines and the Association will be given a budget report of Professional Development expenditures upon request.

G. Miscellaneous.

1. When volunteering for an extra-duty position or to assist and/or supervise school-related activities beyond the normal work day, at the discretion of the District, an employee may be reimbursed for all pre-authorized expenses.
2. Shared staff will be authorized one additional day's pay at their per diem rate, mileage reimbursement, and reduced duty assignments to partially offset the extra work involved in working at more than one site.
3. The building administrator may grant up to three (3) days of additional pay for employees who perform duties under extraordinary and/or unusual circumstances.

4. Elementary, middle and high school classroom special education teachers will receive up to four (4) days of release time per year for paperwork, conferences with parents, writing IEPs, scheduling IEP-related meetings, scheduling students and setting up instructional materials for students. Unused release days will be converted to a stipend (\$200 per unused day, maximum \$800), paid at the end of the school year. Eligible teachers employed less than full time will be paid at a pro-rata portion of the full stipend.

Article 12 Assignments/Vacancies/Transfers

A. Assignments.

1. All employees will be given written notice of their, class, building, subject, extra duty assignments, supervisory duties, and room assignment for the forthcoming year, before the close of school. If such notice involves a change in the employee's assignment, the May 1 deadline in Section C shall be waived.
2. If an employee's May 1 assignment is changed prior to July 1, the employee will receive a written notice of the new assignment.
3. If an employee's assignment is changed after July 1, the new assignment will be discussed in a meeting between the employee and the Principal.
4. If a change of assignment is made on or after August 15 of each contract year and such changed assignment involves two (2) or more preparations, if not taught within the past three (3) years, at the secondary level or more than one (1) grade level, if not taught within the past three (3) years, at the Elementary School, each affected employee shall receive a stipend of \$450.00 to offset the inconvenience and the extra work required to make such changes.
5. The District will provide written notice to employees each spring regarding their status for contract renewal or extension by April 15th. Each fall, the district will provide written notice regarding salary placement for the current school year (i.e., column, step, and salary).

B. Vacancies.

1. A list of available positions shall be maintained in the District Administration Office. Employees shall be advised of vacancies by an electronic communication.
2. The District shall notify employees who have applied for vacant positions of the final disposition of those vacancies.

C. Transfers.

1. Voluntary.

Any employee desiring to make a transfer in grade, subject, school, or activity assignment must submit a written request to the Administration Building. The request should be made prior to May 1, in order to allow reasonable consideration for such transfer to be effective the following year.

2. Involuntary.

Involuntary transfers/reassignments are those in which an employee is transferred/reassigned at the initiation of the District.

In the event that a change in grade, class, and/or subject assignment, building assignment, or room assignment is proposed, the employees affected shall be notified promptly, in writing, of the reasons for the transfer/reassignment and, upon the request of an employee, the changes will be reviewed promptly by the Superintendent and the employee.

Article 13 District Committees

The District's development of curriculum, as well as state and federally mandated programs, indicate a major commitment of time. It is agreed that a contracted employee may choose to receive compensation and/or credit hours for movement on the Salary Schedule.

A. Compensation Option.

1. When a contracted employee acquires eight (8) hours of approved committee meeting time, they may receive \$100.
2. When a contracted employee accrues another eight (8) hours of approved committee meeting time, they may receive an additional \$100.
3. The maximum compensation shall be \$300 for 24 total hours of approved committee meeting time.

B. Credit Option.

1. When a contracted employee acquires fifteen (15) hours of approved committee time, they may receive 1 unit of credit toward movement on the Salary Schedule. Committee time may include meeting time, approved non-meeting time (e.g., research to support committee work), or any combination of the two.
2. When a contracted employee accrues another fifteen (15) hours of approved committee time, they may receive 1 unit of credit toward movement on the Salary Schedule.
3. The maximum number of credits toward movement on the Salary Schedule shall be three (3) credits for 45 total hours of approved committee time.

It is understood that only approved committee work will be granted; all hours are to be verified by a committee chairperson, and building administrator, or district administrator; a time sheet must accompany any request for compensation or credit hours; and all requests for compensation or credit hours shall be submitted to the district office by June 5th.

The maximum compensation will be \$300, or 3 credits toward movement on the Salary Schedule, or any combination thereof.

Article 14 Distance Learning

It is mutually recognized that "distance learning" technologies and programs can offer expanded educational opportunities to the District's students, as well as a shared desire to facilitate the realization of such opportunities. Therefore, the parties agree, as follows:

- A. The District retains the right to offer courses through "distance learning" which are an enhancement of, or in addition to, courses currently provided by Bargaining Unit members;
- B. During the term of the Agreement, no member of the Bargaining Unit will be terminated or laid off as a result of the District's utilization of "distance learning" or contracting out of these services.

Article 15 Health Services

- A. The District will sponsor two (2) First Aide/CPR Training sessions a year.
- B. If a Bargaining Unit member is required to be certified to administer emergency first aide and/or CPR, the employee can attend, at no cost to the employee, one (1) of two (2) training sessions sponsored by the District.
- C. Employees will not be required to perform medical services which state or federal law requires a specific license or certificate to perform, unless the employee currently holds the appropriate license or certificate.
- D. All employees are required to administer and/or provide health or medical services, in conformance with District established policies and procedures. The District will provide copies of relevant policies and procedures to each employee at the beginning of each school year.

Article 16 Compensation

A. Salary

1. Schedule.

The Compensation Schedules for employees are attached to this Agreement as Appendix A-1 and A-2 and, by this reference, incorporated herein. This Salary Schedule/Index shall be the official Salary Schedule for all employees in the Bargaining Unit and shall not be deviated from, except through mutual written consent of the Association and the District. Effective July 1, the salary schedule will be increased by 4% each year for 2022-23 and 2023-24. For the purposes of successor agreements related to salary increases, the salary schedule for the 2023-24 school year will remain in force until such time as a new salary agreement is reached between the parties.

