

Central Curry School District 1

and

Central Curry Education Association

2022-2025
Agreement

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Article 1-Preamble

- A. This Agreement is entered into between the Board of Directors on behalf of the Central Curry School District 1, Gold Beach, Curry County, Oregon, herein referred to as the “Board” or “District,” and the Central Curry Education Association, herein referred to as the “Association.”
- B. The intent of this Agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours and conditions of employment for teaching personnel included in the bargaining unit.

Article 2 -Recognition

- A. The District recognizes the Central Curry Education Association as the sole and exclusive representative with respect to wages, hours and conditions of employment for all employees included in the bargaining unit as delineated in Section B, below.
- B. All regular full-time and part-time (.5 FTE or more) licensed employees except as provided below are subject to the terms of this Agreement. Employees not subject to the terms and conditions of this Agreement include the superintendent, principal, temporary and substitute employees. Salaries and fringe benefits of employees employed less than full time shall be prorated.

Temporary employees are defined as those hired for a special assignment or project for not more than ninety (90) workdays.

Substitute employees are defined as those hired to replace employees who are on a leave of absence (e.g., sick leave, personal leave, unpaid leave, etc.). For an unpaid leave to qualify under this provision, it must be for a semester or less.

- C. The purpose of this article is to recognize the rights of the bargaining agent to represent employees in the bargaining unit in negotiations with the Board. Granting of recognition is not to be construed as obligating the Board in any way to continue any functions or policies. The Board reserves the right to create, combine or eliminate any positions that, in its judgement, is deemed necessary.

Article 3 -Management Rights

- A. 1. It is jointly recognized and agreed that the parties to this Agreement share a common goal in the educational process to provide a superior educational program within the framework of the limits of available resources. Employees covered by the Agreement have a continuing professional commitment to the education process, to young people, to their colleagues and to the improvement of their own skills. The Board consists of citizens who are elected by and directly responsible to the community for the total education program. The Board acts by and through its administrative and supervisory staff. The parties, therefore, jointly recognize that pursuant to ORS 332.072-332.075 and ORS 332.105-332.107 the Board has the responsibility for formulation and implementation of policies and rules governing the educational program and services of the District. No delegation of such responsibility is intended or to be implied by any provisions of this Agreement.
2. Recognizing the relationship notes in Section A, 1, of this article, the parties agree that the District retains all customary, usual and exclusive rights, decision-making, prerogatives, functions and authority connected with or in any way incident to its responsibility to manage the affairs of the District or any part of it. Rights of employees in the bargaining unit and the Association are limited to those set forth in the Agreement, and the District retains all prerogative, functions and rights not limited by the terms of this Agreement.
- B. Without limiting the generality of the foregoing, it is expressly recognized that the Board's operational and managerial responsibility includes:
- The right to determine the location of the schools and other facilities of the school system, including the right to establish new facilities and to relocate or close old facilities;
 - The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures and public relations;
 - The determination of the management, supervisory or administrative organization of each school or facility in the system and the selection of employees for promotion to supervisory, management or administrative positions;
 - The maintenance of discipline and control and use of the school system property and facilities;
 - The determination of safety, health and property protection measure where legal responsibility of the Board or other governmental unit is involved;
 - The right to enforce the rules and regulations now in effect and to establish new rules and regulations from time to time not in conflict with this Agreement;
 - The direction and arrangement of all the working forces in the system, including the right to hire, suspend, discharge, discipline or transfer employees;
 - The right to relieve employees from duty for poor or unacceptable work;

- The creation, combination, modification or elimination of any teaching position;
- The determination of the size of the working force, the allocation and assignment of work to employees, the determination of policies affecting the selection of employees and the establishment of quality standards and judgment of employee performance;
- The determination of the layout and the equipment to be used and the right to plan, direct and control school activities. The determination of the subjects to be taught;
- The right to establish and revise the school calendar, establish working hours of employment, to schedule classes and assign workloads, and to make final approval of the selected textbooks, teaching aids and materials;
- The right to make assignments for all programs of an extracurricular nature.

Nothing in the Agreement shall limit in any way the District's contracting or subcontracting of work or shall require the District to continue in existence any of its present programs in its present form and/or location or on any other basis. This clause does not constitute a waiver of the Association's right to demand to bargain according to the provisions of ORS 243.698.

- C. The exercise of the above listed management rights shall be limited only by the terms and conditions of this Agreement.

Article 4 - Nondiscrimination

The Association and the District affirm their adherence to the principle that they shall not discriminate against any employee covered by this Agreement because of age, race, religion, gender, sexual orientation, gender identity, marital status, national origin, the presence of any mental or physical handicap or by reason of an individual's membership or non-membership status in the Association.

This contract contains a grievance procedure as one means of resolving disputes. If any claim, suit or charge is filed with any state or federal agency or court subsequent to or following the filing of a grievance and related to the grievance, the grievance shall only be processed through the Board level. Any arbitrator's decision shall be rendered null and void. If any claim, suit or charge is filed prior to filing a subsequent grievance related to the subject of the claim, suit or charge, the grievance shall only be processed through the Board level.

Article 5 - Payroll Deductions

- A. The District agrees to deduct from the salaries of its regular employees as requested in writing by the employee or until revoked in writing:
- Regular Association dues.
 - Premiums for Board approved insurance and annuity programs not to exceed six (6) programs with a minimum of four (4) employees per program, except that programs currently in existence which do not meet the previously stated criteria shall remain until there are no employees participating.
 - Payments to the employees' credit union.
 - Donations to OEA Foundation.
 - Gold Beach Fitness Center.
- B. If the financial institution that the District uses is compatible with and allows for direct deposit, the District will provide that as an option for each employee who requests such an option in writing.
- C. Prior to the first dues deduction of the school year and then for any employee who becomes a member of the Association after the start of the school year, the Association shall notify the District of the bargaining unit members who have elected to have dues deducted from their paychecks and shall identify the dues deducted from each. The Association shall also notify the District when a bargaining unit member should no longer have dues deducted. The District shall enact dues deduction changes on the pay period following a notification.

