

Eagle Point School District 9

and

**Southern Oregon Bargaining Council
Eagle Point Education Certified and
Classified Employees OEA/NEA**



EAGLE POINT
— SCHOOL DISTRICT 9 —
Every Student - Every Class - Every Day!

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ARTICLE 1 – DURATION OF AGREEMENT

A. TERM

Except as otherwise indicated, this agreement shall be effective upon ratification and shall terminate on June 30, 2026.

B. REOPENING

The Board and the Council will make every effort to conclude negotiations for a successor Agreement by April 1 of each year so as to coincide with the District's action on the operating budget for the next succeeding fiscal year.

C. 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 the Board or the Council the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written and expresses all obligations of and restrictions imposed upon the District and the Council. This Agreement is subject to amendment, alteration or additions only by a subsequent written agreement between and executed by the District and the Council. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

ARTICLE 2 – COUNCIL AND DISTRICT RIGHTS

RECOGNITION AND EXCLUSIONS FROM BARGAINING UNIT

The District recognizes the Southern Oregon Bargaining Council as the sole and exclusive representative for all regular licensed and classified employees hired to work 20 hours per week or more. Employees who are excluded from this bargaining unit shall be all administrators, supervisors, confidential, substitute and temporary employees.

Substitute employees are generally those employees who take the place of a regular bargaining unit member while that member is absent due to illness, injury, staff development or other approved short-term leave of absence.

Temporary employees are generally those employees who replace an employee who has resigned, retired or terminated after the start of the school year, filling in for an employee on an approved long-term leave of absence or is assigned to a special project or program that is of limited duration.

Substitutes and temporaries who exceed sixty (60) consecutive working days in the same assignment will be considered a member of the bargaining unit effective retroactively from the first day of service.

DISTRICT RIGHTS

All terms and conditions of employment not expressly covered by this Agreement shall continue to be subject to the Board's direction and control and shall not be subject to the grievance procedure, provided, however, those terms and conditions do not impact wages, hours or working conditions. Terms and conditions which impact wages, hours and working conditions shall be subject to the bargaining process in accordance with Oregon Revised Statutes.

It is recognized that the District has and will continue to retain the rights and responsibilities to operate and manage the school system and its programs, facilities, properties and activities of its employees, except as limited by this Agreement and applicable law.

It is further recognized that the District retains the right to make modification in the employee work year with corresponding per diem changes in employee salary.

ARTICLE 3 – STATUS OF AGREEMENT

- A. There shall be two written and signed copies of the final Agreement and any successive Agreement(s), one to be retained by the District and one by the Council.
- B. This Agreement will not be modified in whole or in part except by an instrument in writing and executed by both parties.
- C. All references to employees, teachers, classified employees, or members shall be all bargaining unit members as identified in Article 2.

ARTICLE 4 – SUBSTITUTE TEACHER LIST/PERSONNEL DIRECTORY

- A. By October 1, the superintendent will prepare a list of substitute employees known to the District. A copy of this list will be furnished to each school principal. Until October 15 bargaining unit members may examine the list and indicate in writing their first three (3) preferences. Selection and employment of substitutes remains a management function and is not subject to the grievance procedure.
- B. As soon after September 15 as is reasonable, the Personnel Office shall make available to the Council a list of bargaining unit members which shall include home phone and address. The Council agrees to defend and indemnify the District for any damages arising from improper disclosure of employee social security numbers. The District will tender any claim received to the Council for defense and indemnification. If it so chooses, the Council may distribute said bargaining unit member list to all members of the bargaining unit.
- C. The Council will be provided with the names and addresses of all new employees as soon as such information is available.

ARTICLE 5 – WORKING CONDITIONS

A. LICENSED MEMBERS ONLY

1. Hours

- a. The employee's normal work week shall consist of forty (40) hours inclusive of a daily minimum of 30 minutes duty-free lunch period, preparation time and other required professional obligations. The parties recognize the desirability of flexible scheduling allowing principals and employees to adjust daily and weekly schedules at the work site to meet professional obligations within the required forty (40) hours. Employees will be required to be on-site eight (8) hours per day. This schedule will be determined by the building Principal. Deviations from this schedule will be orally communicated to and must be approved by the immediate supervisor (principal or designee).
- b. Teachers recognize the necessity to participate in professional obligations at their school and agree to perform such obligations. Fifteen minutes before and after student start and end time are teacher driven time except for professional obligations. IEP, 504, SSTs/BAT, parent meetings, attendance meetings, evaluation process meetings and the like, may occur on a regular basis. Other professional obligations such as PLC, team meetings, staff meetings, PBIS, MTSS, leadership team, building committee, professional development can occur no more than once a week.

2. Rights, Duties and Responsibilities

- a. The employee will be responsible for the assigned class schedule according to the educational needs of School District No. 9
- b. Effort will be made to keep secondary employees within four (4) preparations as a maximum unless in the opinion of the District an emergency situation exists or an experimental program is implemented.
- c. A secondary employee will not be required to teach more than four (4) regular class periods continuously unless other arrangements are made between the principal and the employee. Classes do not include extra compensatory duties.

3. Changing Teaching Station

Regular classroom employees who are required to change teaching stations will be provided a desk for their exclusive use.

4. Continuous Teaching

Elementary school employees will not be required to teach continuously for more than two (2) hours and fifteen (15) minutes without at least a ten (10) minute break.

Supervisors at the Middle and High Schools will work with affected employees to establish a system which employees may use to arrange for breaks if they are assigned to 4 or more continuous periods of teaching.

5. **Preparation Time**

Teachers shall, in addition to their lunch period, have daily preparation time during the working day in which they will not be assigned to any other duties according to the following:

- a. Elementary Teachers (to include all employees teaching TK-5): Teachers of each building shall mutually agree with their principal to an appropriate time of day for their preparation time of 1-1/2 hours in length, 45 minutes of same uninterrupted. However, employees realize the necessity for some interruptions such as employee meetings, parent conferences, and the like.

Middle School and High School Teachers: One (1) period (regular class period length) per day. Schools on a block schedule shall provide preparation time equal to one block every two days. Preparation time may be either during or outside the student contact day.

- b. Preparation time will be pro-rated for employees working half (1/2) time based on his/her FTE, but the employees FTE shall not be reduced to less than .5 FTE.

6. **Secondary Bargaining Unit Teachers**

The daily schedule for middle school and high school employees shall be no more than six (6) regular class periods unless mutual arrangements are made between the principal and the employee.

7. **Job Share Opportunities**

All written requests for job share shall be reviewed by the building principal/supervisor, building site committee, district office, and the Southern Oregon Bargaining Council. All parties must agree on the terms and conditions of the job share and each job share application will be considered individually on its own merits. Job Share participants will be required to choose to either pay the other 1/2 of the insurance package and stay with the regular group or accept the Step Rate option currently in use. Job shares may be continued up to two (2) years.

If a teacher wishes to continue sharing one position after two years of job share s/he may elect to become part-time. *Part-time teaching positions shall be pro-rated in salary, preparation time, etc. Once a teacher is part-time they no longer automatically can choose to be full time, they must apply per Article 7.

*Part-time licensed bargaining unit members are those working 20 or more hours but less than full-time.

8. **Maintenance of Classroom Control and Discipline**

- a. All bargaining unit members shall be informed of state law regarding pupil conduct and discipline at the first available in-service date by their respective building principals.
- b. In accordance with the Students' Rights and Responsibilities Handbook, any student who has been involved in a violation of state or federal law regarding weapons at school will be immediately suspended pending administrative investigation. If the investigation confirms that the student was in violation of state or federal laws regarding weapons at school, the student shall be reported to the appropriate law enforcement agency. The student shall be expelled from school for a period of not less than one calendar year. The Superintendent may modify the disciplinary consequences on a case-by-case basis.

- c. Student disciplinary records shall be accessible to unit members assigned to teach or supervise the student. School officials will set up procedures so that available information about students with criminal records of violence, including weapon violations, will be communicated in accordance with state and federal laws to unit members who “need to know” as a result of an assignment to teach or supervise the student. Other than for employment related purposes, this information shall be kept confidential.
- d. The District shall support and uphold employees in their efforts to maintain discipline and shall give a timely response to all employee requests and concerns regarding disruptive students and other discipline issues.
- e. At the request of the teacher, a meeting will be held with the building principal or designated representative to discuss student concerns and/or additional supports to help keep a safe and effective learning environment.

9. **Classroom Instructional Time**

Student contact time will be defined as any time a teacher spends instructing or supervising students. Student contact time shall not exceed 1575 minutes per five (5) day work week for TK-12th grade teachers. The instructional day for TK-12 students shall not exceed 7 hours.

10. **Additional Classroom Coverage**

With prior approval of the principal, licensed bargaining unit members may volunteer to cover classes. No compensatory time or extra compensation shall be paid in such instances. If, however, a licensed bargaining unit member is required by the principal to cover for another licensed bargaining unit member due to lack of substitutes or any other reason deemed sufficient, the District shall pay the member’s hourly rate up to curriculum rate for additional planning for the member that is covering the class. Members that cover the class for less than two hours will be paid one hour of planning time. Members that cover the class 2-4 hours will be paid for two hours of planning time.

11. **Evening Events**

Certified staff may be required to attend and participate in up to 3 evening events (does not include trade or paid time such as parent conferences) per school year.

Classified staff may be required to attend and participate in up to 3 evening events. If required to attend, classified staff will be compensated or allowed flex time (within the same work week) with Principal approval.

Evening events will be planned in August, to the extent possible. Any events planned in the future will be done so with a 30-day minimum notice to staff.

B. **CLASSIFIED MEMBERS**

1. **Workweek - Overtime**

- a. The workweek for pay purposes shall commence at 12:01 a.m. Sunday and conclude on the following Saturday midnight. The normal workweek within that period will consist of five (5) consecutive days. Additional time required by the supervisor for an employee to work shall be compensated with time and one-half at that employee's regular rate of pay. An employee in the bargaining unit shall not be required to work in addition to eight (8) hours per day or forty (40) hours per week without compensation of time and one-half of that employee's regular rate of pay. Compensatory time off by agreement of the employee and his/her supervisor can be granted in lieu of monetary pay at the rate of one and one-half hours credit for each hour worked in excess of forty (40) hours in any one workweek or in excess of eight (8) hours in any one day.

The supervisor and an employee may agree to modify the work schedule to allow for four (4) ten (10) hour days. In the event an employee is required to work beyond ten (10) hours a day or forty (40) hours a week he/she shall receive overtime compensation for the additional hours. Compensatory time shall apply if the district initiates the request or if the employee notifies the district of need and the district agrees to the extended work schedule. In addition, if an employee desires to flex his or her regular daily schedule they may request a shift in their work hours beyond the standard eight (8) hour day without any overtime obligations as long as the employees work week does not exceed forty (40) hours in the week and the supervisor approves the request.

- b. The District will base computation for compensation on total hours worked.
- c. For less than 12-month employees, or less than eight (8) hours per day, the District will base computations on the scheduled number of work hours plus the number of negotiated hours of holiday pay for such employees. Any additional work performed by the employees will be paid at the next normal pay period.
- d. Notwithstanding section A above, extra duty contracts do not require the District to pay overtime, unless the hours worked in the extra-duty position and the employee's regular position results in an excess of over forty (40) hours of work in any given work week.

2. **Lunch and Rest Periods**

- a. Each employee will receive an uninterrupted lunch period of at least one-half hour and not to exceed one hour as scheduled by the immediate supervisor.
- b. Employees required by the District to eat their lunch at their workstation shall have that time paid as time worked. If the District requires the employee to remain on District property or requires any work by the employee during a lunch period, the entire period will be considered time worked. Any such requirement will be for emergencies only and another lunch period will be scheduled as soon after as reasonable.
- c. Employees will receive a rest period of not less than ten (10) minutes nor more than fifteen (15) minutes for every four (4) hours or major part thereof worked in one work period. It will be taken after a two-(2) hour and fifteen (15) minute period of continuous work. Time for breaks within these requirements will be controlled by the immediate supervisor.

3. Instructional Assistants

- a. When applicable, transition time will be worked out with the building principal.
- b. Instructional Assistants shall not create lesson plans.
- c. Special Education Instructional Assistants will not be required to work outside of their hired classroom duties (resources rooms leaving for lunch duty) unless determined by the Principal, to be used as a last resort or in limited capacity or in their job description to support students.

C. ALL EMPLOYEES

Health and Safety

1. District will comply with state and federal law regarding safety committees.
2. When an employee is aware of a safety concern, he/she shall notify the building principal of the concern.
3. If the employee does not believe the issue has been adequately addressed, he/she may complete a Work Environment Concern Form and submit it to the District office.

ARTICLE 6 – USE OF VIDEO SURVEILLANCE

The Superintendent will meet with principals annually and advise them of the appropriate protocols for using video surveillance. The purpose of videos in schools is to ensure the safety and security of staff, students and District equipment and facilities. It is understood that such surveillance can be used for corroborative evidence in employee discipline and dismissal cases and in those instances where workplace violations are viewed in the normal course of using videos for student supervision.

The normal course of using video for student supervision is defined as reviewing student incident(s) which include but are not limited to student fights, vandalism and theft or to monitor previously identified troubled zones.

ARTICLE 7 – VACANCIES AND TRANSFERS

A vacancy shall be defined for purposes of this Agreement as a bargaining unit position not currently filled by a current employee once the District has finished assigning or transferring staff or newly created position within the bargaining unit.

The Superintendent or his/her designee shall cause a notice to be posted via e-mail sent to the local Council President and to all staff at their school email address at least seven (7) working days prior to the deadline for submitting applications for vacancy.

During the summer months the posting will be in the District office, on the District website via a link to on-line application program (e.g., Frontline, TalentEd) and an e-mail posting to District employees, the home of the Council President (if the Council President provides the home e-mail address to the Superintendent or his designee), and an email posting to the OEA office (if an email address is provided to the Superintendent or his/her designee).

The notice will list the following:

- A. Job Title
- B. Minimum Qualifications
- C. Pay Range

Employees within the bargaining unit shall be eligible to apply for any vacancy in the bargaining unit that becomes available and for which they are qualified.

The District will give consideration, including an interview, to qualified and when applicable licensed District employees.

A. VOLUNTARY TRANSFERS

Employees who desire to transfer to a vacant position in another classification or job location shall file a written request with the Human Resources Department.

Typical Process for Voluntary Transfer:

1. Employee submits a request to Human Resources prior to the seven (7) working days deadline for submitting application for the vacancy.
2. Human Resources will review requests after the seven (7) working day posting period.
3. Human Resources will contact the current employees' supervisor and the supervisor who oversees the current open position.
4. Human Resources will provide the employee a response as to whether the voluntary transfer was approved or denied.

The District will review transfer requests prior to making a decision regarding the assignment of staff. If an employee's request for voluntary transfer has been denied, s/he may request in writing and then receive written reasons therefore from the Human Resources Department. Common reasons for a denied voluntary transfer include, but not limited to: multiple employees have applied or entered a voluntary transfer request for the vacant position, submitted veteran application, request was submitted after the seven (7) working day period, or employee is not qualified for the position. The reason is not grievable. Persons requesting transfers shall not be disciplined as a result of such request.

If the District initiates a voluntary transfer conversation with an employee and the employee agrees to the transfer, they will receive \$100.

B. INVOLUNTARY TRANSFERS

When a member is being involuntarily transferred, notice will be given to the employee as soon as reasonably possible, but at least five (5) working days prior to being involuntarily transferred. The employee will have an opportunity to discuss the transfer with the Human Resources Department.

The employee will be notified in writing of the specific reasons for the transfer; however, the reason(s) is not grievable.