2. Salary Placement.

An employee new to the District shall be placed on the Salary Schedule using the following criteria:

- a. New employees shall receive actual credit for licensed teaching experience, with each year worth one (1) step on the schedule. One-time bonuses or additional steps may be offered for hard to fill positions, at the discretion of the superintendent.
- b. Teaching experience shall be cumulative and all half-time or more experience for a half year or more shall be considered a full year of experience for initial salary placement.
- c. Bargaining unit members hired as a Speech and Language Pathologist shall be placed on the BA +135/MA + 45 column and at the appropriate step for their career experience.

3. Salary Advancement.

Employees shall advance on the Salary Schedule using the following criteria:

- a. Effective July 1 of each year, all employees, except those on the bottom step of each column, shall receive a step increase, provided the employee has completed 135 days of service (including paid leave to the District);
- b. Employees who earn graduate level credit necessary to advance horizontally shall advance to the appropriate salary column. With prior approval from the Superintendent, undergraduate level credit may be used

to advance horizontally to the appropriate salary column. The employee must submit transcripts to the District no later than November 1 to qualify for advancement in any given year.

4. Miscellaneous.

- a. Employees in the Bargaining Unit employed less than full time will be paid at a pro-rata portion of the full-time salary.
- b. Any curriculum work performed that is approved by a building administrator, Director of Special Education, or the Superintendent, by licensed personnel after regular working hours, or beyond the contracted days, shall be compensated for at the daily rate of their contract;
- c. An employee, when working on extended contract in their area of assignment, but outside the 190-day contract period, shall be paid 1/190th of his/her current salary (as per Appendix A) for each day of such service.
- d. Any employee who agrees to use their prep period to cover for another employee will be paid at the average teacher hourly rate or their hourly rate whichever is higher.

5. Career and Technical Education

When a career and technical education licensed unit member, who does not also hold a valid teaching license with Oregon Teacher Standards and Practices Commission, is hired by the District, the following formula will be used.

CTE employees shall be placed on a district schedule as indicated below:

- a. Five calendar years of successful work experience as a qualified worker in the occupational areas to be taught: BA, Step 1. One additional level will be granted for every two years of acceptable trade experience after the initial placement.
- b. Ten years of successful experience in the trade area to be taught, or three years at journeyman level in the trade and 12 hours in teaching preparation: BA+30, Step 1. One additional level will be granted for every two years of acceptable trade experience after the initial placement.
- c. AA Degree (two years) in the subject area to be taught and three years successful experience in that area: BA, Step 1. One additional level will be granted for every two years of acceptable trade experience after the initial

placement.

- d. AA Degree, eight years of successful experience in the occupational area to be taught with a minimum of one calendar year of management assignment, and 12 hours teacher preparation: BA+ 30, Step 1. One additional level will be granted for every two years of acceptable trade experience after the initial placement.
- e. A Bachelor’s degree in the subject area to be taught and three years successful experience in the area to be taught will place the unit member on Level One of the Bachelor’s +45. One additional level will be granted for every two years of acceptable trade experience after the initial placement.
- f. A Master’s degree in the subject area to be taught will place the unit member on Level One of the Master’s column. One additional level will be granted for every two years of acceptable trade experience after the initial placement.
- g. Professional Improvement Program: A teacher in the CTE areas may earn credit for professional improvement through community college courses, established workshops, or planned experiences in business and industry as approved by the principal of the building in which he/she has his/her teaching assignment. If formal credit is not granted, clock hours shall be equated to quarter hours on the basis of 20 to 1 and 30 clock hours or professional development units (PDU’s) shall for semester hours at 30 to 1. Credit will not be given for routine work experience.

B. Insurance.

- 1. The District shall provide all Bargaining Unit members with the following (full family) insurance benefits:
 - a. Health/hospitalization;
 - b. Dental, plus Ortho;
 - c. Vision

In providing the above benefits, however, the District's monthly contribution per employee shall be limited, as follows:

2022-23	\$1530
2023-24	\$1580

2. Insurance packages and programs will be selected and established by a committee of Association members, annually, by September 10, except that no additional major benefit category may be added beyond those listed in Section I, above.
3. There will be no District paid annuities from fringe benefit monies.
4. Part-time employees in a "job sharing" program shall be allowed benefits, including District paid insurance benefits, on a pro-rata basis. Other part-time employees who are employed on a half-time or more basis shall receive full District paid insurance benefits.
5. Employees will be responsible for the premiums for long-term disability insurance.
6. Employees will have access to a Section 125 option to allow payment for qualified expenses.
7. Employees who demonstrate they and their dependents have health coverage under another employer-sponsored group medical plan may elect to opt-out of the District health insurance plan. Participating employees receive \$400 of the monthly contribution as a stipend included in their monthly payroll.

C. Tuition Reimbursement.

1. Flexibility and Application.
 - a. Only those employees who have taught in the District for at least one (1) year and have been renewed or extended for an additional year shall be eligible for tuition reimbursement.
 - b. Applications must be submitted to the District Office and building Principal at least sixty (60) days prior to enrollment (when practicable) and must include brief statements describing the course(s) to be taken and their potential value to the District.
 - c. Approval of courses eligible for reimbursement shall be at an Administrator's discretion. Employees applying for such reimbursement shall be notified in writing of acceptance or rejection at least fifteen (15) days prior to scheduled enrollment. Approval of such courses shall not be arbitrarily denied.