1. Processing OEA/NEA/CCEA Dues Deduction

Dues deduction shall be made monthly in an amount equal to one-twelfth (1/12th) of annual dues, commencing with the month of September and continuing through the June payrolls. Deductions for employees who join the Association after the beginning of the school year shall be prorated on a twelve-month proration schedule.

2. The District agrees to provide the names, assignment, salary placement, PERS classification, last four digits of their social security number, and the contact information for any bargaining unit member within ten (10) days of hire.

3. Remittance of Dues Checks

a) Data to OEA

Within ten days after each pay period, the District shall send the Association a register of NEA/OEA/CCEA dues, including voluntary Association contributions, deducted from each member's paycheck.

b) Payment to OEA

Within ten (10) days after each pay period, the District shall send OEA, in a single payment, the combined NEA and OEA dues, including voluntary Association contributions, deducted for the month.

c) Payment to CCEA

CCEA dues payments will be deducted and paid separately from OEA/NEA dues and shall be remitted to the CCEA treasurer.

4. Information

a) Employee List

Each month, the District shall provide to the OEA Membership Specialist a list of each employee in the bargaining unit that includes the last four digits of their social security number, and the dues amount withheld.

b) Change in employment status

The District shall promptly notify the OEA Membership Specialist whenever an employee in the bargaining unit is placed on unpaid leave of absence, retires, is laid off, or resigns.

- D. The Association agrees to refund to the District any amount amounts paid to it in error and the District agrees to refund to the Association any amounts deducted in error.
- E. The Association agrees to indemnify, defend, and hold the District harmless from employee or former employee claims, orders, or judgements against the District concerning the dues deduction procedures outlined in this Agreement. The Association's obligations are contingent on the District: 1) giving the Association at least three weeks notice, in writing, of any claims; 2) and cooperating with the Association and its designated counsel in the defense of the claim. The Association's obligation does not extend to criminal allegations or District conduct that would constitute an Unfair Labor Practice. In the event the District properly invokes this paragraph, the Association will provide the attorney to defend against the claim. In the event District wishes to use its own attorney, the District will pay the fees and cost of said attorney.

Article 6 - Employee Evaluation

- A. Evaluation of teachers shall be in accordance with ORS 342.850. The District agrees to follow the adopted evaluation policy.
- B. At the beginning of the school year, a copy of the District's evaluation procedure, forms, and all relevant policies will be provided to each licensed staff member, as well as copies of any changes that are later recommended by the Evaluation Committee.
- C. The Board and Association recognize the necessity of maintaining a system which provides for the revision and development of all aspects of the evaluation process. The Board and Association further recognize the value of receiving comments and information about this process from those being evaluated as well as those responsible for evaluating. Therefore, the Board and Association agree to an evaluation committee of three (3) Association members appointed by CCEA, and three (3) Board/Administrative members to study and make recommendations to the Board for adoption. This committee will meet no less than every two years to review and make recommendations to Administration on the evaluation document.
- D. **Observation:** All monitoring or observation of the work performance of an employee will be openly conducted by the building/district administrator. Public, academic and athletic activities are to be considered observable without specific notice to staff.
- E. **Pre-Evaluation Notification:** At the beginning of the school year, all employees will be provided copies of the forms on which their evaluations will be written and copies of any criteria, guidelines or directions being used by their evaluator during their evaluation.
- F. **Evaluation Conference:** Employees will be given a printed copy of any class visit or evaluation report prepared by their superiors and will be entitled to a conference to discuss said report. The employee may take up to three (3) working days to review the evaluation prior to the conference.
- G. If the adopted policy requires or allows for the use of artifacts in the evaluation process, then the employee shall select the artifacts and the Administrator may request additional artifacts.
- H. Student test scores will be used as a data point to inform and improve instruction.
- I. **Deficiencies:** If, during an observation, the evaluator determines that an employee is not proceeding satisfactorily, the employee shall be notified in writing of these deficiencies within fifteen (15) working days of the observation.
- J. **Plans of Assistance:** An employee who is to be placed on a plan of assistance for improvement will be notified in writing in advance with a copy to the Association.
 - 1. A program of assistance is a formal process, or more intensive supervision and assistance designed to focus on needed improvements with respect to the District's performance standards. A program of assistance shall be implemented prior to any decision by the District to terminate employment where classroom performance standards have allegedly not been met.

2. Nothing in this Article shall relieve a teacher from his/her responsibility to maintain satisfactory performance levels in all areas related to effective teaching, whether or not previously identified as an area of weakness.
 3. All bi-monthly follow-up meetings with employees on programs of assistance shall be held at the end of the employee's student contact day.
 4. The use of peer assistance during programs of assistance is voluntary. No verbal or written records resulting from peer assistance will be used in any nonrenewal or dismissal hearing unless mutually agreed to by the District, the teacher on the program of assistance, and the peer assistance teacher.
- K. Any complaints received by the District regarding a teacher's status as "highly qualified" or failure to meet average yearly progress shall be handled pursuant to Article 23 - Complaint Procedure.

Article 7 - Assignments/Transfers

- A. Subject and activity assignments shall be made by the District based on the needs of the District. Academic background, personal and professional experience of employees shall be considered in making assignments.
- B. Any employee desiring to make a transfer in subject or activity assignment must submit a written request to the superintendent on or before April 1 in order to be eligible for consideration for such transfer to be effective the following school year. Eligible requests submitted in accordance with the above shall be acted upon in accordance with the provision of Part A hereof.
- C. The superintendent will assign all newly appointed employees to their positions and will give notice of assignments to new employees as soon as practicable. Except in unusual and emergency situations, notice of assignment will be given to the new employee thirty (30) days before school starts.
- D. All other employees will be given written notice of their class and/or subject assignments for the coming year not later than the last work day of the school year.
- E. In the event that changes in such classes and/or subject assignments are proposed after the last work day of school year, the employee affected will be notified promptly by the superintendent or his/her representative.
- F. During the regular school year, the District shall post vacancies (as defined in Article 21-Reduction in Force/Recall) internally for a minimum of five (5) working days on bulletin boards within each work site. During the summer hiatus, employees who have notified the District office of their desire to be notified of openings and provided a current e-mail address shall be e-mailed announcements for such openings. No less than five (5) working days from the date of e-mailing, the District may post these job openings externally.
- G. The District maintains the right to transfer employees.
- H. For purposes of this article the following definitions are applicable:
 - 1. Assignment: shall mean the placement by the District of an employee in a position within the bargaining unit. A position shall include the general area of subject being taught (e.g., kindergarten, math, science, etc.).
 - 2. Transfer: shall mean a change from an employee's current assignment to a different assignment or when movement from one building to another building occurs.