When an employee is involuntarily transferred to another building, they will be compensated \$100. If an employee is involuntarily transferred more than once in a CBA cycle, they will be compensated the \$100 and an additional \$100 will be added to the previous compensation amount.

The employee, and if requested an Association Representative, will have an opportunity to discuss the transfer with the supervisor and in advance of any transfer to another building to discuss the transfer and any necessary assistance.

ARTICLE 8 – ASSIGNMENTS

- A. All licensed employees will be given written notice of their work assignments, subject assignments, and building/work site and classroom assignments by July 15. The District will make reasonable efforts to see that all classified employees shall be given written notice of assignments which will include current pay range, new pay rate, vacation accumulation, and sick leave accumulation for the forthcoming year by July 15. Classified employees shall be given notice of their immediate supervisor.
- B. In the event the conditions require changes in such assignments after that date, the District agrees to provide the affected bargaining unit members and SOBC local representative written notice of such changes. These notices will be sent to the last mailing address the employee has provided the District.
- C. Procedural violation of paragraphs A and B above will not be subject to the grievance procedure set forth herein.
- D. Teachers directed to move their classroom (includes grade level changes in same building and room changes where course substance is not changed) twice in a three (3) year period will receive \$100 after the second move.
- E. When a classified employee changes to a position in a different classification the new supervisor and the employee will discuss training needs and how those training needs will be addressed.

ARTICLE 9 – EVALUATION

A. TEACHER EVALUATION

1. Teacher evaluations will be in writing. Two copies will be submitted to the employee at the time of personal conference or within ten (10) days thereafter; one (1) copy will be signed by the person making the evaluation and the employee and retained by the administration; the other is to be signed by the person making the evaluation and the employee and retained by the employee. The employee's signature only reflects receipt of the evaluation, not agreement with the content. An employee may respond in writing to the evaluation, have it attached to the evaluation and placed in his/her personnel file.
2. Contract teachers shall be evaluated at least once every two years and probationary teachers at least once annually.
3. Student achievement gains, test scores and/or individual student performance gains, shall not be considered in the evaluation of licensed employees.
4. **Program of Assistance**

If the District decides a program of assistance is appropriate the program will include performance to be corrected, the District's expectations, a timeline and identify any assistance that will be provided by the District. The intent of a program of assistance is to support the evaluative process by aiding the teacher in continuing professional growth and to determine the teacher's performance of their teaching responsibilities. Failure to complete a program of assistance could have an impact on the teacher's continued employment.

An employee who is to be placed on a program of assistance for improvement will receive advanced written notification prior to setting up a meeting to review the draft of the program of assistance. The employee will meet with the supervisor(s) responsible for administering the program for the purpose of: discussing the program; asking questions; and seeking clarification of its requirements. The employee is entitled to Association representation in any meeting with administrators regarding the program. This section is applicable only to formal programs of assistance which are developed in accordance with ORS 342.850. It is not intended to be implemented in the early stages (first level interventions) of an administrator working with an employee to improve performance prior to needing a formal program of assistance.

Evaluations and performance related meetings are focused on supporting and improving employee performance and not disciplinary in nature. The employee is responsible for answering questions and providing information. If the employee chooses to have a representative present, the representative's role is to focus on clarifying questions, facilitating communications, expressing concerns about unfairness, impracticality and identifying other information the supervisor should consider in evaluating employee's performance. The representative may not prevent or obstruct the administrator from asking questions of the employee regarding the employee's performance and/or progress on the program of assistance.

The employee may request a mentor as part of the assistance provided by the District. Any mentor selected must be mutually agreeable to both the employee and the District. Mentors shall not participate in the evaluation of the employee and shall not testify in any hearing or procedure regarding the performance of the employee.

B. CLASSIFIED EVALUATION

1. Classified evaluations shall be completed by supervisory or administrative staff of the District who are knowledgeable of the work being performed.
2. Each bargaining unit member, upon employment and upon his/her annual request thereafter, shall receive a copy of the position description for their regular assignment. Employees shall be evaluated on the performance of their normal duties as generally outlined in their position description and other day-to-day directives they receive from supervisors. Evaluations may also consider general employment responsibilities provided the employee has been notified of these responsibilities.
3. Any probationary employee may, by request, have a meeting with their supervisor during the probationary period to get feedback on their work performance.
4. Classified new hires shall demonstrate their ability to perform the duties of the position for which they were hired for a probationary period of which the duration is nine (9) months . Periods of absence from work shall not be counted toward completion of the probationary period. At the expiration of said probationary period, if in the opinion of the employee's supervisor the employee is not performing the duties of the position satisfactorily, that employee will be dismissed. The District shall have the right to discharge any employee at any time during said employee's probationary period and this right shall not be subject to the grievance process.
5. All other classified employees will receive a written evaluation from their supervisor at least once every two (2) years. Upon request, the bargaining unit member shall be granted an evaluation conference with the evaluator.
6. The evaluation will be discussed with the employee, signed by the supervisor and the employee, and a copy given to the employee. The employee's signature only reflects receipt of the evaluation, not agreement with the content. If the employee does not agree with the supervisor's evaluation, said employee may attach his/her rebuttal to the evaluation and both said documents shall be placed in the employee's personnel file. The observations, findings and conclusions of the evaluator are not subject to grievance.
7. If in the opinion of the employee's supervisor, the services of an employee are unsatisfactory, the following procedures will be implemented:
 - a. The District shall conduct a conference with the employee, the Council's representative if the employee so requests, and the supervisor; at which time the District shall inform the employee orally and in writing of the types of deficiencies, discuss the District's expectations of the employee, and the assistance to be provided by the district, and inform the employee of the corrections that must be made within a specified number of working days, but shall be not less than thirty (30) working days. The District will provide mentor assistance at the request of the employee. Any mentor selected must be mutually agreeable to both the employee and the supervisor. Mentors shall not participate in the evaluation of the employee and shall not testify in any hearing or procedure regarding the performance of the employee.

The employee is responsible for answering questions and providing information. If the employee chooses to have a representative present, the representative's role is to focus on clarifying questions, facilitating communications, expressing concerns about unfairness, impracticality and identifying other information the supervisor should consider in evaluating employee's performance. The representative may not prevent or obstruct the administrator

from asking questions of the employee regarding the employee's performance and/or progress on the program of assistance.

- b. If at the end of thirty (30) working days the employee's performance is not thereafter satisfactory, a recommendation may be made for dismissal and the reasons therefore shall be furnished to the employee in writing. If satisfactory improvement has been made, the employee will be so advised in writing.
- c. Upon a request in writing, a bargaining unit member who has been dismissed as provided herein shall be entitled to a hearing before the Board of Education. The Board will make a final and binding determination. The employee will be afforded notice of the hearing and opportunity to be represented by the Council. The hearing provided by this Article shall be in lieu of, and not in addition to, the hearing provided by ORS 332.544. The decision of the Board is final and binding and is not subject to the grievance procedure.
- d. Fraud, theft, deception, intoxication, or being under the influence of drugs, or deception in submitting reports or information required or willful disobedience of an order is not included in the requirements of sub-paragraphs "a" and "b" hereinabove set out.
- e. At the time a conference is held as provided in Section 1 herein, upon his/her request a copy of Article 9 (Evaluation) shall be given to the employee.

C. ALL BARGAINING UNIT MEMBERS EVALUATION

1. Bargaining Unit Members shall not evaluate other bargaining unit members and, except for the position of Driver Trainer in Transportation, no bargaining unit members will provide written input to be used for the evaluation of another bargaining unit member. Ethical Educator requires licensed employees to respond to requests for evaluation of colleagues and keep such information confidential as appropriate.
2. The District will make reasonable effort to complete evaluations by August 1st for twelve (12) month employees, and June 1st for all others.

ARTICLE 10 – PERSONNEL FILES

A. CONTENTS OF FILE

The personnel file shall contain all materials relevant to the bargaining unit member's employment. Each employee shall have the right, upon request, to review the contents of this file exclusive of materials received prior to the date of his/her employment by the District and also to receive a copy (at employee expense) of any documents contained therein. An employee shall be entitled to have a representative of the Council to accompany him/her during such review.

Each employee's personnel file subject to review shall contain the following minimum items:

- > All employee evaluation reports
- > Photostatic copy of the employee's certificate/license
- > Transcript of academic records
- > Contract status recommendation

Copies of annual contracts of the employee shall be available for inspection by the employee in the office of the clerk.

An employee's immediate supervisor may maintain a building or working file that is not part of the personnel file. The contents of the working file shall be available to the immediate supervisor, the employee or the employee's designee, but the file is otherwise considered a confidential file. Material transferred from this file to the personnel file will be done only after written notification to the employee.

B. SIGNATURE ON FILE CONTENTS

No material derogatory to an employee's conduct, service, character, or personality shall be placed in his/her personnel file unless the employee has had notice. The employee will acknowledge that s/he has had an opportunity to review the material by affixing his/her signature to the copy to be filed. The employee will also have the right to submit a written answer to such material and attach it to the charge.

C. No documents or other material derogatory to an employee's conduct shall be placed in an employee's personnel file after severance.

D. In the event the employee refuses to sign any material presented to them for placement in their file, their supervisor may, along with one witness include that information in the employees file with a notation signed by the supervisor and the witness, saying the employee was made aware of the material and refused to sign it. Further that in this case, and in all cases, a copy of the information placed into the Personnel file will be provided to the employee and copies to the Council.

ARTICLE 11 – PAID LEAVES OF ABSENCE

A. SICK LEAVE

Employees who are absent because of a medical/dental appointment, illness or injury for themselves or an immediate family member shall receive compensation on account of sickness during such absence in accordance with the provisions and reservations pertaining to sick leave allowance. If an employee is using sick leave for purposes of medical/dental appointments the request must be submitted, when possible, no later than five (5) days in advance unless it is an emergency situation or they have supervisor approval. It is also expected an employee will return to work upon conclusion of the medical/dental appointment unless the employee is eligible for sick leave due to illness or injury.

1. Sick leave shall be earned at a rate of one day scheduled hours per month. Such leave shall be credited to said employee on the first day of their work year. In case of employees who begin service after the beginning of the school year, sick leave shall be credited on the first day of active service and shall consist of one (1) day for each payroll month remaining in the school year. Employees terminating before the end of their work year who have used more hours of sick leave than their service days entitle them to, shall reimburse the District for the excess hours paid them.
2. Accumulation: Sick leave days may be accumulated by employees only if not used in the year for which granted. There is no limit on the number of hours accumulated.
3. Pregnancy and Family Leave: The District will comply with the provisions of the Oregon Family Leave Act and the Federal Family Leave Act with regard to employees requesting leave under these provisions. ORS 659A.150-659A.186, and 29 U.S.C. 2601 et seq.
4. Transfer of Sick Leave: The District will permit an employee to take up to seventy-five (75) days sick leave at full pay 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 will not be effective until the employee has completed thirty (30) working days in this district.
5. Notification of Sick Leave Status: Employees may request this information from the administration office at any time.
6. **Sick Leave Bank:**
 - a. The District and the Association will establish and manage a paid sick leave bank for bargaining unit members. The purpose of the sick leave bank shall be to extend to those employees additional paid leave hours should a serious illness or injury exhaust the bargaining member's accumulated leaves (e.g., personal, vacation, etc.).
 - b. Bargaining unit member's participation in the sick leave bank shall be voluntary. No later than October 15th of each year or 30 days after hire date, whichever is later, an employee who wishes to participate in the sick leave bank will notify the District and indicate how many sick leave days (minimum .5 days) he/she wishes to contribute to the sick leave bank. Participation is on an annual basis. Employees must notify the District and contribute to the sick leave bank each year in order to be eligible to access additional leave from the sick leave bank. Required contributions to the sick leave bank will be suspended whenever the bank exceeds 400 days.

If an employee has never worked in education before, then during the first three years of employment with the district, the required donation to the sick leave bank will be waived.

- c. Requests for contributions of sick leave hours will be sent to all bargaining unit members when necessary. The maximum annual contribution of sick leave to the bank by any bargaining unit member shall be three (3) days.
- d. All sick leave hours contributed to the sick leave bank shall be deducted by the District from the contributor's sick leave account at the time of contribution. Once the leave is donated to the bank the revocation of the sick leave day is final and will not be returned to the donating employee.
- e. Sick Leave Bank hours shall only be used by bargaining unit members who have a doctor's opinion they are unable to perform their assigned responsibilities for more than five (5) work days due to a serious illness, injury, or physical or mental condition or other reason acceptable under OFLA/FMLA (excludes parental and sick child leaves and leave due to elective surgery which are not eligible for coverage). If a request is made under extenuating circumstances, the request may be reviewed by the district representative and Association representative resulting in additional leave being granted.
- f. A bargaining unit member chosen by the Association and a representative chosen by the District shall work together to accomplish the following:
 - i. Award or deny a bargaining unit member's request for leave from the Sick Leave Bank; and
 - ii. Terminate the use of sick leave from the Sick Leave Bank for a bargaining unit member should he/she exhaust benefits, become ineligible or "misuse" benefits from the Bank.
- g. An employee who has been denied access to the Sick Leave Bank may appeal the decision to a committee made up of three (3) representatives chosen by District and three (3) bargaining unit members chosen by the Association. The committee shall use a consensus-based decision-making model when reviewing all Sick Leave Bank decisions in dispute or appealed.
- h. An employee must exhaust all of his/her paid leave prior to accessing the Sick Leave Bank and not be collecting workers' compensation or long-term disability benefits in order to be eligible for leave from the Sick Leave Bank.
- i. No one shall be granted more than sixty days in one year from the Bank. If an employee does not use all of the days granted by the Sick Leave Bank, the unused sick leave days will be returned to the Bank. In extenuating circumstances, this may be reviewed by a representative from the district and a representative from the Association to mutually agree upon any additional days beyond the sixty days per year.
- j. Any unused Sick Leave Bank days at the end of the work year shall be carried over to the next work year. An annual account balance shall be provided to the Association upon request.
- k. If the Sick Leave Bank becomes depleted, the District will contact the Council and discuss whether additional days should be solicited.

- 7. **Overtime Computation:** For classified employees, all used sick leave time shall be computed as time worked in computing overtime.

B. BEREAVEMENT LEAVE

Up to three (3) days leave will be granted 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, grandparents and grandchild, uncle, aunt, nephew, niece, and any other member of the immediate household. Bereavement Leave is intended to be used for grieving, estate matters, funerals and memorials. Employee must take or schedule the time within sixty (60) days of the date on which the eligible employee receives notice of death of a covered family member. Thereafter, any additional leave will be taken as part of sick leave. This leave is non-accumulative.

C. INJURY ON DUTY

Absence due to a compensable injury as defined in ORS 656.005 (8) and incurred in the course of the employee's employment shall be charged against the employee's sick leave days in proportion to amount of compensation received from the District. The District shall pay to such employee the difference between his/her regular salary and the benefits received by him/her under the Oregon Workers Compensation Law.

D. DISCRETIONARY PERSONAL LEAVE

1. Each bargaining unit member is granted discretionary leave in the following manner based on the number of assigned calendar days annually.

Less Than 200 Calendar Days	3 Days of Discretionary Leave
200-219 Calendar Days	3 ½ Days of Discretionary Leave
220 or more Calendar Days	4 Days of Discretionary Leave

Such leave may be used for any purpose deemed appropriate by the employee and the employee is not required to state the purpose or nature of the leave. This leave shall not accumulate from one year to another.

2. Whenever it is necessary for a member to be off duty, the building principal/supervisor will be notified as soon as possible so that a substitute may be hired, if appropriate. The building principal/supervisor shall have authority to withhold or cancel discretionary leave if for some reasons there will be too many employees absent and a substitute cannot be obtained.
3. At the end of the contract year the District will pay \$150 per day for each unused discretionary day not to exceed their daily rate. If the employee does not use any of their annual discretionary leave during the year, the employee will receive an additional \$100. Checks will be issued at the beginning of each school year for the preceding school year. For the purpose of this Agreement full-day or half-day increments only.