2. Reimbursement.

- a. Employees who take training approved for reimbursement must have all transcripts (grade slips for spring term) in the District Office by June 30 that year. Transcripts for any spring or summer term courses should be in the District Office by November 1 of that year.
- b. Employees earning credits during spring term who wish reimbursement must file With the District Office a statement of enrollment by April 1 of that year.
- c. Credits earned in other than units of 3 will be reimbursed proportionally.
- d. Programs other than actual college work, for which the District gives credit by Superintendent's and/or Board of Director's approval, are eligible for reimbursement.
- e. The cost of up to three (3) quarter hours of credit, not to exceed the actual costs of the credits, will be paid to all certified staff on the list who actually receives three (3) hours of credit. Teachers are not limited to 3 credits of reimbursement. On April 1, teachers who meet all criteria for reimbursement may submit a voucher for payment of the remaining credit. The District will reimburse all those who request for their first 3 credits, then reimburse those who have more than three credits to the aggregate limit below. If there are insufficient funds to reimburse all claims, the District and the Association will prorate the requests on a per credit basis. The District agrees to fund tuition reimbursement in an aggregate amount of \$18,000 in each year of this Agreement.
- f. If, on, or after, April 15 of each contract year, an unencumbered balance exists in the tuition reimbursement budget, the following shall apply:

Such remaining funds shall be divided by the FTE of each building for individual professional development activities or workshops. The funds are to be allocated by the building Site Councils, with the approval of the building Principal.

D. Travel Reimbursements.

- 1. When licensed employees are required by the District to travel outside the District for professional meetings, conventions, and conferences, or other District business, the District shall reimburse such employees for their necessary expenses, as follows:

- a. For use of personal automobile: current IRS rate per mile.
 - b. For meals outside the district: \$35 per day for overnight trips and \$25 per day for day events.
 - c. For lodging outside the district: actual expense shall be reimbursed up to the negotiated conference rate or \$100 per night whichever is less.
 - d. For other necessary expenses such as public transportation, fees, tolls, and similar charges: the actual cost, thereof.
2. Receipts for all expenses are required for reimbursement.
 3. Employees required, in the course of their work, to drive personal automobiles shall be reimbursed in accordance with sections I and 2, above.
- E. Early Retirement.
1. Eligibility.

Any employee hired before or on the day of ratification of the 2004-2005 successor Collective Bargaining Agreement (mutually recognized as April 4, 2005) and who has at least twenty (20) consecutive years of service to the District and is eligible for full retirement under PERS shall be entitled, upon retirement, upon request, to receive early retirement benefits consisting of District paid employee/spouse medical insurance. Employees hired after ratification of the 2004-2005 successor Collective Bargaining Agreement, or later, are not eligible for Early Retirement benefits of Section 16(E).

Retired employees eligible for the benefits of this provision may choose single, two party, or full family insurance. However, the District contribution shall be limited to the cost of two-party insurance or the insurance limits listed in Section 16(B) of this Article, whichever is less.
 2. The schedule of benefits shall be as follows:
 - a. If an employee retires at the end of the year in which the employee is first eligible for full retirement under PERS, the District will pay the cost of the above defined benefit (E.I.) for five (5) years;
 - b. If an employee retires at the end of the second year in which the employee is first eligible for full retirement under PERS, the District will pay the cost of the above defined benefit (E.I.) for four (4) years.

- c. If an employee retires at the end of the third year in which the employee is first eligible for full retirement under PERS, the District will pay the cost of the above defined benefit (E.I.) for three (3) years.
- d. If an employee retires at the end of the fourth year in which the employee is first eligible for full retirement under PERS, the District will pay the cost of the above defined benefit (E.I.) for two (2) years.
- e. If an employee retires at the end of the fifth year in which the employee is first eligible for full retirement under PERS, the District will pay the cost of the above defined benefit (E.I.) for one (1) year.
- f. If an employee retires at the end of the sixth year, or later, in which the employee is first eligible for full retirement under PERS, the District will have no obligation to provide early retirement benefits.

3. HRA VEBA Medical Expense Plan — Alternative Option

- a. District has adopted a post-separation HRA VEBA Plan offered and administered by the Voluntary Employees' Beneficiary Association Trust for Public Employees in the Northwest (hereafter "Plan"). The Plan to which the District may remit contributions on behalf of all eligible retired employees who are not enrolled or covered by the Employer's group medical plan, shall provide benefits only after a participant separates from service. District agrees to contribute to the Plan on behalf of all retired employees from the Association defined as eligible to participate in the Plan. Each eligible retired employee must submit a completed and signed Enrollment Form to become an eligible participant and become eligible for benefits under the Plan.
- b. Eligibility is limited to retired employees, who qualify for Early Retirement benefits in accordance with Article 16(E.1.) of the collective bargaining agreement, who waive medical insurance coverage.
- c. District contributions shall be limited to 50% of the amount the District would have otherwise paid toward the cost of the waived medical insurance coverage on behalf of such employee.

4. Deferred Medical Insurance Plan — Alternative Option

- a. Eligibility is limited to employees, who qualify for Early Retirement benefits in accordance with Article 16(E.1.) of the collective bargaining

agreement, and chose to defer retirement and continue employment as a regular employee.

- b. Employee shall notify the district by the end of the year in which the employee is first eligible for Early Retirement benefits in accordance with Article 16(E.I.), and request defined benefit (E.4.)
- c. Retired employees eligible for the benefits under the provision in Article 16(E.4) may choose single, two party, or full family insurance. However, the District contribution shall be limited to the cost of two-party insurance or the insurance limits listed in Section 16(B) at the time the employee became eligible for Early Retirement benefits in accordance with Article 16(E.1.), whichever is less.
- d. Upon retirement, the District will pay the cost of the above defined benefit (E.4) for three (3) years.

F. Extra Duty.

1. Compensation for extra-duty assignments is attached to this Agreement as Appendix B and, by this reference, incorporated herein.
2. Except for the compensation Schedules (Appendix B), the other provisions of the Collective Bargaining Agreement shall not apply to extra duty assignments. Extra duty assignments shall be considered supplementary to an employee's basic contract and compensation. The District shall have no obligation to continue such assignments, compensation, or activities beyond the term of the extra duty contract.
3. It shall be the responsibility of each building principal, or designee, who has the authority to assign these extra duties in Appendix B, to ensure that personnel who are assigned to such positions are qualified and that they understand District and building policies related to such activities.
4. Stipends for additional grant funded curriculum or professional work will be determined by the parameters of the grant and/or determined by the Labor Management Committee unless stipulated by the collective bargaining agreement.