I. In the event of an involuntary transfer, the following provisions will apply:

1. Employees who are scheduled to be involuntarily transferred will receive written notice of the transfer not less than fifteen (15) working days prior to the transfer being made final.
2. The employee will have the opportunity to talk with the administration prior to the making of a final decision.

For a period of three (3) contract years following the involuntary transfer, the District will maintain a notation in the personnel file that the transfer was involuntary. The employee will have first rights to be reinstated into his/her original position or similar positions within the building. At the end of three (3) years, the notation will be removed from the personnel file.

Article 8 - Calendar

- A.** It is recognized that the Board has the responsibility to set the annual school calendar. Prior to adoption of the calendar, a proposed calendar will be referred to the Association for review and comment.
- B.** Paid holidays will include Labor Day, Veteran's Day, Thanksgiving, day after Thanksgiving, President's Day, and Memorial Day.

Article 9 - Working Conditions

- A. Regular building hours for teachers shall be eight (8) hours per day, including a thirty (30) minute duty-free lunch, exclusive of any supervisory duties. No employee will work more than four hours without a break.

- B. In addition to regular building hours consistent with the traditional expectations associated with the performance of professional employees, the following shall apply:

Employees shall spend time outside of building hours to the extent necessary for adequate preparation for instruction, pupil and parent consultations, co-curricular functions and other activities related teacher job description. The District reserves the right to assign staff to state mandated co-curricular activities if no licensed employees have volunteered for positions.

Staff meetings will routinely occur once a month. The District will provide notice to employees as soon as reasonably possible in the case a special staff meeting is set. The District will attempt to keep such special staff meetings from extending beyond the regular building hours.

- C. Employees shall adhere to the daily schedule and shall make no commitments which will preclude their being present in their assigned responsibilities. Requests for exceptions must be submitted to the principal prior to the anticipated employee absence and/or late arrival or early leaving. A salary deduction will be made on a per diem basis for an unapproved absence. Employees may be subject to discipline for unauthorized late arrival or early departure. Employees shall not leave the building to which they are assigned during class or preparation periods for non-work-related reasons without the consent of the building or district administrator, or designee.

- D. Preparation Time: Each high school and middle school employee shall have the equivalent of one (1) class period each day where he or she is not assigned to classroom responsibilities. Elementary employees shall have forty-five (45) minutes a day or a total of two hundred twenty-five (225) minutes a week with a block of no less than thirty (30) minutes, at one time, at one school, where he/she is not assigned other responsibilities. When possible, the District will schedule prep periods within the student contact day. This time shall normally be used for planning and preparation of instruction. However, the District reserves the right to assign employees to cover classrooms during this preparation time without any additional compensation, a maximum of two (2) times per quarter. If the employee loses his/her preparation time beyond the two (2) times per quarter (three fifteen-minute increments shall count as one prep period) he/she shall be compensated at the substitute rate on a per diem basis. This does not apply to the Athletic Director's period(s) in which he/she is serving as the athletic director.

When the High School is on a modified block schedule, preparation time may be unavailable on one day due to period schedules, but in no case will any teacher lose preparation time for two consecutive days due to the block scheduling.

Preparation time will be pro-rated for less than full-time employees based upon the employee's full-time equivalent. For example, a .5 FTE teacher will receive half (1/2) of the stipulated preparation time.

- E. Extended Assignments: By mutual agreement between the employee and the District, employees may accept assignments to teach a "zero period" (prior to the start of the regular school day or immediately following the regular school day) or during his/her preparation period. The District may not unilaterally assign a teacher to teach a zero period, additional class after the end of the regular school day, or during the employee's preparation period, and the teacher shall not be entitled to a continuation of such an extended assignment from academic term to academic term. The parties agree that an individual may not be assigned either a zero period or additional period after the end of the regular school day and a teaching period in lieu of preparation time.

When the District and an employee agree to such an extended assignment, the teacher shall be compensated at 1/7 of his/her daily rate for the additional class period.

By mutual agreement and in lieu of additional compensation, the teacher may be scheduled to leave early, but such arrangements shall not excuse the teacher from attending scheduled staff meetings.

- F. Teachers traveling from one school to another will have ten (10) minutes travel time that does NOT take away from either their prep period or thirty (30) minute duty free lunch. If an employee works in both buildings, he/she will get a prep period equivalent to the high school's prep period time.
- G. Employees who believe they are required to work under unsafe conditions or to perform tasks which they feel are hazardous to their health or well-being shall be responsible for notifying in writing, their principal or superintendent. The District will report the resolution to the employee within ten (10) days of the report. The District will develop, in conjunction with teachers, a plan to secure each building after 4:00 pm each day school is in session.
- H. The District will make every effort for class sizes in Title I buildings to be at or below twenty-seven (27) students. The District agrees to meet with union representation to discuss solutions regarding class size overages.
- I. When student transfers need to be made within the school year, the administration will consider current student distribution when assigning the students.
- J. The employee contract shall consist of 190 days. Employees shall have no less than two (2) days during opening week in-service to work in their rooms in no less than half-day increments. Employees shall have one-half (1/2) grading day at the end of each grading period. Once all district students have been released on student grading days, licensed employees may elect to grade from home.
- K. When planning District professional development activities, a committee of teachers and administration will develop a schedule/program based on a needs assessment from the teaching staff. No less than two (2) hours a month on professional development Fridays will be allocated for individualized teacher curriculum development.
- L. During the instructional day, parents may visit or observe a classroom, but must make an appointment to speak with the teacher regarding their child's progress.