E. LEGAL

Bargaining unit members are subject to jury duty and answering subpoenas the same as other citizens. Any member who is required to serve on jury duty or who is subpoenaed shall receive his/her regular salary during any time s/he is officially attending to such legal matters. Any remuneration, less mileage paid, received as a result of jury service during any scheduled work day is to be returned to the District. This provision shall not apply to employees who are involved in personal legal actions, as defendants in a criminal case or as claimant or defendant in a civil case. In such cases, unpaid leave may be granted by the District.

F. **TEMPORARY MILITARY LEAVE**

The District will comply with ORS 408.240 *et. seq.* regarding military leave.

G. **SABBATICAL LEAVE**

The bargaining unit member must have completed at least seven (7) years of service in the District and agree to remain at least two (2) years in the District after return from sabbatical.

1. Sabbatical leave will be solely for the purpose of study as approved by the District. A description of the proposed program will be submitted in detail for approval.
2. An employee on sabbatical leave will receive a salary equal to one-half (1/2) of the salary based on the salary schedule alone to which s/he would be entitled for the ensuing school year. Insurance would continue to be provided by the District. There will be no tuition reimbursement and no advancement on the salary schedule based on additional experience. Horizontal movement based on additional training is not precluded, however, should the employee otherwise qualify.
3. One employee per year will be eligible for sabbatical leave. Requests will be made prior to February 15 for leave the following school year. Approval or denial will be made by March 15.
4. An employee who does not abide by the agreement to return for two (2) years will repay the District a sum bearing the same ratio to the amount of salary received while on leave that the unfulfilled portion of the two (2) subsequent years bears to the full two (2) years, provided, however, the employee is released from payment if failure to fulfill the two (2) year provision is due to his/her illness, medical disability, death, or termination of employment by the District.

ARTICLE 12 – UNPAID LEAVES OF ABSENCE

A. DISCRETIONARY LEAVE

1. By agreement between the Board and an employee, an employee will be entitled to an unpaid leave of absence up to one school year in duration after his/her first five (5) years of employment in District No. 9, but s/he shall be entitled to no salary or benefits during such leave. Subsequent leaves are not granted until five (5) additional years of employment are completed. An employee must notify the Board in writing on or before April 15 of acceptance of his/her position for the following year.
2. Priority for leaves of absences will be based on the following criteria:
 - a. All who apply must have been employed for a minimum of five (5) years in the District.
 - b. An application for such leave of absence must be submitted by April 15 for the following year.
 - c. Priorities for leave of absence are:
 - i. Bargaining unit members who have the greatest number of years of employment with the District will be considered first.
 - ii. If two or more employees have the same number of years of employment in the District, then total years of employment will be considered.

B. MISCELLANEOUS PROFESSIONAL LEAVES

A leave of absence of up to one (1) year may be granted to an employee for the purpose of engaging in study at an accredited college or university reasonably related to his/her professional responsibilities, exchange teaching, Teacher Corps, Peace Corps. For service as an officer of the state or national education organization, its staff or public office, an additional year of leave may be granted. There will be no vertical movement on the salary schedule based on experience, but if otherwise qualified, horizontal movement based on additional education will be granted.

C. MILITARY

The District will comply with state law regarding military leave, ORS 408.240.

D. MATERNITY, ADOPTION AND CHILD CARE

A leave of absence of up to nine months or the remainder of the school year shall be granted to employees for pregnancy other than that covered by sick leave, adoption or child care upon written request of the employee. Said leave may be extended for an additional nine (9) calendar months at the sole option of the District upon written request of the employee.

E. PARENTAL LEAVE

1. The District shall comply with the provisions of the state and federal family leave laws.
2. Members may use up to 60 days of accrued paid leaves, including sick leave and personal leave for leave under this section. In addition, the district shall continue all paid insurance benefits in effect during the leave.

3. The regular employment position of a member on leave under this section shall only be considered temporarily vacant for the period of the leave of absence, and the member shall not be subject to removal or discharge from such a position as a consequence of the parental leave of absence.
4. Upon the termination of the family leave of absence of the member under this section s/he shall be restored to the former or an equivalent job without loss of seniority, sick leave credits, or any other employee benefit or right which had been earned at the time of the leave of absence. If the District's circumstances have so changed that the member cannot be reinstated to the former or equivalent job, the member shall be reinstated in any other position which is available and suitable. However, the District is not required to discharge any employee in order to reinstate the member to any job other than the former or equivalent job.

F. **EXTENSIONS AND RENEWALS**

All extensions or renewals of leaves not required by law shall be applied for and granted in writing, however, the discretion as to whether such leave shall be extended or renewed remains solely with the District.

G. **RETURN FROM LEAVE**

Bargaining unit members shall not lose their accumulated sick leave or seniority upon unpaid leave of absence. They shall not accumulate further sick leave during such leave. The member shall be assigned to the same position if open or a position for which the member is qualified.

H. **FRINGE BENEFITS**

During the term of unpaid leave granted, the District shall continue to make available for the duration of the leave to the employee at his/her expense medical insurance as though said employee were on active duty.

ARTICLE 13 – WORK YEAR

A. **CLASSIFIED EMPLOYEES**

Vacations and Holidays

1. Paid holidays for employees on a 12-month schedule shall be:

Labor Day	New Year’s Day
Veterans’ Day	Martin Luther King Day
Thanksgiving Day	Presidents’ Day
Day after Thanksgiving	Memorial Day
Christmas Day	Independence Day
Day prior or following Christmas	

Paid holidays for employees in the bargaining unit working less than 12 months:

Labor Day (limited to employees who work the nearest workday for that position prior to and following Labor Day)

Veterans’ Day	New Year’s Day
Thanksgiving Day	Presidents’ Day
Day after Thanksgiving	Memorial Day
Christmas Day	

2. All paid vacation time and holidays shall be computed as time worked in computing overtime.

Vacation time earned by 12-month employees in the bargaining unit shall be outlined in the following manner:

<u>Years Completed with the District</u>		
1-4	5-9	10
<u>Vacation Days</u>		
10	15	20

Vacation time as outlined above shall be earned and compensated at the employee’s rate of pay. Holidays that fall in the vacation period shall not be counted against vacation time.

3. The vacation anniversary date for all employees shall be July 1. Each July 1, an employee may bring forward up to a total of 40 hours (5 days) of unused vacation time granted for use during the previous year for use during the next twelve (12) months.
4. Vacation time in the amount established by part 2 above will be granted to employees on the July 1 following its accrual. Considering the employee’s written request, scheduling of employee’s vacation will be done by the employee’s supervisor, taking into consideration the employee’s work schedule and the needs of the District.

**B. TSPC LICENSED STAFF
(Licensed Employees)**

1. Except as modified in section C below, the school work year of TSPC licensed bargaining unit members shall not exceed one hundred ninety-three (193) days which will include the following:
 - a. Not more than One Hundred-seventy-two (172) pupil contact days
 - b. One teacher work day prior to each reporting period for students
 - c. Five (5) in-service days (1 day will be prior to in-service week as designated by the district. If an employee has a conflict with the designated day, they can work with their building administrator to arrange an alternate day.)
 - d. Six professional development days
 - e. Six paid holidays: Holidays, paid and unpaid, will include the following:

Labor Day (paid)	Christmas Day (unpaid)
October In-service Day (unpaid)	New Years' Day (unpaid)
Veterans' Day (paid)	Presidents' Day (paid)
Thanksgiving Day (paid)	Memorial Day (paid)
Day following Thanksgiving (paid)	
Other days designated as such in the school calendar	

2. The school work year for new teachers shall not exceed 194 days. Teacher attendance shall not be required whenever student attendance is not required due to inclement weather.

The school work year for speech language pathologists, school psychologists, occupational therapists, physical therapists and registered nurses may be up to two hundred (200) days but no less than contractual minimum for certified teachers. The employee and their supervisor may mutually agree that the employee does not need to work the 200-day contract limit.

ARTICLE 14 - TUITION PAYMENT

A. CLASSIFIED EMPLOYEES

The District shall grant classified employees three thousand (\$3,000) dollars for tuition to be used for career improvement programs under the supervision of the administration. Classes must be related to improvement in the area of the position then currently held by the bargaining unit member. Payment is limited to two (2) classes per person per year with a maximum of \$600 per class. These funds shall be available on a first-come, first-served basis until the funds are expended. At the time of payment, the employee shall sign a statement that s/he will reimburse the District for the amount expended by the District if s/he fails to complete the class. Certificate of completion and/or grade slips shall be submitted to the District

B. LICENSED EMPLOYEES

1. The District will pay for three (3) hours of college tuition every three (3) years, for graduate level courses or courses approved by the superintendent in advance. Application for District paid tuition will be made on the "Licensed Staff Tuition Request" form. To receive reimbursement, the licensed bargaining unit member must satisfactorily complete a course with a grade of not less than a "B" or "P" (where pass/fail system of grading is used), and submit a copy of the grade slip to the District Office.

a. Priority consideration in the allocation of this money will be given to employees who are working with conditional assignment permits and who voluntarily agree in writing to obtain additional endorsement(s) as well as those employees working toward their highly qualified status.

2. The District-paid college tuition fund for the contract year will be \$10,000. The tuition will be paid directly to the individual.

3. Moneys left in the college tuition account at the end of the academic year shall be made available to all licensed bargaining unit members of the District on a first-come first served basis. Applications may be made after receipt of grades. Reimbursement shall be based on Oregon resident tuition rates and limited to three (3) hours per licensed bargaining unit member.

a. For those members obtaining tuition reimbursement while on any approved leave of absence, they shall be required to repay the District or the District may withhold from their final paycheck the full reimbursement if the member leaves District employment within a two (2) year period following leave termination.

C. **Program for adding additional Highly Qualified Endorsements, Reading and ESOL Endorsements.**

1. The District will offer to licensed members the tuition costs – minus 75 dollars per course, up to a maximum of \$5000, to obtain a Reading Endorsement or an ESOL Endorsement. In exchange, the member agrees to complete the program, obtain the endorsement and teach for the District for two full school years after the endorsement is obtained.

2. The District will reimburse participants up to \$100 per 3 credit course for books, if books are not provided by the District.

3. The member may choose to voluntarily accept the District's offer, which is made to support and encourage the retention of employees who are willing to obtain additional endorsements to become Highly Qualified in the endorsement areas offered by the District.
4. The employee will not exceed two years in completion of the program, testing and receipt of the additional endorsement. Exceptions are at the discretion of the District. If the employee fails to finish the program or fails to get the endorsement, the District will not be liable for any costs of the program and will be due full reimbursement for all costs already reimbursed.
5. In the event an employee completes the endorsement and works for the district for one year, the District will only be responsible for half of the reimbursement.
6. Should an employee need to leave the program or the District prior to completing this obligation for illness, medical disability, death, or termination of employment by the District, the employee will be released from all repayment obligations. Should an employee need to leave the program for another reason, the repayment obligation may be negotiated with the District; however, release from repayment will be at the District's discretion.
7. Any repayment plan will be worked out by the employee and the District with the goal of having repayment completed within two years.
8. Teachers enrolled in the district sponsored endorsement program will pay full tuition for the course and be reimbursed by the District upon successful completion (Grade "B" or better) of the course for the tuition minus the employee cost of \$75.00. Payment will be made to the employee upon submission of a grade slip with the successful grade in the approved course.
9. This funding option will not be combined with other voucher programs or options.
10. Funding level of the pool will be at the discretion of the District based on its assessment of need and available funding. It will be available to staff on a first come first served basis within the allocation.

ARTICLE 15 - CONTINUING PROFESSIONAL DEVELOPMENT

- A. Members are responsible for developing their own individual Continuing Professional Development Plans (as provided by TSPC Professional Development rules) which are incorporated into the agreement by this reference.
- B. The District will post on its website the District-wide Professional Development calendar for the upcoming year.
- C. With prior approval of the Superintendent's designee, unit members shall be allowed to audit courses that have application to their teaching assignments or re-licensure/Continuing Professional Development plan for the purpose of meeting these requirements.
- D. Unit members will be permitted to attend workshops, conferences, or other professional development activities for the purpose of meeting these requirements subject to available funding and Site Staff Development Plans.
- E. The District shall not unreasonably withhold signature of unit member's TSPC Professional Development plan.
- F. Teachers who have passed the National Board Certification Test prior to July 1, 2003, shall receive \$1450 annually for the duration of their certificate. Persons passing the National Board Certification Test after July 1, 2003, shall receive a one-time only stipend of \$1000.

ARTICLE 16 – DUES AND PAYROLL DEDUCTION

The District agrees not to honor any check off authorization or dues deduction authorization executed by any employees in the bargaining unit in favor of any other labor organization or organization representing employees for the purpose of bargaining for wages, hours and working conditions and other fringe benefits for its employees so long as the Association is certified as the bargaining agent of the employees. Upon appropriate written request from the bargaining unit member, the District shall deduct from the salary of said member and make appropriate remittance for the following deductions: credit union, annuity programs. Payroll deductions as provided herein shall continue until a written cancellation is submitted to the District. Other payroll deductions may be facilitated as mutually agreed to between the District and the Association.

Notwithstanding the provisions of Article I, Duration of Agreement, and any other provisions of the Agreement inconsistent herewith, the parties agree the above provision at Article 16, Dues and Payroll Deductions at sections A and B, shall not be reopened or modified and shall not expire unless both the District and the Association agree in writing to do so.

A. CLASSIFIED EMPLOYEES:

The district will deduct from the wages of each employee in the bargaining unit an amount equal to the dues of the Association. Money so deducted will be forwarded to the Association Treasurer, Oregon Education Association, and any or other office designated in writing by the Association.

B. CERTIFIED/LICENSED EMPLOYEES

1. Beginning with the October paycheck, the District agrees to deduct or check off from the wages of all employees who are Association members an amount equal to one eleventh (1/11th) of annual dues to the Association. Such money will be forwarded to the Association Treasurer and Oregon Education Association.
2. A computer printout of employees on Association dues deduction shall be sent to the Association, together with the remittance due to the United Teaching Profession (i.e., local-OEA-NEA), within fifteen (15) days after the monthly salary check has been received by the employees of the District. Association agrees promptly to advise the superintendent of all members of the Council in good standing from time to time, and to furnish any other information needed by the superintendent to fulfill the provisions of this Article, and not otherwise readily available to the District.
3. Teachers' payroll checks shall itemize payroll deductions monthly. Accumulated sick leave days will be shown on the September check.

ARTICLE 17 –ASSOCIATION PRIVILEGES

A. The Association may place material clearly identified as Association information in employee mailboxes in District school buildings/work sites if space is available. The materials will not be of a defamatory nature.

B. **RELEASED TIME FOR MEETINGS**

If any grievance hearing or negotiations are scheduled during working hours, employees who are a party in interest and witnesses testifying to the grievance or are members of the negotiations team will be excused to attend sessions without loss of pay.

C. **USE OF SCHOOL EQUIPMENT**

The Council shall have the right to use school facilities and equipment, all to remain on school premises, including typewriters, communications equipment, duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use and permission is secured from the principal. The Council shall pay for the reasonable cost of all materials and supplies incidental to such use and for any negligence during use.

The Council and the local Association may use the District's e-mail system to communicate with its members regarding Union business within the following conditions:

1. The Council and the local Association agree to abide by the District's policy and administrative regulations regarding the use of District e-mail facilities.
2. The Council and the local Association will not use the District's e-mail system to lobby, solicit, recruit, persuade for or against any political candidate, ballot measure, legislative bill or law, or to initiate or coordinate strikes once the parties have entered into the thirty (30) day cooling off period, walkouts, work stoppages or activities that violate the Contract.