G. PERS Pick-up.

The District will pay the six percent (6%) employee contribution to PERS.

Article 17 Paid Leaves

- A. If an employee takes leave pursuant to this article that qualifies for leave under the Family Medical Leave Act (FMLA) and/or the Oregon Family Leave Act (OFLA), the leave taken will count toward the employee's statutory leave allocation. In addition, granting of a qualified leave under this article will meet the District's statutory obligations under FMLA and OFLA.

- B. Sick Leave.
 - 1. An employee shall accumulate sick leave at the rate of one (1) day per month worked. Ten (10) days shall be accrued during any regular (190 day) school year.
 - 2. When an employee will be absent from work, he/she shall give notice to the Principal or the person designated by the Superintendent to receive such notice and shall enter the absence in the District electronic notice process (currently Frontline). If the absence is for consecutive days, the Principal shall be notified of the probable date of return.
 - 3. An employee returning from an illness, whether or not sick leave benefits have been paid, may be required to submit to a medical examination at the expense of the District or furnish a medical doctor's certificate of health prior to returning to work, in order to safeguard the health of students and fellow employees.
 - 4. If, at the beginning of a school year, an employee, previously employed for at least one school year, is ill and unable to resume his/her duties, and such employee had unused accumulated sick leave days at the end of the prior school year, he/she will be allowed to use such previously accumulated sick leave days while he/she remains ill and unable to work. Such employee shall not be credited with any additional sick leave days until he/she has returned to his/her duties.
 - 5. Any employee obtaining sick leave benefits by fraud, deceit or falsified statement, shall be subject to disciplinary action.
 - 6. The Board will permit a school employee to take up to 75 days sick leave accumulated in other Oregon districts. The accumulation shall not exceed that carried by the most recent employing district. The transfer of sick leave from another Oregon district shall not be effective until the school employee has completed 30 working days in the new district.
 - 7. Sick Leave Bonus.
 - a. If an employee uses no sick leave during the contract year, at the end of the school year, the employee will receive one (1) day's additional pay.

- b. If an employee uses one (1) day of sick leave during the contract year, at the end of the school year, the employee will receive an additional half (1/2) of a day's pay.
- c. If an employee uses two (2) days of sick leave during the contract year, at the end of the school year, the employee will receive an additional quarter (1/4) of a day's pay.

C. Family Illness Leave.

- 1. Accrued sick leave may be used for absence of the employee due to illness, accident, or other disabilities on days for which an employee otherwise would have been compensated. Up to ten (10) days each contract year may be used, as necessary, due to an illness, accident, or other disability of the employee's spouse, son, daughter, mother, father, sister, brother, grandparents, or on the marriage side, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, or any other members of the immediate household to enable the employee to be near the immediate families during such emergency period. Additional days may be taken with the Superintendent's approval.
- 2. Additional sick leave may be used for serious illness or injury, as per parameters of state family leave statutes.
- 3. An employee who receives a benefit under Workers' Compensation Insurance or Paid Family and Medical Leave Insurance may elect to use accrued sick leave to make up the difference between their benefits and their normal salary. Upon receiving written notice of such an election, the District will deduct and apply the number of accrued sick leave hours necessary to ensure that the employee receives their normal salary.

D. Bereavement Leave.

- 1. Up to five (5) days shall be allowed at any one time in the event of death of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, aunts, uncles, grandparents and any other member of the immediate household.
- 2. The Superintendent shall grant one (1) day in the event of death of an employee's friend or relative outside the employee's immediate family as defined above.

3. In the event of the death of an employee or student in the Creswell School District, the principal or immediate supervisor of said employee or student shall grant to an appropriate number of employees sufficient time off to attend the funeral.

E. Personal Leave.

1. Two (2) days leave of absence will be granted for personal reasons that require absence during school hours. Notice to the employee's Principal for personal leave shall be made at least five (5) days before taking such leave (except in case of emergencies). With the consent of the employee's principal, one (1) personal leave day may be taken the day before or after a holiday, professional leave day, or recess period (Thanksgiving, Winter or Spring Break). Employees may not use two personal leave days in connection with any one holiday, professional leave day or recess period. Personal leave may not be taken during the first two weeks or the last two weeks of the teacher's work year, unless the teacher has no control over the scheduling of the event/activity being attended
2. When a Bargaining Unit member chooses not to travel to work or is delayed due to poor weather- related conditions, his/her pay will be adjusted to reflect the absence or time missed. Such Unit member may elect to use accumulated personal leave, in-lieu-of a pay adjustment.
3. An employee who does not use any of his/her personal leave will receive one (1) day of additional compensation at the end of the school year. An employee who uses one (1) day of personal leave during the contract year shall receive half (1/2) of a day's pay as additional compensation at the end of the year.

F. Jury Duty.

An employee shall be granted leave with pay for service upon a jury; provided, however, that any compensation (up to his/her normal pay), other than travel pay and expenses, paid to such employee shall be turned over to the District.

G. Witness/Court Appearances.

Leave with pay shall be granted for an appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority; provided, however, that any compensation (up to his/her normal pay) paid to such employee other than travel pay and expenses shall be turned over to the District.

H. Emergency Leave.

For the 2022-23 and 2023-24 school years, one (1) day of emergency leave shall be granted each school year for emergencies of a serious nature that are beyond the teacher's control and must be taken care of during school hours. This leave is non-accumulative. Following the emergency leave, the employee must provide a reason the emergency leave was needed.