- M. When state, county, or city emergency personnel determine that travel on roads and highways is unsafe, the District will be closed and notice shall be given to staff in a timely manner.
- N. Extra-duty timesheets shall not be used for evaluation or to determine stipends as they do not reflect actual time expended for extra-duty positions.
- O. If an elementary teacher is assigned a minimum of three (3) additional students due to no substitute being available, for whom alternative curriculum is required, the teacher with the additional students shall be compensated \$50 per half day (30 minutes to 4 hours) and \$100 per full day (over 4 hours). No additional pay will be granted if the students are in a class for less than thirty (30) minutes. (Effective from date of contract ratification.)
- P. Special education teachers shall be granted two (2) paper days per semester to ensure the timely and accurate completion of regulatory documentation. Special education teachers shall not be responsible for teaching on paper days.

Article 10 - Compensation

- A. The compensation schedule for employees for 2022-23 is attached to this Agreement as Appendix A-1. The salary schedule shall be calculated on the index attached to this agreement as Appendix B and by this reference incorporated herein. The 2022-23 salary schedule will be the 2021-22 salary schedule increased by seven percent (7%) at the base. No step increase will be granted.

Beginning with the February 2016 payroll, the District will “pick up” the six percent (6%) employee contribution required by ORS 238.200 and ORS 238A.330. The full amount of required employee contributions/payments “picked up” will be considered as “salary” within the meaning of ORS 238.005(26) and ORS 238A.005(17)(b)(F) with respect to PERS/OPSRP for the purpose of computing an employee member’s “final average salary” within the meaning of ORS 238.005(9) and ORS 238A.130. Any amount picked up will be considered to be employee contributions for all purposes under Chapter 238 and Chapter 238A. Pursuant to ORS 238A.335 (2)(a), the parties agree that employee compensation has been reduced in order to generate the funds needed to make these employee contributions; the employer will file any required notices with the Public Employees Retirement Board.

- B. Year: 2023-2024

The salary schedule will be the 2022-23 salary schedule increased by four percent (4%) at the base. Eligible employees will receive a step increase.

The salary schedule for 2023-24 is attached as Appendix A-2.

- C. Year: 2024-2025

The salary schedule will be the 2024-25 salary schedule increased by four percent (4%) at the base. Eligible employees will receive a step increase.

The salary schedule for 2024-25 is attached as Appendix A-2.

- D. In accordance with Section E below, if an employee completes the necessary credits for advancement to a higher educational level on the compensation schedule, the adjustment in placement on the schedule, to be effective in the subsequent school year, will be made only if the employee notifies the superintendent in writing prior to September 1 with an appropriate grade card, letter from professor or tuition receipt. Official verification of having successfully completed the additional District approved coursework will be submitted to the superintendent by October 15th in the form of an official college transcript.
- E. Advancement to a higher educational level on the compensation schedule must be part of a planned fifth year of master’s degree program or part of a program which has been approved by the administration and Board of Directors.

- F. All employees are expected to assist with co-curricular activities as part of the teaching contract. Academic background, personal and professional experience of employees shall be considered in making co-curricular assignments.
- G. Step advancement on the compensation schedule is contingent upon successful work. Advancement on the salary schedule is not automatic, but subject to satisfactory service as determined by the results of the evaluation procedure by the District. Employees on a program of assistance for improvement at the time step advancement is conducted will not be eligible to receive a step advancement at that time. Upon a determination by the District that the employee has successfully completed the program of assistance for improvement, the employee will be advanced on the salary schedule.
- H. The District will follow the standards of Oregon School Law regarding licensure and retirement programs.
- I. In the event of a situation beyond the control of the Board or inclement weather which requires the closing of the school, the school year may be extended to compensate for the number of days lost in such school or year at the discretion of the District, with no additional pay in excess of the employee's contracted salary.
- J. Employees shall be paid by the last District working day of the month during the school year. June, July and August shall be paid on the last working day, pending check out, but no later than June 30.
- K. In emergency circumstances, employees shall be permitted to take a salary draw up to one half of gross pay, minus appropriate deductions with approval by the Superintendent or designee.
- L. Salaries shall be paid in twelve (12) monthly installments. End of year payment will not be made until all work has been completed and records are filed. All deviations of salary payments are subject to Board approval.
- M. Accrued sick and personal leave time shall be shown on each monthly paycheck stub.
- N. Other superintendent or Board approved work will be paid at an hourly rate of one-eighth (1/8) of the Oregon substitute employee daily rate.
- O. The administration may choose to offer extended contracts, as needed, for additional curriculum-oriented services by employees.
- P. When assigned duties of an employee require the regular use of his/her personal car on school business, he/she shall be paid a monthly or quarterly amount based on the I.R.S. mileage rate.
- Q. For each employee who achieves National Board Certification an additional stipend of \$2,000.00 will be added to their salary on an annual basis beginning with the first full contract year following certification.

- R. For new employees beginning their first year of employment with the District and who relocate in order to work in the District, the District shall grant one draw on the employee's first month's salary up to \$1,500.
- S. Newly hired employees shall be **credited steps** on the salary schedule based on previous years of licensed teaching experience in accredited K-12 schools. The superintendent shall make the final decision regarding salary schedule placement.
- T. Educators who worked the entire 2021-22 academic year and return for the 2022-23 academic year shall receive a one-time payment of \$750 to be paid in the payroll following ratification. (Note: Employees no longer working for the district at the time of contract ratification will not be eligible for payment.)