D. **BULLETIN BOARDS**

The Association shall have, in each school site, the use of a bulletin board in a space area to be designated by the administration in each staff lounge/dining room, maintenance shops, transportation shops, school cafeterias. The Association may also be assigned space on the bulletin board in the Administration Office for Association notes. The cost of any additional bulletin boards in lounge or dining areas shall be borne by the Association.

E. **CONFERENCES OF AFFILIATES**

Up to thirty (30) days per contract year shall be available for all Association representatives leave purposes. Association leave is limited to attendance at conferences or conventions of state and national affiliated organizations relating to collective bargaining and administration of bargaining contracts or professional development which aligns with District and/or building initiatives. Days may also be used for local bargaining preparation. Up to ten (10) of the thirty (30) total days per contract year shall be available to attend professional development type conferences or conventions. Representatives will receive pay for the days gone but will not be entitled to District reimbursement for travel, meals or lodging. Notice of the conference or convention and dates of attendance together with the names of the representatives will be provided to the District ten (10) days in advance of the conference or conferences. This leave may not be used to attend the annual Representative Assembly or PAC Convention. If the Association wishes to use

some or all of the thirty (30) available days for Representative Assembly or the PAC Convention, participating employees must take the leave without pay.

The Association will reimburse the District the cost of a substitute, if one is hired by the District while the employee is absent, except when the leave is used for Representative Assembly or Association Convention.

F. **PRESIDENT'S RELEASE TIME**

The Association president (or designee) will arrange leave time in advance with their immediate supervisor for up to an average of two (2) hours per week. Release time will occur before or after the student contact day and not during professional development activities. Said release time shall be with pay. Time that is spent on Association business conducted at the specific request of the administration will not be included in the president's release time. The Association shall reimburse the District for the cost of any substitute needed due to the use of release time, except when used at the request of the District.

G. **RIGHT TO SPEAK AT MEETING**

Upon prior request, an Association representative will be allowed to speak at the conclusion of any work site meeting. The Association shall have time to speak at the conclusion of the general session of the first in-service day for all staff.

H. **ADDITIONAL ASSOCIATION LEAVE**

In situations where the Association has a bargaining unit member involved in union activities not addressed in Section E, it may submit a request to the Superintendent for additional Association leave.

I. **NEW HIRES**

The Association will have the right to speak at the District's monthly New Hire Orientation or similar event for thirty (30) minutes. The District's New Orientations or similar event will occur August through May as needed. The Association may bring up to three members to participate in the New Hire Orientation or similar event. New Hire Orientation or similar event meetings will take place at District facilities as designated by the District. Prior to the start of each school year, the District will determine meeting dates, times, and gather a list of Association members who will participate. These events would take place on employee contracted days and during normal district working hours. The Association will notify the District, if participating members need to change with at least two weeks' notice in advance. This will allow the District to coordinate with members supervisors to minimize interference with District operations. Upon mutual agreement the parties may create an alternative meeting structure to meet with new employees.

ARTICLE 18 - MILEAGE AND TRAVEL ALLOWANCE

A. TRAVEL REIMBURSEMENTS

Staff will receive reimbursements for prior approved travel on school business or activities. The employee will be reimbursed or prepaid the per diem rate for meals, as per the Federal General Services Administration (GSA) standard rate for Oregon. Lodging will be the GSA standard rate for Oregon or actual cost if higher with Supervisor approval.

Teachers/coaches/chaperones shall be paid the appropriate meal allotment amount when stops are made for the purpose of providing meals for students provided prior written approval is secured.

B. MILEAGE RATE

Employees required by their job assignment to travel between work sites will be compensated at the IRS rate. Transportation from home to the place of work and then to home is an expectation of the employee. Home is defined as employee's personal home and work is defined as the employee's assigned work site.

To be eligible for mileage reimbursement, the employee must request pre-approval from the principal/supervisor.

Employees required to travel more than five (5) miles round trip to and/or from the transportation department to pick-up or drop off a vehicle will be compensated at the IRS rate.

In the event more than one (1) person attends the same activity, the participants will car pool, if at all possible, and the District shall not be required to pay for more than one vehicle per four (4) participants.

There will be no mileage reimbursement for grievance, negotiations or evaluation matters.

C. REQUESTED WORKSHOPS

In the event a bargaining unit member requests to attend a workshop, pre-approval from the principal/supervisor is required and the following will occur:

1. Professional Leave Request Form is to be completed and approved by the building administrator/supervisor.
2. When included in the Professional Leave request: expenses for meals, mileage, registration and lodging will be provided in accordance with the staff development plan of each building. That plan will be cooperatively determined by a Site Council, or, if no Site Council exists, a staff meeting of at least three (3) members and the principal/supervisor. A guideline for reimbursement amounts for meals, mileage and lodging is outlined above in subsection A.
3. It is also agreed that this language applies only to in-service expenses and in no way invalidates the intent of the other subparts of Article 15 of the bargaining unit agreement.

ARTICLE 19 - SITE COMMITTEE

- A. The District and the Council recognize that arrangements pursuant to which employees at individual schools/sites are given increased responsibility for making decisions with regard to their day-to-day affairs (“site-based decision-making arrangements”) can foster the collegial exchange of ideas and information that is necessary for effective professional practice, and can improve the educational process. Accordingly, in order to encourage the development and implementation of site-based decision-making arrangements in the District, the parties agree as follows:
1. Each building/site may establish a Site-Based Committee. The committee shall consist of an equal number of classroom teachers and patrons/ community members, at least one classified employee, and one building principal/supervisor. The licensed employee representatives shall be elected by licensed unit members in the building/site. The classified employee representatives shall be elected by the classified unit members in the building/site. At sites where only classified members are employed the committee shall consist of at least three (3) such members, the supervisor, and a patron/community member.
 2. Site Committees will determine allocation of staff development moneys within their building/site allocation.
 3. The Committee, will, among its other functions, conduct during each school year a site-based decision-making orientation program, the purpose of which will be to explain the theory and practice of site-based decision-making and to provide training in the skills (e.g. group problem solving, consensus building) that are necessary to develop and implement effective site-based decision-making arrangements. This program will include a component for all administrators/supervisors and employees.
 4. Each building shall receive 1.0 day of released time per FTE in that building for staff development as determined by the Site Committee.
 5. Prior to the implementation of any site-based decision which significantly affects either program or people, the Committee will work with affected staff to increase staff support and on developing a plan for implementation.
 6.
 - a. If any aspect of a proposed site-based decision-making arrangement is contrary to the terms of the collective bargaining agreement, said aspect will not be approved by the Committee unless a signed waiver is obtained from the Council, and the District. Said waiver must be in writing, and must specify the provisions waived, the nature and duration of the waiver, and the employees affected by the waiver. The waiver will be considered an addendum to the collective bargaining agreement, and any dispute as to its interpretation or application will constitute a grievance within the meaning of Article 26, (Grievance Procedure of said Agreement).
 - b. Except to the extent waived pursuant to Section 6 (a) above, the collective bargaining agreement will remain in full force and effect, and have full application to the employees who are affected by the site-based decision-making arrangements.
 7. The purpose of a building site committee shall be to develop and work toward achieving building level programs, consistent with District policy, that will enhance learning outcomes for students, measure various levels and learning outcomes, improve processes to deliver services to students and improve elements common to strong school/community relationships. The District shall provide support and research to the several committees within allocated resources. The District

shall also provide expected learning outcomes, expected levels of outcomes, expected descriptions of processes and common elements of successful programs.

8. Each site committee shall keep accurate minutes of its meetings and shall update staff regularly.
9. Recognizing the job of site council members, each council shall develop a plan to compensate site council participants and shall annually forward a copy of that plan to the District and the Council by October 1. (For the purpose of this paragraph, compensation may include time, training, payment, or opportunity to serve.)

ARTICLE 20 - JUST CAUSE

- A. No employee will be disciplined, reprimanded, suspended, reduced in compensation, or discharged, nor will any third-year probationary teacher be non-renewed without just cause. This provision does not apply to classified employees who are probationary.
- B. Non-renewal of first- and second-year probationary teachers are not included under the just cause provision or grievance procedure.
- C. Contract teachers faced with dismissal shall have the right of review in accordance with ORS Chapter 342. Dismissal of contract teachers is not subject to the grievance procedure in this contract.
- D. Any disciplinary action taken by the District will be subject to the grievance procedure contained in this contract except as above limited. Information forming the basis for disciplinary action will be made available to the employee at the time the action is taken.
- E. It is the responsibility of each teacher to provide the District with a valid Oregon Teaching Certificate/License. If a teacher's certification/license expires and the 120-day grace period elapses during the school year, the teacher shall be terminated. The teacher shall be deemed to have waived grievance rights under this Agreement provided the sole reason for the termination was the teacher's failure to provide valid certification/license.

ARTICLE 21 - REDUCTION IN FORCE

A. (LICENSED LANGUAGE)

DEFINITIONS

1. **Seniority:** Seniority shall begin accruing from the bargaining unit member's first day of actual service, inclusive of approved leaves of absence, as a licensed employee with the school district. If there is a break in service seniority begins accruing on the next first day of actual service.

If two or more teachers have the same date of actual service, ties will be broken by drawing lots.

2. **Unit:** A unit description for lay-off purposes only shall be District-wide as follows:
 - a. Grade level: Specialists, Elementary K-5 or Secondary 6-8, 9-12 subject matters.
 - b. Specific subject areas within the Secondary level as determined by certification held by the teachers, and highly qualified status when applicable.
 - c. Special certification/license requirements and highly qualified status when applicable.
3. **Reduction in Force:** When the number of employees in a unit, less the number of resignations and retirements exceeds the number of positions approved by the District for that unit.

a. **Reduction Notice**

If the District is contemplating a layoff of any teachers, it will notify the Council as soon as the need for such a reduction is determined by Board Resolution. Such notice will be in writing and will include the specific positions to be affected, the proposed time schedule, and the reasons for the proposed action. Such reasons within the law shall not be grievable. Upon request, and prior to the layoff, the District will discuss with and receive input regarding the layoff from the Council.

The Union will wait until the District has notified employees to contact them and grievance timelines shall not start until the employee has been notified.

b. **Seniority List to Council**

Upon request by the Council, the superintendent will provide the Council with a list showing the seniority, as defined in this Article, of each teacher.

c. **Order of Layoff**

- i. Competence

If the District desires to retain an employee with less seniority than an employee to be laid off, the District must prove that the employee to be retained has significantly more competence than the more senior employee.

- ii. After (3a) above, in conducting a layoff under this article, the District will use current teaching assignments as the basis for categorizing teachers into specified groupings (i.e., K-5, 6-8 and 9-12 subject matter area and specialists). When a layoff is to take place, teachers will be laid off within the above categories as per criteria in Section A.2.

Teachers will be considered for retention in all areas in which they qualify pursuant to Section A.2. at the time of layoff. The notice shall state that the action constitutes a non-personal termination of employment. It shall state the effective date of such termination, describe the member's fringe benefits which may exist during the time following termination, and shall guarantee that upon recall as outlined below, the teacher shall be restored to all benefits, privileges, and status of the contract then in effect between the District and the Council.

- iii. Currently employed administrators who were formerly teachers may be restored to the bargaining unit but with credit for seniority only for the period of time spent as a teacher; however, they shall not replace a more senior teacher.
- iv. **Compliance:** Since ORS 342.934 (1) states that reduction of teaching staff shall be as provided therein, the parties agree that in the event of a conflict, ambiguity or inconsistency between its provisions and the provisions of this Agreement, the statutory provisions will prevail.

d. Recall Procedure

If within 27 months of layoff, a vacancy or vacancies occur within the District, laid-off employees shall be recalled in the inverse order of layoff to fill such vacancies for which they are qualified. From the date of layoff notice, the teacher will be given no less than 30 calendar days to provide the District with additional documentation of certification/licensure demonstrating qualification for another position held by a less senior teacher.

At the time of layoff the District shall provide the laid-off teachers the opportunity to express in writing their desire to return to the District. At the time of layoff the teacher will provide the District with the address to which recall notices should be sent. In the event of a recall, the District shall notify a teacher of recall by certified return receipt letter. The teacher shall have sixteen (16) calendar days from the mailing of such notice to accept the position.

While eligible for recall, those laid off persons may replace a teacher in any unit within the District who has less seniority, provided, that by March 31st of any school year or 30 days whichever is longer, they are qualified by certification/license (as confirmed by email or other written verification by TSPC) to hold such a position. Notwithstanding the March 31st deadline in the previous sentence, during the first year of the layoff, if an employee attains additional licensure or endorsement the employee can notify the District no later than ninety days prior to the start of the school year and they will bump less senior employees within the new endorsement or licensure area. The teacher will be restored to all benefits privileges and status of the contract then in effect between the District and the Council.

In the event of a summer recall, the affected teachers shall report for duty within sixteen (16) days from the receipt of the recall letter or on the opening day of in-service, whichever is later. Failure of the teacher to respond within the time limit specified herein shall terminate his/her right of recall. In the case of a District-wide closure, those members released will be offered the opportunity to return to their previous positions, if they still exist, when school reopens. Teachers whose positions have been eliminated due to budgetary program changes relative to school closure will be subject to the layoff and recall procedures specified above.

B. LAYOFF – RECALL (Classified Language)

1. Layoff Procedures:

- a. A layoff shall occur when a bargaining unit position which, at the time of the action, is filled by an incumbent bargaining unit member which is, as a direct result of the action, either eliminated or reduced in hours so as to deny the incumbent any eligibility for PERS, vacation and the District's contribution towards insurance benefits (not all bargaining unit members are eligible for all of the benefits listed herein). However, hours added to a bargaining unit member's schedule on limited term basis (i.e., an experimental program or a limited term need) not exceeding twelve (12) months and which are subsequently eliminated shall be exempt from the definition of a layoff.
 - b. The District shall determine if a layoff is necessary. Any bargaining unit member who may be laid off as a direct result of a reduction in force will receive at least fourteen (14) calendar days written notice prior to the effective date of said bargaining unit member's layoff.
 - c. The District shall also notify the Council of a layoff of any bargaining unit members(s). Said notice shall include reason for the layoff, the order of layoff, the name(s) of the bargaining unit member(s) subject to the layoff and the dates used by the District for the determination of seniority. If the Council believes that the District has erred in determining the order of layoff, the bargaining unit member(s) subject to the layoff or the seniority dates, it must notify the District within five (5) working days after receipt of its notice from the District.
2. The District shall not reduce positions to less than four (4) hour positions for the sole purpose of eliminating the District's obligations under Article 22 (Employee Benefits).
 3. When a layoff occurs, the least senior employee in the affected classification shall be laid off first unless a more senior employee is on a current plan of assistance. It is understood by the Council and the bargaining unit members that there may be some reasonable adjustment of duties for those employees not subject to a layoff.
 - a. The District may retain a less senior employee in the following circumstances: The employee does not have the training, experience, and certification for the position in accordance with the job description, or
 - b. The nature of the program is such that the student(s) need contact with the employee already known to them. Should the District exercise this provision, the less senior employee shall receive a layoff notice for the following school year if the more senior employee(s) was not recalled.
 4. Bargaining unit members on layoff shall be recalled by classification in reverse order of layoff. A more senior bargaining unit member may bump the least senior bargaining unit member in another classification or another classification series provided the more senior bargaining unit member has previously held a permanent job within the bargaining unit in that classification or series as a non-probationary employee or is qualified for any other classification. Qualification shall be as determined by the district superintendent or his/her designee. The parties recognize when a position requires bilingual skills, a staff person who does not meet the bilingual qualifications is not eligible to displace or "bump" an employee who has second language skills required in their current position. A more senior bargaining unit member who intends to exercise his/her bumping rights as provided herein shall so notify the district superintendent or his/her designee in writing

within five (5) working days of his/her receipt of the notice of layoff. Failure to so notify the district superintendent or his/her designee shall constitute a waiver by said bargaining unit member to any bumping rights as may be provided herein.