Article 18 Unpaid Leaves

- A. If an employee takes leave pursuant to this article that qualifies for leave under the Family Medical Leave Act (FMLA) and/or the Oregon Family Leave Act (OFLA), the leave taken will count toward the employee's statutory leave allocation. In addition, granting of a qualified leave under this article will meet the District's statutory obligations under FMLA and OFLA.
- B. Parental Leave.
1. The leave in this section is intended to fulfill the District's obligation to provide parental leave under state and federal law. Nothing in this Agreement shall limit, in any way, the rights and privileges granted to employees under the Family Medical Leave Act (FMLA) and/or the Oregon Family Leave Act (OFLA).
 2. An employee requesting parental leave shall give written notice to the District, at least thirty (30) days in advance of the anticipated date of delivery, stating the dates during which he/she intends to take parental leave. The employee will adhere to the dates stated, except in cases of premature birth, physical incapacity of the mother, change of dates of arrival of an adopted child, or if the parties mutually agree to alter the dates.
 3. An employee shall be entitled to utilize any accrued sick or personal and other compensatory leave during the parental leave, regardless of whether other requirements for use of such leave have been met. This election to use accrued leave is at the employee's option and may not be required by the District.
- C. Child Care Leave.
1. The leave in this section is intended to fulfill the District's obligation to provide child care leave under state and federal law. Nothing in this Agreement shall limit, in any way, the rights and privileges granted to employees under the Family Medical Leave Act (FMLA) and/or the Oregon Family Leave Act (OFLA).
 2. A child care leave of absence, without pay, for up to one (1) year, will be granted to employees for pregnancy, child care, or for child adoption, upon written notice by the employee, at least two (2) weeks prior to the last expected duty date, when practicable. The notice shall include:
 - a. A statement that a leave is desired and for which purpose;
 - b. The date the leave is to begin;
 - c. The date the employee expects to return to duty.

3. The employee who plans to return to teaching after the birth or adoption of a child may return to work at any time during the school year, except that return during the last three (3) weeks of a term shall be at the discretion of the District.

The employee shall give the District a minimum of two (2) weeks' notice of the intended return date.

4. An employee on a child care leave of absence desiring to return to service at the start of the next school year shall notify the Superintendent, in writing, by April 1, stating a desire to return. Failure of the employee to give the written information shall be considered a resignation from the District, at which time the District shall send a registered letter to the last known address of the employee explaining the intentions of the District. A failure of the employee to notify the District of their desire to return to work within fourteen (14) days of the mailing date of the letter shall be considered a final resignation by the District. A resignation will be accepted upon written request of the employee.
5. An employee on a child care leave of absence shall retain all benefits accrued in the District prior to the leave, upon return from that leave, and continue to be listed with the Public Employees Retirement System (PERS), so the employee will not be removed from its active list.
6. A leave of absence for child care will not be considered a disruption of consecutive service, so long as more than ninety (90) contract days are served in each school year. In such cases, employees shall receive their regular yearly increment, as if they had been actively employed in the District during the period of the leave.
7. An employee returning to the District following a child care leave shall be reassigned to his/her previous teaching assignment, if his/her return is within the contract period.

D. Military Leave.

Military leaves shall be allowed in accordance with federal and state laws relating to such leaves.

E. Exchange or Overseas Assignment.

1. The School Board may grant a leave of absence for not more than two (2) years to employees, with four (4) or more years of District service, to accept an appointment to an exchange or other overseas teaching assignment, such as, but not limited to Peace Corps, Fulbright, or other similar programs. Paid leaves of absence may be granted for exchange teaching assignments covered by ORS 342.965. Upon return from such leave, an employee shall be placed at the same position on the Salary Schedule as he/she would have been had he/she taught in the District during such period.
2. The granting of Salary Schedule credit may be withheld by the District, when it is clear that the exchange or overseas assignment was unrelated to the assignment of the Unit member.

F. Leave of Absence.

1. The District may allow a one-year leave of absence to an employee who has taught for five (5) continuous years in the Creswell School District. This leave will be without pay. All requests for extensions or renewals of leaves shall be made in writing. Approval or denial shall be in writing and the decision of the school Board shall be final and binding and not subject to the grievance procedure or an unfair labor practice.

Requests for leave under this section may not be for the primary purpose of seeking and/or obtaining employment outside the District.

2. Unpaid personal leaves of absence will be granted for those occasional circumstances where necessary under the following guidelines:
 - a. A request for UPLA may be made in writing to the building administrator, the request shall go to the superintendent and the board chair for a final decision.
 - i. Teachers shall file UPLA requests as early as possible, prior to the requested leave date(s).
 - ii. The written request must clearly state the reason for the UPLA. Support documents may be necessary. The written reason(s) for acceptance or denial of a UPLA request shall be made on, or attached to, the original UPLA request.
 - iii. Supporting documentation may be requested by the superintendent from the teacher upon return from UPLA.

- iv. If the reason for an approved UPLA should change or cease to exist, either before or during UPLA, the teacher shall notify the superintendent as soon as practicable. The superintendent will determine if the UPLA is still permissible and may terminate the leave.
- v. Decision makers shall consider but not be limited by these factors:
 - 1. In order to discourage long absences, UPLA adjacent to paid leave or a holiday is disfavored but not prohibited;
 - 2. Availability of substitutes for a proposed UPLA time frame;
 - 3. Priority shall be given on a first come, first serve basis;
 - 4. Ability of the teacher to control the schedule of an event necessitating an UPLA;
 - 5. Requests for vacations and other related travel is disfavored;
 - 6. Timeliness of the request; and
 - 7. Historical use of UPLA by a teacher.
- b. UPLA shall be without pay.
- c. Teachers shall not be granted more than two days of UPLA per school year. UPLA requests in excess of two days shall go before the school board. Approval for an UPLA of two days or less shall be made by the board chair.
- d. Any approved UPLA exceeding 30 days will result in a loss of district-paid health insurance benefits. To prevent being dropped, a teacher may pay the total premium for the UPLA days; to the extent such payment is permitted by the insurance carrier and allowed by statute.

G. Return From Leave.

- 1. Any employee on leave of absence intending to return to service at the start of the next school year shall notify the Superintendent, in writing, of such intent by March 1.
- 2. All benefits to which an employee was entitled at the time his/her unpaid leave of absence commenced, and which are currently in effect for employees, including unused sick leave, shall be restored to him/her upon his/her return to the District. But, during the term of the leave, no additional benefits will accrue.