Article 11 - Extra-Duty Compensation

- A. Extra duty assignments are one (1) year assignments with the option to renew at the discretion of the District. Extra-duty contracts held by administration will be reposted every year to give bargaining unit members the opportunity to apply for that position.
- B. The extra-duty compensation schedules for teachers for the extent of the contract are attached to this Agreement as Appendix C-1, C-2 and C-3, and by this reference are incorporated herein. All administratively assigned extra-duty positions shall be compensated according to the above referenced schedule. Compensation will be based on years of experience, not consecutive years of experience. Annual increases to the extra-duty compensation schedule and step advancement shall be the same as the regular compensation schedule.
- C. Coaches listed on the extra-duty schedule who are involved in Oregon School Activities Association (O.S.A.A.) or other state competition beyond the regularly scheduled district-level competition shall receive the following extended compensation.

Head Coaches	\$175.00/per week
Assistant Coaches	\$150.00/per week
Pep-Band Director	\$100.00/per event

The district shall decide the number of coaches who will receive extended pay. The pay for these coaches ceases upon elimination of the team or last individual from competition.

- D. Job descriptions for extra duty positions will be prepared by administration. Vacancies will be posted on bulletin boards in each building for a minimum of five (5) working days. During the summer hiatus, employees who have notified the District office of their desire to be notified of openings and provided a home e-mail address shall be e-mailed announcements for such openings. Extra-duty positions will remain open at least five (5) working days. No less than five (5) working days from the date of e-mailing, the District may post these job openings externally. Decisions to fill extra-duty positions rest solely with the administration.
- E. Because of the difficulties associated with changes in extra-duty assignments when an employee resigns immediately prior to or during the time period of the assignment, the District requires minimum of sixty (60) days of notice before leaving.

Anyone failing to give such notice shall result in a letter of reprimand being placed in the personnel file of the employee. If the reason for the resignation is because the employee has (1) moved out of the District; or (2) a serious illness or injury that would prevent the employee from being able to fulfill the terms of the extra-duty contract, no such letter shall be issued.

Article 12 - Personnel Files

- A. The official files on employees are confidential and as such shall be available for inspection in compliance with state law and Board policy. Employees shall have the opportunity to review all materials of their personnel file. Employees shall not have the right, however, to view confidential letters of reference received by the District prior to the employee being hired. Should the District move to electronic files, it shall provide the same level of confidentiality as with hard copy files.
- B. Employees shall have the right to review all materials in their personnel file originating from within the District. The employee shall have the right to make copies of any non-confidential employment related materials in his/her personnel file. Employees may have a representative accompany them during such review. All such review must be by appointment with the superintendent or principal.
- C. Employees shall receive a hard copy of any materials added to their personnel files at the time of original placement into the files. Employees shall acknowledge receipt of such copies by signing the materials with the express understanding that their signature does not necessarily mean they agree with the contents of the material(s). Employees shall have the right to submit a written response to any material in the file and any such response shall be attached to the file copy. If an employee refuses to affix his/her signature to the copy, then another witness may sign in place of the employee indicating that the employee has been shown the copy prior to it being placed in the personnel file.
- D. Material not contained in the personnel file or provided to the employee will not be used by the District when considering demotions, discharges, discipline or other involuntary changes in employment status.

Note: In Section B, the intent is to exempt confidential, pre-employment materials from employee access.

Article 13 - Association Rights

- A. Whenever any employee participates during working hours in meetings mutually agreed upon by the Board, superintendent and/or a District administrator and the employee, he/she shall suffer no loss in pay. Designated Association representatives engaging in union activities shall be granted reasonable time to engage in Association activities as described in Public Employee Collective Bargaining Agreement (PECBA) during the designated Association representatives' regularly scheduled work hours without loss of compensation, seniority, leave accrual or any other benefits. For the purpose of this Article, "designated Association representatives" shall include chapter executive board officers and one (1) building representative per school.
- B. The Association shall have the use of a bulletin board in the faculty lounge which is also available to all licensed employees. The Association may use message boxes and also District e-mail, provided such use is limited to sending out membership and bargaining notices and newsletters.
- C. Upon request, twenty-four (24) hours prior to any faculty meeting, one (1) Association member shall be allowed to speak at any faculty meeting and unless previously agreed upon with the administration, discussion shall be limited to ten (10) minutes. The Association shall be given a minimum of thirty (30) minutes paid time during the opening Inservice day(s) to meet alone with all bargaining unit members consistent with PECBA. Within ten (10) days of the mid-year hiring of any bargaining unit member, the Association shall be given a minimum of thirty (30) minutes to meet alone with such bargaining unit member, consistent with PECBA.
- D. If an employee is required to attend an interview, the purpose of which is to obtain information that could provide the basis of imposing discipline upon the employee, or result in dismissal, the employee has the right to representation during the interview. The employee shall be given twenty-four (24) hour notice prior to any such meeting.
- E. The Association president shall be provided copies of the Board meeting agendas, unapproved Board meeting minutes (excluding executive sessions), and any Board packets (exclusive of confidential materials) within ten (10) business days.
- F. Consistent with PECBA, the District shall provide the Association with membership information at regular intervals (every 120 days for all bargaining unit members and within ten (10) days from the date of each new hire).
- G. The Association shall be granted up to a total of five (5) days of leave with pay to be used by Association representatives to attend conferences or to attend to other Association business approved by the Association President. Should all five (5) days of Association leave be exhausted, the District will grant up to two (2) additional days of leave without pay. The Association will reimburse the District for the cost of any substitute hired because of the employee's absence.