5. Seniority shall mean an employee's total length of continuous employment in a bargaining unit position with the District since his/her last date of hire. Bargaining unit members who are laid off as a direct result of a reduction in force as provided herein and who are subsequently recalled to employment in the bargaining unit shall retain full experience level and seniority credit in the bargaining unit except for the period of layoff. For accounting purposes all authorized paid leaves shall be computed as time worked.
6. **Recall Procedures:**
 - a. At the time of the layoff, bargaining unit members who are directly affected by the layoff may express their desire to be recalled. Failure by an affected bargaining unit member to so notify the District within ten (10) working days after their notice of layoff shall eliminate the bargaining unit member's eligibility for recall.
 - b. Each bargaining unit member who, as necessary, advises the District as to his/her current mailing address, shall be eligible for recall for twenty-seven (27) months from the date of his/her layoff.
 - c. The District will hire no new employees to fill positions affected by the layoff as provided herein within the bargaining unit until laid off bargaining unit members have been furnished a seven (7) calendar day notice in writing (days counted are from date of mailing). Such notice shall be mailed to the address retained in the District as provided in Section 2 herein.
7. A bargaining unit member who is properly recalled from lay-off shall within ten (10) calendar days notify the district superintendent of his/her designee in writing of his/her intent to return to work within the twenty-one (21) calendar days. Failure to so notify the district superintendent or his/her designee or failure to return to work will cause the bargaining unit member to be removed from the layoff recall list. Notifications required shall be in writing by personal delivery or U.S. Mail, return receipt requested.
8. Laid off bargaining unit members are eligible for recall to the classification from which they were laid off or any other classification for which they are qualified as determined by the superintendent or his/her designee. Such determination is not subject to grievance. Bargaining unit members recalled to a different classification as provided in Section B.4. shall not relinquish recall rights in their own previously held job classification.

CLASSIFIED SERIES LISTING FOR ARTICLE 21-LAYOFF AND RECALL

Instructional Assistant Series

Instructional Assistant SPED
Instructional Assistant
Monitor

Clerical

HS Accountant
Registrar
McKinney-Vento Liaison
Academic Advisor
Administrative Assistant

Transportation

Bus Driver Trainer
Bus Driver

Mechanics

Lead Mechanic
Mechanic

Physical Plant

Maintenance II
Maintenance I or Maintenance I/Warehouse
Plant Engineer I / II
Custodian I / II

IS/IT

Network Administrator
System Administrator
Computer Technician

Student Management

Student Management Facilitator
District Student Services Facilitator
Disciplinarian

Positions Not in a Series

Library Coordinator
Speech-Language Pathology Assistant (SLPA)
Certified Physical Therapy Assistant (CPTA)
Certified Occupational Therapy Assistant (COTA)
Licensed Practical Nurse (LPN)
Graduation Coach

ARTICLE 22 – EMPLOYEE BENEFITS

A. INSURANCE BENEFITS:

Effective October 1, 2023, the District contribution toward the purchase of insurance for employees who work on average below (seven) 7 hours per day the District’s monthly contribution amounts below shall be pro-rated based on actual regular route hours worked: 7-8 hrs=100%, 6-6.99 hrs=90%, 5-5.99 hrs.= 80%, 4-4.99 hrs=70%. The annual employee proration tier will be determined by September 10th of each year, and will not change for the fiscal year unless the employee voluntarily accepts a new permanent position and then the insurance contribution would be based on the hours of new permanent position. Transportation employees pro-rated tier will be recalculated by February 15 of each calendar year.

Medical, Dental, Vision Tiered Contribution

3% per year increase

	2023-2024	2024-2025	2025-2026
Employee	\$603	\$621	\$640
Employee + Spouse	\$1,308	\$1,347	\$1,387
Employee & Child(ren)	\$1,167	\$1,202	\$1,238
Family	\$1,878	\$1,934	\$1,992

1. The District shall continue to provide an option to purchase \$25,000 Life Insurance Policy for each employee.
2. Health Savings Account (HSA) – The District will make a \$75 per month Health Savings Account contribution for eligible employee participants enrolled in a qualifying high deductible health plan.

B. Opt-Out

Employees who demonstrate they have coverage under district-sponsored or other acceptable employer-sponsored group medical insurance plan may elect to participate in the Opt-Out Program. Participating employees in the Opt-Out Program will receive additional taxable compensation (amount below). Employees may elect to use any portion of these funds to contribute to their Section 125 (flexible spending account) not to exceed current IRS contribution limits.

2023-2026: \$5000

An employee participating in the Opt-Out Program may elect for “Section 125 account” contributions described in this section to be applied toward any benefits that may be available under the District’s applicable Section 125 Plan (for example, AFLAC, health flexible spending arrangement and/or dependent care assistance plan), or the employee may elect to receive up to 100 percent (100%) of the contribution as taxable compensation.

All District contributions described in this section shall be made in substantially ratable installments throughout the applicable year. Employees participating in the Opt-Out Program who leave employment with the District prior to the completion of their contract year will be responsible for repaying any prorated portion of non-Section 125 contribution they have used in excess of the funds they have earned.

- C. There will be no “unused employer contribution” to be used toward other coverage. Any administrative costs assessed by OEBC shall be considered to be part of premium costs for the insurance program and are subject to the same contribution limitations stated above. The District will not be responsible for any costs associated with the insurance program beyond the negotiated contributions.

It is understood and agreed that any employees eligible for insurance coverage under any state-offered health plans that do not meet the requirements for eligibility under this contract will not receive any District contribution. Furthermore, by enrolling in any of the plans he/she agrees to a payroll deduction for the full premiums of selected plans.

- D. Bargaining unit members, by majority ratification of this Agreement, agree to pay by monthly payroll deduction, the premium required to provide long term disability income insurance. The long-term disability income insurance program shall be selected from the options offered by the OEBC.
- E. The District will maintain a tax-sheltered annuity plan (otherwise known as a Section 403(b) plan) for the benefit of District employees and in accordance with applicable federal and state law. The District agrees to assist members by salary deduction and remittance on behalf of the employee.
- F. The benefit programs identified herein shall be provided only in accordance with the underwriting rules and regulations as set forth by the carrier(s) in the policy returned by the policyholder.
- G. The District and the Council agree to create an insurance committee with equal representation of labor and management. The purpose of the insurance committee is to seek a cost-effective insurance program which provides quality insurance benefits for employees. The committee will meet each spring and it will review and evaluate insurance benefits and carriers. In addition, the committee will keep written notes of its deliberations and make a written recommendation to the Board and SOBC within thirty (30) days of receiving insurance rates and plan design information but not later than June 15th. Both the Board and SOBC understand that any changes in carrier and plan choices must then be negotiated. The insurance committee can also be used to study insurance issues when requested by either the District or the Association.
- H. All provisions in this Article are subject to applicable state and federal laws, the terms of the District’s Section 125 plan document (as applicable), as well as the applicable rules, restrictions and limitation of OEBC, the insurance carrier and the District’s chosen Section 125 plan administrator. If any of the provisions of this Article become unlawful or impossible to administer during the term of this Agreement, the parties agree to bargain replacement provisions under ORS 243.698.

ARTICLE 23 – COMPENSATION

The District will “pick-up” the six percent (6%) employee contribution required by state law. The full amount of required employee contributions/payments “picked-up” shall be considered as “salary” within the meaning of the law and with respect to the Public Employee Retirement System (PERS) and the Oregon Public Service Retirement Program (OPSRP) for the purpose of computing an employee member’s “final average salary” within the meaning of the law. Any amount picked up shall be considered to be employee contributions for all purposes under state law.

Notwithstanding the provisions of Article 1, Duration of Agreement, and any other provision of this Agreement inconsistent herewith, the parties agree the above provision at Article 23, Compensation, at Paragraph 1 shall not be reopened or modified and shall not expire unless both the District and the Council agree in writing to do so.

The salary schedules covered by this Agreement are set forth in Appendix “A”, “B”, “C”, “D”, “E”, “F”, “G” and “H”. For the 2023-2024 school year the classified schedule and specialist schedule base will be increased by 4.0% and the certified and specialist schedule base will be increased by 4.0%. For the 2024-2025 school year the classified schedule and specialist schedule base will be increased by 3.0% and the certified and specialist schedule base will be increased by 3.0%. For the 2025-2026 school year the classified schedule and specialist schedule base will be increased by 2.0% and the certified and specialist schedule base will be increased by 2.0%.

All members hired prior to October 1st, 2023, shall receive a stipend equal to 1% of their individual base salary. This shall be for the term of the 2023-2024 school year only and will be prorated equally over their work calendar year.

New positions will be as follows:

Monitor – Step 1 will start at \$15.00

Registrar, McKinney Vento Liaison and Academic Advisor will be on the same salary scale as Administrative Assistants.

Graduation Coach and Student Management Facilitator will be on the same salary scale as District Student Services Facilitator

Network Administrator Step 1 will start at \$21.50

The increment between steps will remain the same.

Employees will be paid no later than the 20th day of each month in which any services have been rendered.

PLACEMENT ON SALARY SCHEDULE

A. CLASSIFIED BARGAINING UNIT MEMBERS

1. All bargaining unit members hired after January 1st of each year shall remain on the step of the salary schedule where placed at the time of hire until July 1 of the following calendar year.
2. New hires will be placed on the salary schedule based on experience in a similar position. New hires with no experience in a similar position will be placed on Step 1.
3. Changes in position involving a lower or higher job classification or pay range will be accomplished by moving the employee affected to the same experience step in the new pay range.
4. Any classified bargaining unit member temporarily assigned by the District to a position in a classification for more than five (5) consecutive work days shall be paid at the rate of said higher classification for all total work days thereafter so assigned.
5. Salary Rates for Demoted Employees - If the employee's salary is higher than the maximum for the class s/he is demoted, involuntarily transferred or recalled to, s/he shall be placed at the step nearest his/her present rate, whether higher or lower.
6. Except as provided in Section "7" below, upon termination of employment the employee will be paid in full for all accrued vacation, compensatory or holiday time at the rate the employee was being paid at termination.
7. Classified bargaining unit members who terminate for any reason prior to their first anniversary of date of employment shall not be compensated for any accrued vacation time.
8. Severance Pay – Only for classified employees hired prior to July 1, 2011: Unless termination is for cause, severance pay shall be granted at the rate of one working month after ten (10) years and one and one-half month's pay after fifteen (15) years of service.
9. Classified employees who work less than 12 months will have their salary prorated over 10 monthly checks (default), unless the employee completes an election form for a 12-month salary option. Classified employees who choose to pro-rate over 10 months will make additional insurance premium contributions for those months in which the employee is not receiving a pay check. Those contributions will be made in April and June.
10. When a classified employee wishes to be considered for Job Reclassification, they will submit a request to the Human Resources Department with all documentation that supports their request attached. The District will notify the Association of all requests for reclassification.
11. Classified employees' that meet the bilingual criteria below may submit a request in writing to HR Department to be granted an increase of \$.40 per hour.
 - a. Employees must present documented evidence of interpretive certification (listed below) to the HR Department with request for hourly increase:
 - Interpretive Skills Assessment OR
 - OPIC language proficiency test OR
 - SPED Interpretation OR
 - Other high level documented interpretive certification may be considered by the superintendent or superintendent's designee.

B. CERTIFIED/LICENSED BARGAINING UNIT MEMBERS

1. Each certified/licensed member shall receive one longevity step (experience) for each year of teaching in District No. 9 up to the maximum of their educational attainment column.
2. When a certified/licensed member has earned the right to a higher salary bracket by reason of increased professional training with graduate level courses or such undergraduate courses that receive prior approval in writing from the superintendent or his designee, the change will be made provided notice is given by September 30. Certification or credits earned for this purpose shall be by official transcript filed in the superintendent's office by September 30.
3. The annual salary will be divided into twelve (12) equal monthly payments. Members who so desire may draw their entire summer pay on June 20th by written notice of intent to do so by May 1 of that year.
4. Any balance in the District's contractual salary due to a certified/licensed member not returning to the District shall be paid on the 5th day following the last working day unless otherwise provided by the written consent of the member.

C. SERVICE PREMIUM PAY

1. Classified and Classified Specialists:

- a. In lieu of Service Premium Pay, the District will provide each classified bargaining unit member who has completed nine (9) years of service to the District an amount equal to three percent (3%) of the teacher's base salary schedule annually.
- a. The District will provide each classified bargaining unit member who has completed thirteen (13) years of service to the District an amount equal to five percent (5%) of the teachers' base salary annually.
- b. The District will provide each classified bargaining unit member who has completed seventeen (17) years of service to the District an amount equal to seven percent (7%) of the teachers' base salary annually.
- c. The District will provide each classified bargaining unit member who has completed twenty-one (21) years of service to the District an amount equal to nine percent (9%) of the teachers' base salary annually.

2. Certified and Specialists:

- a. In lieu of Service Premium Pay, the District will provide each licensed member who has completed fifteen (15) years with the District and who has attained the BA+ 60 column, an amount equal to three percent (3%) of the teacher's base salary schedule annually.
 - a. The District will provide each licensed bargaining unit member who has completed nineteen (19) years of service to the District and who has attained the BA + 75 column, an amount equal to five percent (5%) of the teachers' base salary annually.
 - b. The District will provide each licensed bargaining unit member who has completed twenty-one (21) years of service to the District and who has attained the BA + 75 column, an amount equal to seven percent (7%) of the teachers' base salary annually.
 - c. The District will provide each licensed bargaining unit member who has completed twenty-five (25) years of service to the District and who has attained the BA + 75 column, an amount equal to nine percent (9%) of the teachers' base salary annually.
3. The above money may be taken as salary or to establish a Tax Deferred Annuity account. The employee may deposit all or part of the money to the Tax Deferred Annuity. The funds will be paid out by the District after July 1 of each year.

ARTICLE 24 – EXTRA COMPENSATION

A. CLASSIFIED CALL-BACK PAY

1. Call-back pay shall be compensated at the rate of four (4) straight-time hours per occurrence.
2. Call-back pay shall be provided for full-time employees for those situations of an unexpected nature. If the work requires 0-2.70 hours to complete, compensation shall be as per section A-1 above with the employee receiving straight time pay for one-half regular day's work. If the work requires 2.75 or more hours to complete, compensation shall be paid at the overtime rate as per Article 5, Workweek - Overtime, Section A.
3. Each call-back incident shall be treated as an independent incident and shall not be cumulative.

B. DEFINITIONS -- CERTIFIED/LICENSED MEMBERS

Daily Rate: The individual base salary divided by 190, but not to exceed .007 of the District base.

District Base: The negotiated salary figure associated with a B.S. + 0 hours, no years experience.

Extra Duty: Those duties delineated as outside the normal work day or work year of a teacher.

Hourly Rate: The daily rate divided by 8, but not to exceed .000875 of the District base.

Individual Base: That salary figure relating to the individual's placement on the salary schedule relative to his/her years of experience and additional hours of training beyond the B.S.

School Work Day: That period of time between the designated starting and ending times at which, the unit member must be on duty.

School Work Load: Those activities directly relating to the implementation of that unit member's job description.

School Work Year: The 190 days contracted for under negotiated Agreement and delineated by the school calendar.