3. Except as specified elsewhere, upon the employee's return to the District, the District shall attempt to place the employee in the same or similar position as the employee held prior to leave.
4. Except where specifically provided for in this section, an employee will get credit on the salary schedule only if they work one hundred thirty-five (135) contract days in the year the unpaid leave was taken.
5. Educational advancement will be allowed, if the employee meets all criteria for movement across the salary schedule.

Article 19 General Provisions

A. Savings Clause.

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

B. Compliance Clause.

Any individual contract between the Board and an individual employee, here fore or hereafter executed, shall be subject to, and consistent with, the terms and conditions of this agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

C. Contract Modification.

Any modifications to this contract must be in writing and duly authorized by the parties.

D. Funding Provision.

If the District closes its schools because of lack of funds, no member of the Bargaining Unit shall be entitled to any of the direct or indirect monetary benefits provided in this Agreement while the schools are closed. No direct or indirect monetary benefits shall accrue to members of the Bargaining Unit while the schools are closed, except that members of the Bargaining Unit may elect to pay the premium of the insurance provided in this Agreement (in accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA)).

E. Strikes and Lockouts.

1. The Association and its members, as individuals or as a group, will not initiate, cause, permit, or participate or join in any strike; work stoppage or slowdown; picketing; or any other restriction of work which would interfere with employees' regular responsibilities. Employees in the Bargaining Unit, while acting in the course of their employment, shall not honor any picket line established by the Association or by any other labor organization, when called upon to cross such picket line in the line of duty. Disciplinary action, including discharge, may be taken by the District against any employee or employees engaged in a violation of this Article. Such disciplinary action may be undertaken at the option of the District and shall not preclude or restrict recourse to any other remedies, including any

action for damages that may be available to the District.

2. In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Association will immediately, upon notification, attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth in Part A, above, shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the Grievance Provisions of this Agreement.
3. There will be no lockout of employees in the Unit by the District, as a consequence of any dispute arising during the period of this Agreement.

F. Reimbursements.

All reimbursements shall be made within 35 days of submittal to the District.

Article 20 Term of Agreement

- A. This Agreement shall be effective upon ratification of both parties and shall be binding upon the Board, the Association, and their members, and shall remain in full force and effect through June 30, 2024.
- B. This Agreement shall automatically be renewed from year to year and shall be binding for additional periods of one year, unless either the Board or the Association gives written notice to the other, not later than November 1, 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.

Executed at Creswell, Oregon, by the undersigned officers, by the authority Of, and on behalf of, the Creswell School District Board of Education and the Creswell Education Association/Lane Unified Bargaining Council.

For the Association:

For the District:

DocuSigned by:
Ashleigh Thayer
 6833B46F4E4943E...

 President
 7/5/2022

 Date

DocuSigned by:
Mike Johnson
 AC643954E1B04EE...

 Superintendent
 7/5/2022

 Date

DocuSigned by:
Cory Culp
 3BEE3D15DB16482...

 LUBC President
 7/5/2022

 Date

DocuSigned by:
Lacey Kisdal
 F0159185EFC54D2...

 Board
 7/8/2022

 Date

Appendix A-1 2022-2023 Salary Schedule

Step	BA	BA+15	BA+30	BA+45	BA+60	BA+75	BA+90	BA+105	BA+120	BA+135
	1	2	3	4	5	6	MA	MA+15	MA+30	MA+45
	1	2	3	4	5	6	7	8	9	10
1	\$40,221	\$41,227	\$42,258	\$43,314	\$44,397	\$45,507	\$46,644	\$47,811	\$49,006	\$50,231
2	\$42,011	\$43,016	\$44,048	\$45,104	\$46,186	\$47,297	\$48,434	\$49,601	\$50,796	\$52,021
3	\$43,801	\$44,806	\$45,838	\$46,894	\$47,976	\$49,087	\$50,224	\$51,391	\$52,586	\$53,811
4	\$45,592	\$46,596	\$47,628	\$48,683	\$49,766	\$50,877	\$52,014	\$53,180	\$54,375	\$55,600
5	\$47,381	\$48,386	\$49,418	\$50,473	\$51,556	\$52,667	\$53,803	\$54,970	\$56,165	\$57,390
6	\$49,171	\$50,176	\$51,208	\$52,263	\$53,346	\$54,456	\$55,593	\$56,760	\$57,955	\$59,180
7	\$50,961	\$51,966	\$52,997	\$54,053	\$55,136	\$56,246	\$57,383	\$58,550	\$59,745	\$60,970
8	\$52,751	\$53,756	\$54,787	\$55,843	\$56,925	\$58,036	\$59,173	\$60,340	\$61,535	\$62,760
9	\$54,541	\$55,545	\$56,577	\$57,633	\$58,715	\$59,826	\$60,963	\$62,130	\$63,325	\$64,550
10		\$57,335	\$58,367	\$59,422	\$60,505	\$61,616	\$62,754	\$63,919	\$65,114	\$66,340
11			\$60,157	\$61,212	\$62,295	\$63,406	\$64,543	\$65,709	\$66,904	\$68,129
12				\$63,002	\$64,085	\$65,196	\$66,333	\$67,499	\$68,694	\$69,919
13					\$65,875	\$66,985	\$68,123	\$69,289	\$70,484	\$71,709
14						\$68,775	\$69,913	\$71,079	\$72,274	\$73,499
15							\$71,703	\$72,869	\$74,064	\$75,289
16								\$74,658	\$75,853	\$77,079
17									\$77,643	\$78,868
18										\$80,658