Article 14 - Sick Leave

- A. In accordance with ORS 332.507, sick leave shall be granted to all employees at the rate of ten (10) days per school year. Employees who commence working for the District after the school year begins shall be granted sick leave on a pro-rated basis of one day per month of contract. The sick leave shall be credited each school year on the first contract day. Sick leave may be applied to absence caused by illness, injury, or doctor appointment of an employee or immediate members of the employee's family residing in the employee's household. In any instance involving use of a fraction of a day's sick leave, employees will be charged in one-hour increments, with one hour being the minimum time charged. The principal shall be responsible for control of abuse of the sick leave privilege. The employee may be required to furnish a certificate issued by a licensed physician or other satisfactory evidence of illness to the principal for an absence in excess of five (5) consecutive days.
- B. When an employee will be absent from work due to illness, he/she shall give notice to the principal or the person designated by the superintendent to receive such notice, not later than 7:00a.m. of the first day of the illness. If the absence is for consecutive days, the principal should be notified of the probable date of return.
- C. An employee returning from any illness, whether or not sick leave benefits have been paid, may be required to submit to a medical examination or other medical evaluation at the expense of the District in order to establish medical fitness for the duties of the position before returning to work.
- D. Any employee obtaining sick leave benefits by fraud, deceit or falsified statements shall be subject to disciplinary action.
- E. In accordance with state and federal law, eligible employees shall be granted FMLA/OFLA.
- F. Upon election by the employee the District may pay to such employees the difference between his/her regular salary and the total benefits receive by him/her under the Workers' Compensation Program. A prorated amount of what was paid to him/her by the District shall be deducted from his/her sick leave.
- G. If employees had previously scheduled Leave Without Pay (LWOP), sick, personal, vacation or other leave on late start or closure days, the absences will be eliminated in AESOP by the Payroll Clerk. (This will not add days to the length of consecutive OFLA/FMLA)
- H. Leave taken under this article that qualifies shall be recorded as part of the employee's FMLA/OFLA leave allocation and the employee shall be notified of such.

I. Sick Leave Bank

1. The purpose of a sick leave bank is to provide a safety net for employees who face a medical emergency. A medical emergency means a medical condition of an employee that is likely to require an employee's absence from duty for a prolonged period of time.
2. All employees who wish to participate in the bank must donate a minimum of one (1) sick day to the bank by September 30 of each school year by completing the appropriate form. People who donate a day are eligible to access leave days in the bank.
3. 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.
4. When an employee faces a medical emergency, resulting in ten (10) consecutive work days or more absence, he/she can request leave days from the bank. After being absent the minimum ten (10) consecutive days, an employee can use leave on an intermittent basis only if the purpose of the leave is to provide a period of treatment for the initial illness. The employee must provide the reasons the leave is needed, including a brief description of the nature, severity and anticipated medical emergency. Certification from one or more physicians may be required. The District will be the one who determines whether or not the employee has met the criteria for use of leave from the sick leave bank. The parties will develop a committee to process any appeals to the determination. For the term of this contract (2022-2025), the requirement to miss ten (10) consecutive days before accessing the sick leave bank is waived.
5. An employee must exhaust all of his/her paid leave prior to accessing the sick leave bank.
6. No one shall be granted more than sixty days in one year from the bank.
7. Any unused sick leave bank days at the end of the work year shall be carried over to the next work year.
8. By October 15th of each year the District shall notify the Association in writing of the number of days that are available in the bank for the coming year. By June 30th the District shall notify the Association in writing as to the balance of the sick leave bank.

Article 15 - Personal Leave

The District will grant **three (3)** days of paid personal leave per year to take care of personal circumstances. Personal leave is not cumulative. It must be scheduled at least forty-eight (48) hours in advance. Employees must request the leave in writing. The employee will receive written notice of approval or denial from the Superintendent or his designee prior to the date and time of the leave request. It is only when circumstances giving rise to the need for leave prevents such advanced written notice that the employee shall give verbal notice, as early as possible, to the Superintendent or his designee. The employee shall, within twenty-four (24) hours of returning to work, submit a written leave form.

Article 16 - Sabbatical Leave

All licensed personnel may apply for a sabbatical leave for up to one (1) year for the purpose of study or subject related travel. Applications must be received by the District office prior to February 15th. The decision of whether to grant a sabbatical leave rests solely with the Board and its decision is final and binding upon the parties. Applicants for sabbatical leave would be required to have a personal interview with the Board of Directors at the March Board meeting or at a special meeting called by the Board. Not more than one (1) staff member per year will be granted sabbatical leave. The District will attempt to return the employee to a position similar to the one he/she left. The obligation to return the employee to work shall be considered null and void if the District has, during the leave period, conducted a lay off that would have resulted in the employee being laid off.

The District agrees to allow the employee to continue on the current benefit plan at the employees' expense. The employee agrees to provide the premium by the 15th of each month. The benefit provided will be subject to the underwriter's rules and regulations.

Article 17 - Jury Duty and Subpoena for Court Appearance

Leave of absence shall be authorized for jury duty or under subpoena as a disinterested witness or any other legal proceedings in his/her capacity as a District employee, if not initiated by the employee. In such cases, unpaid leave may be granted by the Board. The District retains the right to request an employee be excused from jury duty.

If an employee is not selected for jury duty, that employee shall return to work immediately.

Note: The intent of this article is not to provide leave for employees involved in criminal matters, or employee's individual civil matters.

Article 18 - Emergency and Bereavement Leave

- A. Five (5) days leave with pay may, at the discretion of the District, be granted for emergencies.

This leave is noncumulative and must be approved in advance except when the nature of the emergency precludes such advance notice. In requesting emergency leave, the applicant must state the nature of the emergency which shall include one (1) of the following:

1. Funerals or serious illness or accident in the employee's immediate family, (spouse, siblings, children, parents, grandparents). Death of another household member who has shared residence for three (3) months will also qualify for bereavement leave upon superintendent's approval. Superintendent may require verification showing a minimum of three (3) months' occupancy at shared residence. The superintendent's decision will be final.
 2. Natural disasters such as fire, flood, or storms.
- B. Up to five (5) days of leave without pay may, at the discretion of the District, be granted for serious illness, injury or to attend a funeral for an individual who does not qualify as an immediate family member. This is non-cumulative and must be approved in advance. In requesting leave, the employee must state the nature of the request.
- C. The District shall comply with all state leave laws regarding Bereavement leave. Available paid leave of Section A in this Article (if approved by the District) will run concurrently with the unpaid bereavement leave provided under the statute.