C. EXTRA DUTY

1. Any extra duty not listed on the salary schedule but performed by a member with prior written approval from the principal shall be compensated at the next regular payday following each thirty-calendar day interval beginning September 1, provided submission is made to the principal before the 10th of the month prior to the regular payday. Any new extra duty position created by the District within the contract period shall be compensated at the members hourly rate either in accordance with this paragraph or be opened for negotiations for placement on the extra duty schedule prior to filing such position. This is not a waiver of provisions of Article 5, as that Article may be applied to the implementation of the forty (40) hour work week.
2. If the extra compensation schedule would cause any unit member to receive less compensation for the same duty performed in the previous year, then the previous year's amount of compensation

shall remain in effect until the current amount of compensation surpasses the previous year's amount.

3. All extra duty responsibilities shall have a job description available upon request. Staff that currently have extra duty position assignments may first be offered a continuation of contract in writing by May 1 and accepted or rejected by May 15.
4. The option of whether to fill any extra duty assignment rests solely with the District. The District may annually change extra duty personnel.
5. The District recognizes the right of an individual employee to accept or reject any extra duty assignment.
6. No member of the bargaining unit shall be required to perform administrative duties.
7. Those persons requested by the District to work beyond the 190-day work year shall be paid at their daily or hourly rate as above defined except that per diem maximums will not be applicable to FFA teachers, counselors, staff trainers, media specialists, TOSA and student activity coordinators. When, during the summer, such person is required to work during the week in which the Independence Day holiday falls, s/he shall receive that day as a paid holiday. If the holiday falls on a weekend, the member shall receive one paid vacation day during the next work week.
8. The District reserves the right to add any extra duty position. The District and the Association must mutually agree on the stipend amount pursuant to ORS 243.698.
9. Employees who have held the same extra duty position for five (5) or more years will receive a service premium stipend of \$500 per year. This does not include categories listed under Other Extra Duties, Special Education, and Transportation.
10. Full Time Special Education Federal Compliance Stipend \$3000.
 - a. This stipend will be for all full time (1.0 FTE) special education teachers. Part -time special education teacher will receive a prorated stipend.
 - b. Additionally, both parties agree that the following operating guidelines will be applied whenever possible regarding support for special education classroom teachers:
 - Elementary Resource class size = 35 students or less
 - Secondary Resource class size = 45 students or less
 - All Resource rooms get a minimum of 1 Instructional Assistant (7 hour)
 - MAPS & PATHWAYS classrooms = 15 students or less with 2 Instructional Assistants (7 hour)
 - MVP & PALS classrooms = 10 students or less with 2-3 Instructional Assistants (7 hour)
 - Provide a substitute for up to 2.5 days per year for paperwork assistance
 - Additional prep period when appropriate based on need
 - Additional support provided on an as needed basis
 - These operating guidelines are not all-inclusive and not mandatory

D. TRANSPORTATION

1. Properly licensed bus drivers who enter into a permanent bargaining position as a bus driver shall receive a \$500 signing stipend in their first regular paycheck after a minimum of 30 calendar days of working as a bus driver. After 8 months of services as a bus driver, the employee shall receive an additional \$500 in their next regular paycheck.
2. Bus Drivers will receive a \$3500 yearly stipend. This will be prorated based on average hours worked and calendar days (i.e. Bus driver working four (4) hours would receive half of the stipend).

EXTRA DUTY SCHEDULE-ACTIVITY

High School Activities

GROUP A (17.1%)

High School: Band
Speech
FFA
K-12 Head Teacher
District Technology/Media Specialist
Drama

GROUP B (15.2%)

High School: Yearbook
Choir
Leadership
Skills USA Advisor

GROUP C (13.3%)

High School: Assistant Speech
Auxiliary Flag Team
Vocational Coordinator

GROUP D (9.975%)

High School: Newspaper
Master Schedule Coordinator
Academic Competition Advisor
Assistant Drama
DECA/FBLA

GROUP E (7.6%)

High School: Honor Society
Class Advisor
Technology Integration Specialist (TIS)
Skills USA Assistant Advisor

Middle School Activities

GROUP A (4.725%)

Middle School: Yearbook
Honor Society
Leadership
Newspaper
Academic Competition Advisor
Activity Speech Advisor

EXTRA DUTY SCHEDULE (Athletics)

High School Athletics

GROUP I (17.1%)

High School: Head FB Coach
Head Wrestling
Head Basketball (Boys & Girls)
Head Baseball
Head Softball
Head Track
Head Volleyball
Head Soccer
Varsity Cheerleading

GROUP II (11.875%)

High School: Head Cross Country
 Asst. Wrestling
 Asst. Basketball
 Head Golf
 Asst. Baseball
 Asst. Football
 Asst. Softball
 Asst. Track
 Asst. Soccer
 Asst. Volleyball
 Event Manager
 High School Trainer
 Head Swim Coach
 JV Cheerleading

GROUP III (7.6%)

High School: Asst. Swim
 Asst. Cross Country
 Asst. Golf

GROUP IV (6.5%)

Weight Coach

Middle School Athletics

GROUP I (12.15%)

Middle School: Athletic Coordinator

GROUP II (3.98%)

Middle School: Football Coach
 Basketball Coach
 Wrestling
 Volleyball Coach
 Track Coach
 Cross Country Coach
 Event Manager

GROUP III \$20.00

All Grades:

Activities and Athletic Support Services

Examples include but are not limited to ticket-taking, time keepers, clock operators, announcers, score keepers, etc.

OTHER EXTRA DUTY

GROUP A (2.35%)

All Grades: Club Advisor
New Teacher Mentors

GROUP B (1.399% + \$100 Curriculum Development)

Outdoor Education

Group C (1.2%)

Dual Credit

EXTRA-DUTY COMPENSATION

10. Extra compensatory pay for classified and certified employees for seasonal programs will be paid during the months they are performing their extra duty.

11. **Index Schedules:** Refer to a percentage of the teacher salary schedule base amount.

No current member doing the same job will be reduced in salary.

The District or EPEA/SOBC may during each year request the placement, removal or adjustment of extra duty position(s). The request shall be in writing to the appropriate representatives and shall be acted upon within ten (10) working days. Two (2) representatives from the school district and two (2) bargaining team representatives shall meet and make recommendations. No action shall be taken unless both teams mutually agree. Notwithstanding the foregoing, the option of whether to fill any extra duty assignment rests solely with the District.

12. **Extended Pay for Post-Season Activity:** Extra duty personnel may receive up to an additional 25% of their annual extra duty pay (individual activity or sport) after administrative approval for responsibilities which extend beyond the normal season and/or activities which provide in-district students with learning experiences in the area where the member is receiving compensation provided in this Article.

13. Elementary Group I (Outdoor Education) is dependent upon Outdoor Education funds being available. Should the grant end and the money not be provided in another designated source the position shall become a voluntary unpaid position. The Outdoor Education position is required to organize, plan, and attend Outdoor School for a minimum of three days and two nights unless circumstances prevent this from occurring i.e. Pandemic, unforeseen emergency, etc.

14. Any stipend can be split between two employees at 50%. All duties will be split by 50% including prep time and actual responsibilities

ARTICLE 25 – COMPLAINT PROCEDURE

Any complaint regarding a bargaining unit member made to any administrator by a parent, student or other person which may influence that member's evaluation or result in disciplinary action shall be discussed with the employee within ten (10) working days according to the following process:

- A. The employee shall be apprised of the full nature of the complaint, including the name of complainant.
- B. The employee, with the assistance of the immediate supervisor, will attempt to resolve the matter informally.
- C. The employee has the right to representation at all levels.
- D. For meetings involving Programs of Assistance, Discipline, Investigation and Grievances the building Administrator/Supervisor will attempt (written notification: i.e. calendar invite, email, etc.) to use the District Office Administrative Assistant (bargaining unit member) as a notetaker. If the District Office Administrative Assistant (bargaining unit member) is unavailable (absent, out of office on assignment, no coverage, etc.) the Administrator/Supervisor will then use their building Administrative Assistant to take notes during the meeting. Confidential employees will be used when the meeting is led by District Office personnel. Any participant may audio record the meeting once verbal notification is provided. A copy of the audio recording will be made available to either party upon request. The use of video recording may be used, if all parties in the meeting consent.

ARTICLE 26 - GRIEVANCE PROCEDURE

The parties are committed to the peaceful resolution of disputes. The purpose of the grievance procedure is to successfully resolve any disputes arising from the interpretation, application or alleged violation of this agreement.

A. DEFINITIONS

1. **Grievance:** A “grievance” is a claim by a bargaining unit member or the Council based upon the interpretation, application or violation of this Agreement.
2. **Aggrieved Person:** An “aggrieved person” is the person or persons of the Council that alleges a violation of this Agreement.
3. **Days:** Working school days. Weekend or vacation days are thus excluded.
4. **Immediate Supervisor:** The individual who has the administrative authority to resolve the grievance.

B. GENERAL PROVISIONS RELATED TO GRIEVANCE PROCEDURES:

1. Whenever possible, grievances will not be heard during the working hours of the aggrieved. However, should investigation or processing of any grievance required by the District or an arbitrator that a member be released from his/her regular assignment, the member shall be excused without loss of pay or benefits.
2. The District acknowledges the right of the aggrieved to have the Council grievance representative and/or legal counsel present in the processing of a grievance at all levels, and no member may be required to discuss any grievance without such representation and/or counsel.
3. All documents, communications, and records dealing with the processing of a grievance shall be filed in the grievance file, which shall be maintained apart from the personnel file, along with any statement the member may wish to make.
4. Nothing contained in this grievance procedure shall prevent the Council from initiating a grievance against the District. The number of days indicated at each step shall be considered as maximum. Time limits may be extended by mutual consent of both parties. The parties shall make every reasonable effort to expedite the processing of grievances filed near the end of the school year.
5. Procedures will terminate at any level if the complainant so indicates in writing or fails to pursue his/her complaint within the specified time limit.
6. The Council may be present at all levels of the grievance procedure.
7. When a grievance is filed that similarly affects an identifiable group of employees, the Council shall have the right to process the grievance on behalf of such employees. In processing the grievance, the Council shall follow all contractual procedures, including the informal discussion.
8. In accordance with the Council’s responsibilities to provide fair representation for all members, at the Council’s request the District will provide to the Council information needed to process each grievance.

9. There shall be no reprisal exerted against any individual or group of individuals choosing to exercise rights under the Agreement.

C. **LEVELS OF GRIEVANCE PROCEDURES:**

1. **LEVEL ONE, INFORMAL DISCUSSION:** Within twenty (20) days of the time the aggrieved first had knowledge, or reasonably should have had knowledge of the action upon which the grievance is filed, whichever first occurs, s/he will discuss the grievance with the immediate supervisor with the objective of resolving the matter informally. The grievant shall identify the discussion as a grievance discussion and cite the contract language the grievant believes has been violated.

The immediate supervisor shall communicate his/her written decision to the aggrieved and the Association within five (5) days of the **LEVEL ONE, INFORMAL DISCUSSION**. If the grievant is not satisfied with the written decision from the informal discussion, s/he must file a written grievance with their immediate supervisor within ten (10) days.

2. **LEVEL TWO WRITTEN GRIEVANCE:** The grievant shall cite the contract language the grievant believes has been violated. If the written grievance is not filed within ten (10) days after the written decision of the level one informal discussion, the grievance shall be considered waived.

The immediate supervisor shall communicate his/her decision in writing to the aggrieved and the Association within five (5) days of the **written** grievance being filed.

3. **LEVEL THREE SUPERINTENDENT:** If the aggrieved is not satisfied with the disposition of his/her grievance at level two, s/he may appeal the grievance to the superintendent. If the appeal is not filed within seven days after the decision at level two, the grievance shall be considered waived. The appeal shall have a copy of the level two written grievance attached. It will be delivered to the superintendent's office; email is acceptable.

- a. The superintendent shall notify, in writing, all parties involved of a mutually agreeable date and time for the meeting. Such meeting shall be scheduled no more than ten (10) days after receipt of the written grievance by the superintendent except by written mutual agreement.

- b. The superintendent shall, within five (5) days of the meeting, render a decision, in writing. The decision shall include those elements on which the superintendent based his/her decision.

4. **LEVEL FOUR ARBITRATION:** If the aggrieved is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within five (5) days after the Level Three meeting, the Council may, within fifteen (15) days, submit the grievance to arbitration.

Within ten (10) days after such written notice of submission to arbitration, the District and the Council shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of seven (7) arbitrators may be made to the Oregon Employment Relations Board.

The arbitrator so elected shall confer with the representatives of the Board and the Council and hold hearings promptly and shall issue a decision. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall have the power only to interpret this Agreement and determine if it has been violated and fashion an appropriate remedy including, but not limited to the awarding of compensatory

damages and/or reinstatement. The decision of the arbitrator shall be submitted to the District and the Council and shall be final and binding on both parties.

D. **GENERAL PROVISIONS RELATED TO ARBITRATION**

1. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of any hearing room will be borne equally by the District and the Council.
2. In recognition of the fact that both state and federal have alternative enforcement provisions, the Council agrees claims involving allegations of discrimination are specifically excluded from the level Three arbitration provisions. All claims of this nature will be handled by the appropriate agency or court.
3. The names of any witnesses except rebuttal witnesses, who will be used in arbitration, shall be made known to the other party seventy-two (72) hours prior to the first arbitration session.

ARTICLE 27 - PERSONAL AND ACADEMIC FREEDOM

- A. Academic freedom is an integral part of the educational process. Employees have the right of presentation, study, and investigation of the various areas of learning. Personal opinions having a direct relationship to the subject being taught are a valid extension of presentation but should be identified as such when stated. Individual rights, including preferences, expressions, and activities are an essential part of an academic freedom, but do not preclude the employee's responsibility to recognize and present opposing points of view.
- B. The personal life of a member of the bargaining unit will not be the concern of the District unless it significantly affects said bargaining unit member's fitness and/or ability to perform his/her duties.
- C. The District agrees to conduct its affairs with regard to bargaining unit members without discrimination as to age, marital status, union activity, domicile, political beliefs, race, color, sex (including sexual harassment), religion, national origin, characteristic or disability, unless based on a bona fide occupational qualification. It is understood that all references to the male gender in this Agreement refer equally to both male and female employees.

ARTICLE 28 - TRANSPORTATION

A. DEFINITIONS

1. **Intra-district Trips** are trips within the District other than scheduled routes.
2. **Short Trips** are those limited to Jackson and Josephine counties.
3. **Long Trips** are defined as those outside of Jackson and Josephine Counties except for those trips that require a more experienced driver and are a significant distance from the District such as the Oregon Caves and Mt. Ashland, due to adverse conditions.
4. **Standby**: When the driver is required to be available for duty on call and away from his/her home. Also, standby is limited to periods of time where the driver is required to remain at the bus shop or at such other place as the Transportation Supervisor or his/her designee shall designate. Additional duties related to the Transportation Department may be assigned during this time period. Standby pay will be Oregon minimum wage plus an additional \$2.00 per hour.
5. **Layover**: When the driver is required to be away overnight but is not actually driving or on standby for duty. Layover pay will be \$60.00 for each overnight.