Appendix A-2 2023-2024 Salary Schedule

Step	BA	BA+15	BA+30	BA+45	BA+60	BA+75	BA+90	BA+105	BA+120	BA+135
	1	2	3	4	5	6	MA	MA+15	MA+30	MA+45
1	\$41,830	\$42,876	\$43,949	\$45,046	\$46,172	\$47,328	\$48,510	\$49,723	\$50,966	\$52,240
2	\$43,691	\$44,737	\$45,810	\$46,908	\$48,034	\$49,189	\$50,371	\$51,585	\$52,828	\$54,102
3	\$45,553	\$46,599	\$47,672	\$48,769	\$49,895	\$51,050	\$52,233	\$53,446	\$54,689	\$55,963
4	\$47,415	\$48,460	\$49,533	\$50,631	\$51,757	\$52,912	\$54,094	\$55,308	\$56,550	\$57,824
5	\$49,277	\$50,321	\$51,394	\$52,492	\$53,618	\$54,773	\$55,955	\$57,169	\$58,412	\$59,686
6	\$51,138	\$52,183	\$53,256	\$54,354	\$55,480	\$56,635	\$57,817	\$59,030	\$60,273	\$61,547
7	\$52,999	\$54,044	\$55,117	\$56,215	\$57,341	\$58,496	\$59,678	\$60,892	\$62,135	\$63,409
8	\$54,861	\$55,906	\$56,979	\$58,077	\$59,202	\$60,358	\$61,540	\$62,753	\$63,996	\$65,270
9	\$56,722	\$57,767	\$58,840	\$59,938	\$61,064	\$62,219	\$63,401	\$64,615	\$65,858	\$67,132
10		\$59,629	\$60,702	\$61,799	\$62,925	\$64,080	\$65,264	\$66,476	\$67,719	\$68,993
11			\$62,563	\$63,661	\$64,787	\$65,942	\$67,125	\$68,338	\$69,580	\$70,855
12				\$65,522	\$66,648	\$67,803	\$68,987	\$70,199	\$71,442	\$72,716
13					\$68,510	\$69,665	\$70,848	\$72,061	\$73,303	\$74,577
14						\$71,526	\$72,709	\$73,922	\$75,165	\$76,439
15							\$74,571	\$75,783	\$77,026	\$78,300
16								\$77,645	\$78,888	\$80,162
17									\$80,749	\$82,023
18										\$83,885

Appendix B Extra Duty Salaries

A. Schedule.

Exp in Activity	A	B	C	D	E	F	G	H
0-1	12.75%	10.75%	8.75%	6.25%	5.75%	3.75%	2.25%	1.75%
2-4	13.75%	11.75%	10.75%	8.25%	6.75%	4.75%	3.25%	2.75%
5+	15.25%	13.25%	11.75%	9.25%	7.75%			

B. General Provisions.

1. Extra Duty Salaries will be computed as per the above scheduled percentage of the Base Salary from Appendix A for each contract year.
2. Actual years of experience in the activity will apply towards placement in the category, experience levels in years.
3. Extra Duty personnel may bring five (5) years' experience into the District.
4. It shall be the responsibility of each building principal or designee, who has the authority to assign these Extra Duties in Appendix B, to ensure that personnel who are assigned to such positions are qualified and that they understand District and building policies related to such activities.

C. Classifications.

Schedule A

High School
Varsity Football - Head
Varsity Volleyball – Head
Varsity Basketball – Head
Varsity Wrestling – Head
FFA
Intramural Director (only if no additional preparation time is given)

Schedule B

High School
Varsity Baseball - Head
Varsity Cross Country – Head*
Varsity Softball - Head
Varsity Soccer - Head
Varsity Track – Head*
Instrumental Music (combined middle/high)

Schedule C

High School
Football Assistant
Volleyball Assistant
Basketball Assistant
Wrestling Assistant
FFA Assistant
Golf*
Rally Advisor
DJ Club
Annual

Schedule D

High School
Baseball Assistant
Softball Assistant
Track Assistant*
Cross Country Assistant*
Rally Advisor Assistant
Vocal/Choir
Tennis

Schedule E

High School	Middle School
Drama per 3 act play or equivalent (max of 2/year)	Athletic Director
Newspaper	
Student Council	
JV Soccer	
JV2 Volleyball	
JV2 Basketball	

Schedule F

High School	Middle School
Activ Chr	Intramural Coordinator
FBLA Advisor	Outdoor School Coordinator
HOSA	Student Council
Class Advisor Gr 10-12	Football 8 th grade (light/hvy wt)
	Volleyball 8 th grade
	Basketball 8 th grade
	Cross Country – Head*
	Wrestling – Head
	Track – Head*
	Football 7 th grade (lt/hvy wt)
	Volleyball 7 th grade
	Basketball 7 th grade
	Track Assistant
	Wrestling Assistant
	Drama – 3 act play

Schedule G

High School	Middle School
Class Advisor Grade 9	Drama – 1 Act Play (max 2 per yr)
	Annual

Schedule H

High School
Natl. Honor Society
Spanish Club
Peace Club
Outdoor Club
Key Club
Unified Sports Coach

*Cross Country, Golf, and Track Coaches will handle both girls' and boys' programs.

Experience in Track will crossover and be counted the same in regard to coaching Cross Country.

D. Off-Schedule Positions.

1. The compensation for chaperoning of students on an extracurricular activity bus shall be paid at the hourly rate for EA I— Step 10 from the Classified Salary Schedule.
2. The compensation for service at a "home" extra-curricular event Shall be paid at the hourly rate for EA I— Step 10 from the Classified Salary Schedule.
3. Driver Education instruction shall be paid hourly at the rate calculated as follows;
Hourly rate = $1/190$ (contract length) times base of salary schedule (column 1, Step I) divided by 8 hours per day.

Appendix C Grievance Form

The purpose of the Grievance Procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any differences at the lowest possible level in the Grievance Procedure, and there shall be no suspension of work or interference with the operations of the school system. This form is to be used to facilitate the grievance process, as provided in Article 2 of the Collective Bargaining Agreement.

Definitions.

1. Grievance.

For the purposes of this Agreement, a grievance is defined as a difference of opinion regarding the meaning or interpretation or application of the provisions of this Agreement.