Article 19 - Other Leaves or Absences

- A. In situations where an employee needs a leave of absence for reasons other than provided for in this contract, the Board may, on the recommendation of the principal and/or Superintendent, grant employees leaves of absence. Compensation, reimbursement of expenses, duration of leave or other items shall be determined by the Board. Unpaid leave must be requested and approved at least one (1) week in advance.
- B. An employee may be granted an unpaid leave of absence by action of the Board for not more than one (1) year without loss of his or her place on the schedule. A leave of absence shall guarantee return to the same or similar position previously held. The obligation to return the employee to work shall be null and void if the District has, during the leave period, conducted a layoff that would have resulted in the employee being laid off.
- C. On days of inclement weather when it is not possible to hold school for students in the District, District employees are required to report for duty if road conditions permit. If, in an employee's judgment, road conditions are so hazardous that he/she cannot report for work or will be late, he/she is to notify his/her school office. When weather conditions are so hazardous that none of the employees should report to work, they will be notified by a personal telephone call.
- D. Leave taken under this article that qualifies shall be recorded as part of the employees FMLA/OFLA leave allocation and the employee shall be notified of such.

Article 20 - Just Cause Provision

No employee shall be disciplined or dismissed without just cause. Discipline shall be defined as verbal reprimands, written reprimands, or suspensions without pay. The Board shall grant to all licensed personnel who are faced with dismissal full due process rights prior to any final Board action.

Article 21 - Reduction in Force/Recall

- A. A seniority list will be developed each year and delivered to the president of the Association when newly hired employees begin work on the same day. They shall draw for seniority on the first contract day in the year they begin work. The determination of the necessity for a reduction in force is at the discretion of the Board. When a formal decision to reduce the teaching force has been made, the Association will be given written notification as soon as practicable (under normal circumstances, within two (2) calendar weeks). Such notice will indicate which positions and/or programs may be affected and any proposed time schedule for the reduction.
- B. When the Board has identified the programs and/or classes to be eliminated or reduced, and such a reduction results in a layoff of current employees, those affected shall be considered for retention based on the following:
1. Proper licensure to fill remaining positions; Licensure means the teacher has the proper T.S.P.C license to fill the remaining positions.
 2. Seniority;
 3. Competence; and merit, if the District desires to retain an employee with less seniority than an employee being released. "Competence" is defined as having current licensure and having taught the subject within the last ten (10) years.

Competence and merit shall follow ORS 342.934. If "merit" is used by the District, it must be objective and defensible. The District shall consider the employee's willingness to take additional coursework.

The District shall make every reasonable effort to transfer employees or classes scheduled to be discontinued to other positions for which they are qualified.

- C. Criteria for recall shall be the same as those used for retention when reduction in force occurs.

If within twenty-seven (27) months of the most recent date of release by the District, a vacancy occurs within the District for which the laid off employee is deemed to be qualified and properly licensed by the District, the recall procedure outlined below should be followed:

1. At the time of layoff, laid-off employees shall have the opportunity to express in writing a desire to return to the District. The employee also shall leave with the District an address for recall notification. In the event of a recall, the District shall notify the employee of the available position by certified mail, return receipt, sent to the last address given by the employee to the District office.

The employee will then have fourteen (14) calendar days from the mailing of such notice to notify the District of his/her intent to return to District employment within 45 days or the date established by the District in such notice. Failure of the employee to respond within the fourteen (14) calendar days herein specified shall terminate such employee's employment as a voluntary resignation.

2. An employee's recall rights shall end as of the date twenty-seven (27) months after the employee's date of release by the District or upon the employee's rejection of a position offered by the District, whichever comes first. The end of an employee's recall rights will be deemed to constitute a voluntary resignation, in good standing, from District employment.
 3. Employee seniority rights to which an employee was entitled at the time of layoff will be restored upon recall to employment.
 4. The District shall provide to laid-off teacher's insurance benefits as provided in this Agreement for 90 days after earned benefits if the layoff occurs at the end of the school year and 180 days if the layoff occurs during the school year, or less, if they are eligible for the benefits from another position.
 5. For purposes of this article a vacancy is defined as: a position that the District has decided to fill, that is not currently being filled by an incumbent, once the District has finished assigning and transferring current employees.
- D. The employment relations between the employees and the District shall continue during the period of any school closure due to lack of funds or for other reasons not covered by the provisions of this article. During such a school closure, the District acknowledges that the employees are temporarily laid-off rather than dismissed or nonrenewed during the period of any school closure, and agrees to recall, pursuant to the layoff and recall paragraph, employees to duty upon resumption of operation, except for programs and personnel terminated by the Board during closure. For programs and personnel terminated during closure, the District shall reduce staff in accordance with Section A, above. The parties agree that no salary or benefits will accrue, except for the insurance obligation in Section C. 4, above, during the period that the school is closed.

Article 22 - Personal and Academic Freedom

- A. **Personal Life:** The personal life of an employee is not an appropriate concern for attention of the Board so long as it does not interfere with statutes and regulations considered the responsibility of the Board by ORS Chapter 342.
- B. **Citizenship:** Religious or political activities of any employee or the Jack thereof shall not be grounds for any discipline or discrimination with respect to the professional employment of such employee, providing said activities do not violate any local, state or federal law.
- C. **Grade Changes:** No grade or evaluation of a student shall be changed without consultation with the employee whose duty it is to grade or evaluate that particular student. If a grade is changed, the employee will be notified. If the employee desires, he/she may appeal the decision of the administration to the Board for review. The employee will supply evidence to support the grade given when discussing the grade with the administrator and/or Board. If the employee disagrees with the decision of the Board, he/she may place in his/her personnel file a statement concerning the grade. Any grade that is changed by this process must be changed before the end of the next grading period following the giving of the grade in question, unless an error is discovered. Should an administrator or the Board decide to change a grade, the person or persons making the change shall indicate on the student's transcript the grade was changed and the name of the person who changed the grade.
- D. The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the District and acknowledge the fundamental need to protect employees from any censorship or restraint which might interfere with their teaching functions. The Board and Association also agree that academic freedom shall be in conformance with District policies and procedures and shall not preclude Oregon state standards for minimum competencies, essential learning skills and/or other academic standards, nor shall it preclude locally adopted courses of study or District requirements. Therefore, academic freedom has to be within the following parameters:

Controversial Material: Employees shall be guaranteed freedom in classroom presentations and discussions and may introduce controversial material, provided that the material is relevant to the course content, is age appropriate, is not deemed disruptive to the educational process by the administration and complies with District policies and procedures.