B. GENERAL

1. When changed from full-time to part-time or from part-time to full-time, bus drivers will not lose their experience level on the pay schedule.
2. If the driving assignment has been canceled and the driver was not notified and reports to work, s/he will receive two (2) hours compensation at their regular rate of pay. (Notice will consist of a telephone call being placed or attempted to the number for the driver listed in the directory or at such other number as the driver shall furnish in writing to the District.) This provision refers to trips only.
3. Any meeting and/or class required by the District will be paid at the driver's regular rate of pay and in addition to that provided in Paragraph C (3).
4. All paid leave (sick leave, holiday, personal, etc.) shall be paid or credited on an actual hour for hour basis. Annual sick leave shall be based on their averaged hours as assigned by the transportation supervisor and/or designee and will be recalculated by February 15 of each year.
5. Generally, bus drivers will be used to transport students but the parties acknowledge other district staff (e.g., teachers, coaches, etc.) may transport students using 15 or less passenger buses when the District determines it best serves the education program.
6. Any required physical, vision, hearing exams, or drug-alcohol exams required by the school bus standards will be fully paid by the District. The District reserves the right to determine the physician to perform the exam. If the employee chooses another physician, the District will pay a predetermined amount with the balance paid by the employee.
7. **New Route Driver's:**
When hired, the District may provide duties at the driver's request (voluntary) outside of transportation while the new employee is working on completing their certification/licensing requirements. Transportation duties will be the first priority. Hours worked may go beyond route

hours for which they were hired for with prior supervisor approval. Rate of pay will be maintained at the bus driver rate of pay when working outside of transportation. Once the bus driver is fully certified/licensed and ready to begin transporting students, the duties outside of transportation will end.

C. **SCHEDULED BUS RUNS**

1. By not later than August 25th of each year, school bus drivers shall have the opportunity to express preferences in writing for open or available scheduled routes. Further, when vacancies occur during the school year, the routes will be opened for bid at the time they occur. Assignment decisions remain with the District and are not subject to the grievance procedure.
2. Drivers shall report for scheduled runs ten (10) minutes prior to the first morning scheduled departure and fifteen (15) minutes prior to the first afternoon scheduled departure. Drivers shall report for subsequent morning and subsequent afternoon scheduled runs five (5) minutes prior to scheduled departures. Drivers' compensation shall begin upon reporting. In addition to the pay for check-out time, drivers shall be guaranteed compensation at the driver's rate of pay equal to one (1) hour in the driver's morning run and one (1) hour in the driver's afternoon run on a daily basis. The guaranteed minimum shall apply only when the run is actually made. Drivers are required by their Commercial Driver's License to perform safety checks and fluid level checks
3. The District shall provide continuous pay for all standby periods during the day, not to exceed 45 minutes at any one time.
4. Vocational Cluster areas and district bus drivers will be used to transport students on a regular class basis provided drivers are available.

D. **TRIPS**

1. **Payment for Trips:**

Intra-district trips shall be at the driver's regular rate of pay. Drivers shall be required to check on prior to and check off following a scheduled route and trips, except when required to drive a route during an intra-district trip. Continuous pay will be provided during the duration of the trip unless drivers are required to return.

2. **Short Trips:**

Short trips shall be paid at the driver's regular rate of pay during the regular workweek and a minimum of \$25.00 for weekends or holidays, whichever is greater. Standby hours will be estimated prior to the trip. Continuous pay will be provided for the duration of the trip with the following exceptions:

- a. The bus and/or driver is needed by the Transportation Department between the starting and ending of the trip.
- b. When with prior approval by the District, the driver returns to the base station and then returns to complete the trip. However, for such a period of time the driver is required to remain at the bus shop or at such other place as the transportation supervisor or his/her designee specifies, the driver will be compensated.

3. **Long Trips:**

Trip driver shall report for an activity, class or field trip at least ten (10) minutes and not more than twenty (20) minutes prior to scheduled departure from the bus garage. Compensation will begin upon reporting and will include standby time and cleanup time. Standby hours will be estimated prior to the trip.

4. Other than as provided herein, activity, class or field trips shall be available to school bus drivers who have met the requirements for “trip drivers” as established by the transportation department which shall be subject to review annually by said department. Trip drivers shall be qualified, as determined by the Transportation Supervisor, in two (2) categories: “Short Trip Drivers” and “Long Trip Drivers.” Selection of drivers for trips shall be by the District and selection will not be subject to grievance.
5. No student groups will be transported by the District unless transportation is by District-owned vehicles operated by qualified District employees, except when no driver and/or vehicle is available or the district determines it best serves the education program as determined by the Transportation Supervisor.
6. The option of assignment for overnight trips in excess of 100 miles shall remain with the District.

E. **TRANSPORTATION DEPARTMENT MANUAL/HANDBOOK**

The District will create a committee to review the Transportation Manual to identify areas which need to be addressed and discuss possible changes and updates. The committee will consist of equal District and Association representatives. At least one Association Representative will be a transportation employee. The District will publish the manual for the Transportation Department and distribute it to transportation employees.

F. **MEAL REIMBURSEMENT**

Bus Driver’s will be reimbursed for meals at the rate established in Article 18. Meal reimbursement pertains to those driving short or long trips.

Article 29 – CLOSURE OR DELAY (For Classified Unit Members)

A. CLOSURE

When school is canceled classified employees who work less than 12 months per year will not be required to report for work and will be paid regularly, but will be required to make up that day at the end of the school year, if school is extended for the extra day, without an extra day's pay.

Classified Employees who are required to work or employees whose schedule requires arrival, and who do arrive, prior to the decision to cancel or whose regular schedule precludes them from being notified of cancellation prior to departure from home will receive overtime pay for the period of time spent on duty. One hour pay is guaranteed.

B. DELAYED START

Whenever the District delays the regular starting time employees shall receive their regularly scheduled pay and benefits for the delayed time period. Employees whose schedule requires arrival prior to the decision to delay school or whose regular schedule precludes them from being notified of delay prior to departure from home shall receive overtime pay off for the period of delay. One hour pay is guaranteed.

ARTICLE 30 - STUDENT TEACHERS (Licensed Only)

Teachers asked by the District to participate in a training experience for student teachers or other apprentice programs shall have the right to elect not to participate.

ARTICLE 31 - CLASS SIZE

Non-Title I Schools

The District will develop a board policy and administrative procedures for addressing class size and corresponding workload issues. The administrative procedure shall include an appeal process that includes an appeal to the Superintendent. The parties will use a problem-solving process to discuss the parties' interests and issues as they work toward a resolution.

Title 1 Schools

After the first month of school and beginning of the second semester, the District and Association Executive Council will meet to review class sizes at the identified Title 1 schools. If concerns arise, the parties will discuss possible solutions in managing class size, workload, and other complexities (Special Education, English Language Development, travel time, etc.). Through these discussions the district and the association will attempt to reach acceptable resolution(s).

ARTICLE 32 - RETIREMENT BENEFIT

(Licensed)

- A. For teachers during the contract period who are or will attain the age of 55 but have not attained the age of 62, who have a minimum of 15 years of experience with the District in a licensed position, or a minimum of 10 years of experience with the District in a licensed position and on Step 14 of the salary schedule, such teacher may voluntarily elect the option of early retirement. Any bargaining unit member hired after July 1, 1994, must be on the maximum step of the salary schedule and have a total of 20 years service in District No. 9 to qualify for early retirement benefits.

There shall be no District retirement benefits for employees hired after July 1, 2005.

The District will pay such retiree for his/her benefit the following:

1. If the insurer of teachers will provide the coverage, the premiums necessary to provide medical-hospital insurance equivalent to that provided teacher, until s/he reaches age 65 or becomes eligible for Medicare, whichever shall first occur. If spouses are retired under this or another employee group, the District shall not be liable for more than one medical insurance package, the choice of which will be at the employee's option.
 2. The medical insurance benefit provided for retirees will be the medical program provided to active licensed employees.
 3. For those employees who retired prior to September 8, 2003, the District will fully pay the medical insurance benefit provided to active licensed employees.
 4. For those employees who retire after September 8, 2003 and before July 1, 2012, the District's contribution shall be limited to an amount equal to the dollar amount contributed at the time of that employee's retirement until s/he reaches age 65 or becomes eligible for Medicare, whichever shall first occur.
 5. For those employees who retire after July 1, 2012, the District shall contribute \$940 per month per retiree toward the purchase of medical, dental and vision insurance premium for ten (10) years or until s/he reaches age 65 or becomes eligible for Medicare, whichever shall first occur.
- B. From July 1, 1994, through June 30, 2005, licensed bargaining unit members who have not attained the age of 55 years, but have thirty (30) years in the PERS system may retire and will receive a monthly stipend and premiums for the medical-hospital insurance as above provided, however, payment will be only for the time period equivalent to those retiring at age 55. Thereafter, no monthly stipend will be paid, however, the District will continue paying an amount monthly for medical-hospital insurance premiums equal to that being paid at the time the monthly stipend is terminated until the bargaining unit member reaches age 65, becomes eligible for Medicare, or dies, whichever shall first occur. The bargaining unit member will pay any premium amount above that being paid by the District.

ARTICLE 33 - ESEA

The District agrees to notify the Association as soon as it is aware of any state or federal regulation that is going to result in the change in working conditions for bargaining unit members. The parties agree to use ORS 243.698 as the bargaining process for addressing the change(s) in working conditions.

Article 34 – Execution of Signatures

Executed this 20 day of June, 2023, at Eagle Point, Oregon, by the undersigned officers on behalf of EAGLE POINT SCHOOL DISTRICT NO. 9 and by the SOUTHERN OREGON BARGAINING COUNCIL on behalf of the bargaining unit members and the Council.

FOR SOUTHERN OREGON BARGAINING COUNCIL



Council President

6/20/23
Date



Association Representative

6-15-2023
Date

FOR EAGLE POINT SCHOOL DISTRICT NO. 9



Chairperson, Board of Directors

6-20-2023
Date



Superintendent/Clerk

6-15-2023
Date

Appendix A

Eagle Point School District No. 9

2023-2024 Licensed Salary Schedule (4% increase from 2022-2023)

	<u>BA + 0</u>	<u>BA + 15</u>	<u>BA + 30</u>	<u>BA + 45</u>	<u>BA + 60</u>	<u>BA + 75</u>
Step 0	44,306	45,812	47,370	48,981	50,646	52,368
Step 1	45,812	47,370	48,981	50,646	52,368	54,149
Step 2	47,370	48,981	50,646	52,368	54,149	55,990
Step 3	48,981	50,646	52,368	54,149	55,990	57,894
Step 4	50,646	52,368	54,149	55,990	57,894	59,862
Step 5	52,368	54,149	55,990	57,894	59,862	61,897
Step 6	54,149	55,990	57,894	59,862	61,897	64,001
Step 7	-	57,894	59,862	61,897	64,001	66,177
Step 8	-	59,862	61,897	64,001	66,177	68,427
Step 9	-	61,897	64,001	66,177	68,427	70,754
Step 10	-	-	66,177	68,427	70,754	73,160
Step 11	-	-	-	70,754	73,160	75,647
Step 12	-	-	-	73,160	75,647	78,219
Step 13	-	-	-	75,647	78,219	80,878
Step 14	-	-	-	-	80,878	83,628
Step 15	-	-	-	-	83,628	86,471

Step Increments equal .034 Compounded Horizontally and Vertically

- 2,215 Masters Degree stipend at 5% of Base
- 4,431 PhD Degree stipend at 10% of Base
- 1,329 3% of Base Premium Pay
- 2,215 5% of Base Premium Pay
- 3,101 7% of Base Premium Pay
- 3,988 9% of Base Premium Pay
- 38.77 "Hourly Rate" and "Per-diem maximum" as per Articles 24.B and 24.C.7 = B.S. + 0 x .000875

Appendix B

Eagle Point School District No. 9

2024-2025 Licensed Salary Schedule (3% increase from 2023-2024)

	<u>BA + 0</u>	<u>BA + 15</u>	<u>BA + 30</u>	<u>BA + 45</u>	<u>BA + 60</u>	<u>BA + 75</u>
Step 0	45,635	47,187	48,791	50,450	52,165	53,939
Step 1	47,187	48,791	50,450	52,165	53,939	55,773
Step 2	48,791	50,450	52,165	53,939	55,773	57,669
Step 3	50,450	52,165	53,939	55,773	57,669	59,630
Step 4	52,165	53,939	55,773	57,669	59,630	61,657
Step 5	53,939	55,773	57,669	59,630	61,657	63,753
Step 6	55,773	57,669	59,630	61,657	63,753	65,921
Step 7	-	59,630	61,657	63,753	65,921	68,162
Step 8	-	61,657	63,753	65,921	68,162	70,480
Step 9	-	63,753	65,921	68,162	70,480	72,876
Step 10	-	-	68,162	70,480	72,876	75,354
Step 11	-	-	-	72,876	75,354	77,916
Step 12	-	-	-	75,354	77,916	80,565
Step 13	-	-	-	77,916	80,565	83,304
Step 14	-	-	-	-	83,304	86,136
Step 15	-	-	-	-	86,136	89,065

Step Increments equal .034 Compounded Horizontally and Vertically

- 2,282 Masters Degree stipend at 5% of Base
- 4,564 PhD Degree stipend at 10% of Base
- 1,369 3% of Base Premium Pay
- 2,282 5% of Base Premium Pay
- 3,194 7% of Base Premium Pay
- 4,107 9% of Base Premium Pay
- 39.93 "Hourly Rate" and "Per-diem maximum" as per Articles 24.B and 24.C.7 = B.S. + 0 x .000875

Appendix C

Eagle Point School District No. 9

2025-2026 Licensed Salary Schedule (2% increase from 2024-2025)

	<u>BA +0</u>	<u>BA +15</u>	<u>BA +30</u>	<u>BA +45</u>	<u>BA +60</u>	<u>BA +75</u>
Step 0	46,548	48,131	49,767	51,459	53,209	55,018
Step 1	48,131	49,767	51,459	53,209	55,018	56,889
Step 2	49,767	51,459	53,209	55,018	56,889	58,823
Step 3	51,459	53,209	55,018	56,889	58,823	60,823
Step 4	53,209	55,018	56,889	58,823	60,823	62,891
Step 5	55,018	56,889	58,823	60,823	62,891	65,029
Step 6	56,889	58,823	60,823	62,891	65,029	67,240
Step 7	-	60,823	62,891	65,029	67,240	69,526
Step 8	-	62,891	65,029	67,240	69,526	71,890
Step 9	-	65,029	67,240	69,526	71,890	74,334
Step 10	-	-	69,526	71,890	74,334	76,861
Step 11	-	-	-	74,334	76,861	79,474
Step 12	-	-	-	76,861	79,474	82,176
Step 13	-	-	-	79,474	82,176	84,970
Step 14	-	-	-	-	84,970	87,859
Step 15	-	-	-	-	87,859	90,846

Step Increments equal .034 Compounded Horizontally and Vertically

- 2,327 Masters Degree stipend at 5% of Base
- 4,655 PhD Degree stipend at 10% of Base
- 1,396 3% of Base Premium Pay
- 2,327 5% of Base Premium Pay
- 3,258 7% of Base Premium Pay
- 4,189 9% of Base Premium Pay
- 40.73 "Hourly Rate" and "Per-diem maximum" as per Articles 24.B and 24.C.7 = B.S. + 0 x .000875

Appendix D
Eagle Point School District No. 9
2023-2024 Classified Salary Schedule (4% increase from 2022-2023)