2. Grievant.

A grievant is defined as an employee, a group or class of employees, or the Association.

3. Day.

A "day" means days on which the District Office is open.

Rights of Employees to Representation.

Any grievant may be represented at all stages of the Grievance Procedure by himself/herself or, at his/her option, by a representative selected or approved by the Association. Unless by mutual agreement, representation for the grievant shall be limited to one Local and one Council representative. The Association shall have the right to be present and to state its view at all stages of the Grievance Procedure.

Miscellaneous.

1. Group Grievance

If, in the judgment of the District and the Association, a grievance affects a group or class of employees from more than one (1) building, the Association may submit such grievance, in writing, to the Superintendent, directly, and the processing of such grievance shall be commenced at Step 2.

2. Written Decisions.

All decisions 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.

3. Separate Grievance File.

All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the official personnel file of any of the participants.

Grievances will be processed in the following manner and within the stated time limits. Grievances not filed within the time limits stated at each step of the Procedure shall be deemed waived.

Pursuant to ORS 342.895(5), a moratorium shall be placed on grievance timelines while an employee is on a program of assistance.

1. When an event occurs as prescribed by ORS 342.895(5) that causes the moratorium to be lifted, the District will notify the employee and the Association.
2. The employee/Association will, then have ten (10) workdays from the time of said notice to file grievance which was subject to the moratorium.

Step One, Informal Discussion.

The First Step toward resolution is to schedule an informal meeting with the building principal or immediate supervisor, as appropriate. If meeting with the person makes you uncomfortable, you may have a CEA/LUBC representative assist you, or proceed directly to Step Two. If an informal meeting was held, note the date here: _____. If the grievance is resolved at this Step, the matter is considered closed. If the grievance is not resolved, the grievant may proceed to Step Two. Paperwork from Step Two and beyond shall be completed in duplicate, with each party receiving a signed copy.

Step Two, Immediate Supervisor or Building Principal Level.

If the grievance is not resolved at Step One and the grievant wishes to pursue the matter, the matter shall be reduced to writing and signed by the grievant. Step Two shall provide a clear and concise statement of the alleged grievance, including the facts upon which it is based, the issues involved, the Agreement provisions involved, and relief requested. You may attach the information in a different format but include all the information requested here. You must submit the grievance within ten (10) days of the occurrence or when you first became aware of the fact(s); or within ten (10) days beyond the informal meeting date in Step One.

A. To: Name of Immediate Supervisor or Principal: _____

Grievant Name: _____

Address: _____

Phone Number: _____

State the facts, issues, or provisions (supportive documents may be attached):

State the relief you are requesting:

Grievant Signature: _____

Date: _____

Immediate Supervisor (IS) or Building Principal (BP) Signature:

Date Received: _____

B. Decision of IS or BP (committed to writing within ten (10) days):

IS or BP Signature: _____

Date Response Returned: _____

C: Grievant Date of Receipt from IS or BP: _____

Grievant signature: _____

If the grievant is satisfied with the written response, the matter is considered resolved. If the grievant is not satisfied, s/he may proceed to Step Three.

Step Three, District Superintendent Level.

Step Three is received by the Superintendent. The grievance is properly filed with the Superintendent, if it is received within ten (10) days after receipt of the response from Step Two. The Superintendent or his/her representative shall arrange for discussions with the grievant and respond within ten (10) days.

A: To: Name of Superintendent: _____

Your Name: _____

Position: _____

Statement Regarding Dissatisfaction at Step Two:

Relief Requested:

Date Submitted to Superintendent or Designee (see instructions): _____

Grievant Signature: _____

Date: _____

Supt. or Designee Signature: _____

Date: _____

B. Superintendent's Written Response (within ten (10) days):

Superintendent's Signature: _____

Date Returned: _____

C. Grievant Date of Receipt From Superintendent: _____

Grievant Signature: _____

If grievant is satisfied with the Superintendent's response, the matter is considered closed. If the grievant is not satisfied, the matter may be forwarded to arbitration.

Step Four, Arbitration.

Step Four is processed through arbitration.

1. Grievances not settled in Step 3 of the Grievance Procedure may be appealed to arbitration, provided that:
 - a. Written notice of a request for arbitration is made to the Superintendent within ten (10) days of receipt of his/her answer in Step 3;
 - b. The issue must involve the interpretation or meaning of a specific provision(s) of the Agreement.
2. When a timely request has been made for arbitration, the parties or their designated representatives shall attempt to select an impartial arbitrator. Failing to do so, they shall, within ten (10) days of the appeal, jointly request the Employment Relations Board to submit a list of five (5) arbitrators. Within six (6) days after the list has been received, the parties or their designated representatives shall determine, by lot, the order of elimination and, thereafter, each shall, in that order, alternately strike a name from the list and the fifth and remaining name shall act as the arbitrator. The striking shall be completed within eight (8) days following receipt of the list.
3. The arbitration will be conducted in accordance with the voluntary labor arbitration "Rules of the American Arbitration Association" in effect at the time (hereinafter referred to as the "AAA Rules").

4. The arbitrator selected will confer with the representatives of the Superintendent and the Association and hold hearings promptly, and will issue the 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 are submitted. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties.
5. The Board and the Association will share equally any joint costs of the arbitration procedure, such as the fees and expenses of the arbitrator and the cost of the hearing room. All other costs, including the cost of external witnesses shall be the responsibility of the party incurring such costs.
6. It is specifically and expressly understood and agreed that taking a grievance appeal to arbitration constitutes an election of remedies and a waiver of any, and all, rights by the appealing party, the labor organization, and all persons it represents in said grievance to litigate or otherwise contest the appealed subject matter in any court or other available forum. Likewise, litigation or other contest of the subject matter of the grievance in any court or other available forum shall constitute agreed waiver of arbitration. However, this waiver is not intended to preclude either party from appealing an arbitrator's award that is allegedly outside his/her scope of authority, or procedurally faulty. This section does not apply to discrimination claims.