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>
Monitor	15.00	15.68	16.39	17.13	17.90	18.71	19.55	20.43	21.35
Inst Assistant	16.70	17.45	18.24	19.06	19.92	20.82	21.76	22.74	23.76
Library Coor	17.71	18.51	19.34	20.21	21.12	22.07	23.06	24.10	25.18
Administrative Assistant	19.02	19.88	20.77	21.70	22.68	23.70	24.77	25.88	27.04
Registrar	19.02	19.88	20.77	21.70	22.68	23.70	24.77	25.88	27.04
Academic Advisor	19.02	19.88	20.77	21.70	22.68	23.70	24.77	25.88	27.04
McKinney-Vento Liaison	19.02	19.88	20.77	21.70	22.68	23.70	24.77	25.88	27.04
District Stdnt Svcs Fcltr	23.77	24.84	25.96	27.13	28.35	29.63	30.96	32.35	33.81
Grad Coach	23.77	24.84	25.96	27.13	28.35	29.63	30.96	32.35	33.81
Student Mgm t Facilitator	23.77	24.84	25.96	27.13	28.35	29.63	30.96	32.35	33.81
HS Accountant	19.02	19.88	20.77	21.70	22.68	23.70	24.77	25.88	27.04
Bus Driver	17.60	18.39	19.22	20.08	20.98	21.92	22.91	23.94	25.02
Bus Driver Trainer	18.34	19.17	20.03	20.93	21.87	22.85	23.88	24.95	26.07
Mechanic	22.85	23.88	24.95	26.07	27.24	28.47	29.75	31.09	32.49
Lead Mechanic	23.21	24.25	25.34	26.48	27.67	28.92	30.22	31.58	33.00
Custodian I	16.47	17.21	17.98	18.79	19.64	20.52	21.44	22.40	23.41
Custodian II	17.65	18.44	19.27	20.14	21.05	22.00	22.99	24.02	25.10
HS Groundskeeper	17.80	18.60	19.44	20.31	21.22	22.17	23.17	24.21	25.30
Plant Engineer I	18.53	19.36	20.23	21.14	22.09	23.08	24.12	25.21	26.34
Plant Engineer II	19.45	20.33	21.24	22.20	23.20	24.24	25.33	26.47	27.66
Maintenance I	19.20	20.06	20.96	21.90	22.89	23.92	25.00	26.13	27.31
Maintenance II	22.38	23.39	24.44	25.54	26.69	27.89	29.15	30.46	31.83
Electrician	33.62	35.13	36.71	38.36	40.09	41.89	43.78	45.75	47.81
Computer Tech	19.42	20.29	21.20	22.15	23.15	24.19	25.28	26.42	27.61
Disciplinarian	19.82	20.71	21.64	22.61	23.63	24.69	25.80	26.96	28.17
Network Administrator	21.50	22.47	23.48	24.54	25.64	26.79	28.00	29.26	30.58
System Administrator	21.23	22.19	23.19	24.23	25.32	26.46	27.65	28.89	30.19
SPED Inst Asst	17.96	18.77	19.61	20.49	21.41	22.37	23.38	24.43	25.53

Classified employees that meet District bilingual criteria (Article 23 A.11) will be granted an additional \$0.40 per hour.

Appendix E
Eagle Point School District No. 9
2024-2025 Classified Salary Schedule (3% increase from 2023-2024)

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>
Monitor	15.45	16.15	16.88	17.64	18.43	19.26	20.13	21.04	21.99
Inst Assistant	17.20	17.97	18.78	19.63	20.51	21.43	22.39	23.40	24.45
Library Coor	18.24	19.06	19.92	20.82	21.76	22.74	23.76	24.83	25.95
Administrative Assistant	19.59	20.47	21.39	22.35	23.36	24.41	25.51	26.66	27.86
Registrar	19.59	20.47	21.39	22.35	23.36	24.41	25.51	26.66	27.86
Academic Advisor	19.59	20.47	21.39	22.35	23.36	24.41	25.51	26.66	27.86
McKinney-Vento Liaison	19.59	20.47	21.39	22.35	23.36	24.41	25.51	26.66	27.86
District Stdnt Svcs Fcltr	24.48	25.58	26.73	27.93	29.19	30.50	31.87	33.30	34.80
Grad Coach	24.48	25.58	26.73	27.93	29.19	30.50	31.87	33.30	34.80
Student Mgm t Facilitator	24.48	25.58	26.73	27.93	29.19	30.50	31.87	33.30	34.80
HS Accountant	19.59	20.47	21.39	22.35	23.36	24.41	25.51	26.66	27.86
Bus Driver	18.13	18.95	19.80	20.69	21.62	22.59	23.61	24.67	25.78
Bus Driver Trainer	18.89	19.74	20.63	21.56	22.53	23.54	24.60	25.71	26.87
Mechanic	23.54	24.60	25.71	26.87	28.08	29.34	30.66	32.04	33.48
Lead Mechanic	23.91	24.99	26.11	27.28	28.51	29.79	31.13	32.53	33.99
Custodian I	16.96	17.72	18.52	19.35	20.22	21.13	22.08	23.07	24.11
Custodian II	18.18	19.00	19.86	20.75	21.68	22.66	23.68	24.75	25.86
HS Groundskeeper	18.33	19.15	20.01	20.91	21.85	22.83	23.86	24.93	26.05
Plant Engineer I	19.09	19.95	20.85	21.79	22.77	23.79	24.86	25.98	27.15
Plant Engineer II	20.03	20.93	21.87	22.85	23.88	24.95	26.07	27.24	28.47
Maintenance I	19.78	20.67	21.60	22.57	23.59	24.65	25.76	26.92	28.13
Maintenance II	23.05	24.09	25.17	26.30	27.48	28.72	30.01	31.36	32.77
Electrician	34.63	36.19	37.82	39.52	41.30	43.16	45.10	47.13	49.25
Computer Tech	20.00	20.90	21.84	22.82	23.85	24.92	26.04	27.21	28.43
Disciplinarian	20.41	21.33	22.29	23.29	24.34	25.44	26.58	27.78	29.03
Network Administrator	22.15	23.15	24.19	25.28	26.42	27.61	28.85	30.15	31.51
System Administrator	21.87	22.85	23.88	24.95	26.07	27.24	28.47	29.75	31.09
SPED Inst Asst	18.50	19.33	20.20	21.11	22.06	23.05	24.09	25.17	26.30

Classified employees that meet District bilingual criteria (Article 23 A.11) will be granted an additional \$0.40 per hour.

Appendix F
Eagle Point School District No. 9
2025-2026 Classified Salary Schedule (2% increase from 2024-2025)

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>
Monitor	15.76	16.47	17.21	17.98	18.79	19.64	20.52	21.44	22.40
Inst Assistant	17.54	18.33	19.15	20.01	20.91	21.85	22.83	23.86	24.93
Library Coor	18.60	19.44	20.31	21.22	22.17	23.17	24.21	25.30	26.44
Administrative Assistant	19.98	20.88	21.82	22.80	23.83	24.90	26.02	27.19	28.41
Registrar	19.98	20.88	21.82	22.80	23.83	24.90	26.02	27.19	28.41
Academic Advisor	19.98	20.88	21.82	22.80	23.83	24.90	26.02	27.19	28.41
McKinney-Vento Liaison	19.98	20.88	21.82	22.80	23.83	24.90	26.02	27.19	28.41
District Stdnt Svcs Fcltr	24.97	26.09	27.26	28.49	29.77	31.11	32.51	33.97	35.50
Grad Coach	24.97	26.09	27.26	28.49	29.77	31.11	32.51	33.97	35.50
Student Mgm t Facilitator	24.97	26.09	27.26	28.49	29.77	31.11	32.51	33.97	35.50
HS Accountant	19.98	20.88	21.82	22.80	23.83	24.90	26.02	27.19	28.41
Bus Driver	18.49	19.32	20.19	21.10	22.05	23.04	24.08	25.16	26.29
Bus Driver Trainer	19.27	20.14	21.05	22.00	22.99	24.02	25.10	26.23	27.41
Mechanic	24.01	25.09	26.22	27.40	28.63	29.92	31.27	32.68	34.15
Lead Mechanic	24.39	25.49	26.64	27.84	29.09	30.40	31.77	33.20	34.69
Custodian I	17.30	18.08	18.89	19.74	20.63	21.56	22.53	23.54	24.60
Custodian II	18.54	19.37	20.24	21.15	22.10	23.09	24.13	25.22	26.35
HS Groundskeeper	18.70	19.54	20.42	21.34	22.30	23.30	24.35	25.45	26.60
Plant Engineer I	19.47	20.35	21.27	22.23	23.23	24.28	25.37	26.51	27.70
Plant Engineer II	20.43	21.35	22.31	23.31	24.36	25.46	26.61	27.81	29.06
Maintenance I	20.18	21.09	22.04	23.03	24.07	25.15	26.28	27.46	28.70
Maintenance II	23.51	24.57	25.68	26.84	28.05	29.31	30.63	32.01	33.45
Electrician	35.32	36.91	38.57	40.31	42.12	44.02	46.00	48.07	50.23
Computer Tech	20.40	21.32	22.28	23.28	24.33	25.42	26.56	27.76	29.01
Disciplinarian	20.82	21.76	22.74	23.76	24.83	25.95	27.12	28.34	29.62
Network Administrator	22.59	23.61	24.67	25.78	26.94	28.15	29.42	30.74	32.12
System Administrator	22.31	23.31	24.36	25.46	26.61	27.81	29.06	30.37	31.74
SPED Inst Asst	18.87	19.72	20.61	21.54	22.51	23.52	24.58	25.69	26.85

Classified employees that meet District bilingual criteria (Article 23 A.11) will be granted an additional \$0.40 per hour.

Appendix G
Licensed Specialist Salary Schedule

for 2023-2024, 2024-2025, and 2025-2026

School Psychologist, Speech Language Pathologist, Occupational Therapist, and Mental Health Specialist

2023-2024			2024-2025			2025-2026		
Step	BA	MA	Step	BA	MA	Step	BA	MA
0	59,934	61,972	0	61,732	63,831	0	62,967	65,108
1	61,972	64,079	1	63,831	66,001	1	65,108	67,322
2	64,079	66,258	2	66,001	68,245	2	67,322	69,611
3	66,258	68,511	3	68,245	70,565	3	69,611	71,978
4	68,511	70,840	4	70,565	72,964	4	71,978	74,425
5	70,840	73,249	5	72,964	75,445	5	74,425	76,955
6	73,249	75,739	6	75,445	78,010	6	76,955	79,571
7	75,739	78,314	7	78,010	80,662	7	79,571	82,276
8	78,314	80,977	8	80,662	83,405	8	82,276	85,073
9	80,977	83,730	9	83,405	86,241	9	85,073	87,965
10	83,730	86,577	10	86,241	89,173	10	87,965	90,956
11	86,577	89,521	11	89,173	92,205	11	90,956	94,049
12	89,521	92,565	12	92,205	95,340	12	94,049	97,247
13	92,565	95,712	13	95,340	98,582	13	97,247	100,553
14	95,712	98,966	14	98,582	101,934	14	100,553	103,972

Increments = .034 Compounded Horizontally and Vertically

PhD = 10% of Teacher Base

Premium Pay 3%, 5%, 7%, and 9% of Teacher Base

Appendix H
Classified Licensed Salary Schedule
for 2023-2024, 2024-2025, and 2025-2026

2023-2024								
<u>Position</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
SLP Asst	22.71	23.73	24.80	25.92	27.09	28.31	29.58	30.91
CPT Asst	22.71	23.73	24.80	25.92	27.09	28.31	29.58	30.91
COT Asst	22.71	23.73	24.80	25.92	27.09	28.31	29.58	30.91
Lic Prac Nurse	22.71	23.73	24.80	25.92	27.09	28.31	29.58	30.91

2024-2025								
<u>Position</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
SLP Asst	23.39	24.44	25.54	26.69	27.89	29.15	30.46	31.83
CPT Asst	23.39	24.44	25.54	26.69	27.89	29.15	30.46	31.83
COT Asst	23.39	24.44	25.54	26.69	27.89	29.15	30.46	31.83
Lic Prac Nurse	23.39	24.44	25.54	26.69	27.89	29.15	30.46	31.83

2025-2026								
<u>Position</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
SLP Asst	23.86	24.93	26.05	27.22	28.44	29.72	31.06	32.46
CPT Asst	23.86	24.93	26.05	27.22	28.44	29.72	31.06	32.46
COT Asst	23.86	24.93	26.05	27.22	28.44	29.72	31.06	32.46
Lic Prac Nurse	23.86	24.93	26.05	27.22	28.44	29.72	31.06	32.46

Classified employees that meet District bilingual criteria (Article 23 A.11) will be granted an additional \$0.40 per hour.

**Memorandum of Agreement
Between
The EPEA/SOBC
and
Eagle Point School District 9**

The District and the EPEA/Council agree to the following:

1. The District and the Association agree to establish the “Contract Language Review Team”. (CLRT)
2. The CLRT will include the following members: Human Resources Director, Human Resources Specialist, EPEA President, EPEA Bargaining Chair, EPEA Grievance Chair, UniServe Representative, and Superintendent, (or their designee). Additionally, the School Board Chair may choose on school board member to attend CLRT meetings. Other members and specialists will be brought in on an as needed basis.
3. The purpose of this team will be to review contract language items throughout the duration of the contract. Any decisions made by the team will be made as a Memorandum of Agreement and approved by the District, Association and SOBC.
4. This team will meet monthly. Meeting may be cancelled upon mutual agreement or necessity.
5. Each meeting, one of the primary focuses will be reviewing job descriptions.

Memorandum of Understanding

The parties seek to have a process that individual buildings can use to allow for customization of the work and instructional day that takes licensed staff beyond the 1575 minutes within the five-day work week pertaining to Article 5 (i.e. first week of school, state testing, last week of school). The foundation of this memorandum of understanding is to create a process which will allow the staff and administration at each building the flexibility to customize their work and student day in a way which creates efficiencies, support student achievement and provide the opportunities for staff to work collaboratively.

1. Proposals to modify the work/instructional day can be presented by either a group of staff members or the administration.
2. All proposals will be initially reviewed by a committee of both building level staff and administration prior to being presented to staff for feedback, input and review.
3. Once a proposal is finalized the committee is responsible to present its final recommendation to the whole staff for feedback, recommendations and suggestions.
4. A copy of the final proposal will be provided to the executive council prior to its submission to the full staff for approval.
5. The parties will endeavor to work toward a consensus and/or a majority of support by the building level staff for the changes being proposed. No proposal will be implemented without approval of the building level administrator irrespective of the level of staff support.
6. The above provisions of the Memorandum of Understanding shall be reviewed annually.

Memorandum of Understanding

The District and the Association agree to reconvene to discuss salaries referenced in Article 23 if the State School Funding for the 2023-2025 biennium reaches 10.3 billion.

Memorandum of Understanding

Article 29

The Eagle Point School District 9 (hereafter referred to as the "District") and the Eagle Point Education Association /Southern Oregon Bargaining Council ("Council") have reached the following agreement:

Article 29 - Closure or Delay

A. CLOSURE

When school is cancelled classified employees who work less than 12 months per year will not be required to report to work and will be paid regularly, but will be required to make up that day at the end of the school year, if school is extended for the extra day, without an extra day's pay.

Classified employees who are required to work or classified employees whose schedule requires arrival, and who do arrive, prior to the decision to cancel or whose regular schedule precludes them from being notified of cancellation prior to departure from home will receive compensatory time off for the period of time spent on duty. One hour pay is guaranteed.

B. DELAYED START

Whenever the District delays the regular starting time employees shall receive their regularly scheduled pay and benefits for the delayed time period. Classified employees whose schedule requires arrival prior to the decision to delay school or whose regular schedule precludes them from being notified of delay prior to departure from home shall receive compensatory time off for the period of delay. One hour pay is guaranteed.

C. SNOW DAYS/ INCLEMENT WEATHER CLOSURE/ EMERGENCY CLOSURE

1. When employee work days are cancelled as a result of inclement weather or other emergency closure, all vacation leave and personal leave will be charged against the employee's accrued leave totals. However; sick leave or bereavement leave will not be charged to the employee's accrued leave total.

2. When school is closed as a result of inclement weather or other emergency closure, all employees may be required to make up the work day on a non-work-day at the end of the current school year. Employees who were not charged personal or vacation leave for the day will work the replacement day without additional payment.