Personal Opinion: In performing their teaching function, employees shall be guaranteed freedom in expressing their personal opinions on all matters relevant to the course content provided, however, that when they do so they shall indicate that they are speaking personally and not on behalf of the school, its administration or the District.

Article 23 - Complaint Procedure

- A. When a written complaint regarding the performance of an employee is made to an administrator, or to a Board member, it shall be forwarded to the building principal. The substance of the complaint shall be discussed with the employee within ten (10) working days.

If either of the parties is unavailable, the ten (10) working days shall begin upon the availability of both parties.

- B. During the discussion of the complaint, the employee will be presented with the complaint in writing signed by the administrator or complainant. The written complaint shall include the name of the person(s) making the complaint and all other available information including the nature of the complaint, and the requested remedy, if any.
- C. The employee shall have the right to representation in all discussions with the administrator, pursuant to this article.
- D. This procedure will not be applicable when superseded by state and/or federal law.
- E. This article does not restrict the District's independent right to conduct investigations into employee conduct and ultimately take whatever action it deems appropriate.

Article 24 - Grievance Procedure

A. Definitions:

1. **Grievance:** A “grievance” is a claim by an employee or a group of employees belonging to the bargaining unit based upon an alleged violation of this Agreement or Board policies relating to an employee’s terms and conditions of employment. The Association also has the right to file a grievance.
2. “Grievant” is the person or persons alleged the violations of this contract.
3. “Party in Interest” is either the person or persons alleging the violation or the individuals required contractually to process grievances on behalf of the District and their respective representatives.
4. “Consultant/Representative” is the one who advises either party in interest or speaks on behalf of a party in interest.
5. “Immediate Supervisor” is the one who has direct administrative or supervisory responsibilities over the grievant.
6. “Days” as used in this article shall, except where otherwise indicated, mean the employees’ working days. In situations where a grievance is filed toward the end of the school year or during the summer involving staffing levels, assignments, and/or layoff/recall the grievance procedure shall be expedited so that a resolution will be reached prior to the start of the next school year.

B. Purpose:

1. The purpose of this procedure is to provide a dispute resolution procedure for grievances arising under this Agreement or Board policies relating to an employee’s terms and conditions of employment.
2. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally and confidentially with any appropriate employee of the administration, and to have the grievance adjusted without the intervention by the Association, provided that the adjustment is consistent with the terms of this Agreement and that the Association has been given an opportunity to be present at such adjustment and to state its views.

C. Procedure:

1. **Time Limit:** Grievances not initiated or appealed within the time limits as specified herein shall be considered waived and resolved with prejudice. The time limits specified herein may be extended by mutual agreement.
2. Grievances will be processed in the following manner and within the stated time limits.

Step 1: A grievant employee shall promptly attempt to resolve the grievance informally between the employee and his/her principal or immediate supervisor. If the grievance is not resolved informally, it shall be reduced to writing by the employee

who shall submit it to the principal or immediate supervisor. The employee must submit his/her grievance to the principal in writing in accordance with Step 1 within fifteen (15) contract days after the facts upon which the grievance is based first occurred or reasonably could have become known to the employee. The grievant employee may be accompanied by one (1) other member of the bargaining unit when presenting the written grievance. The principal will reply in writing to the employee with a copy to the Association within five (5) contract days after receipt of the written grievance.

Step 2: If the grievance is not settled in Step 1 and the employee wishes to appeal the grievance to Step 2, the employee may file the grievance in writing to the superintendent within ten (10) contract days after receipt of the principal's written answer. The written grievance shall give a clear and concise statement of the alleged grievance including the fact upon which the grievance is based, the issues involved, the Agreement provisions involved and the relief sought. The superintendent or his/her representative shall arrange for necessary discussions and give a written answer to the employee with a copy to the Association no later than ten (10) contract days after receipt of the written grievance.

Step 3: School Board. If the grievant person is not satisfied with the decision of the superintendent, the grievance may be presented to the Board by filing all correspondence presented or received at prior steps with the clerk of the Board within ten (10) contract days after the decision at Step 2 was received. Within ten (10) days of receiving the request for a Board level hearing, the parties will schedule the date for a Board level hearing. The Board level hearing must occur within thirty (30) days of the ending of the ten (10) day scheduling period. The Board will issue their decision no later than ten (10) days following the end of the thirty (30) day period.

If a grievance filed under this article involves Board policies as defined in Section A the Board's decision will be final and binding on the parties and will not be subject to appeal via arbitration or any other administrative proceeding.

Step 4: Grievances not settled in Step 3 of the grievance procedure may be appealed by the Association to arbitration provided written notice of the request for arbitration is made to the superintendent within ten (10) contract days of receipt of the Board's decision.

When a timely request has been made for arbitration, the parties to this Agreement or their designated representatives shall attempt to select an impartial arbitrator. Failing to do so, the Association shall, within fourteen (14) calendar days of the appeal, request a list of arbitrators from the Employment Relations Board. The rules of the American Arbitration Association shall govern the conduct of the hearing.

A decision of the arbitrator shall be within the scope of his/her authority and shall neither add to nor subtract from the terms of the Agreement. This decision will be binding on both parties.

- D. Each party shall bear all costs of producing his/her own witnesses, preparation of exhibits and other materials including the production of a record or a transcript of the proceeding unless such a record or transcript is desired by both parties. The fee and expenses of the arbitrator and the cost of the hearing room shall be shared equally by the parties.

E. **Rights of Teachers of Representation**

1. **Employee and Association:** Any grievant person may be represented at all formal stages of the grievance procedure by himself/herself or at his/her option, by a representative selected or approved by the individual. The individual's representative shall have the right to be present and to represent the grievant at all stages of the grievance procedure.
2. **Reprisals:** No reprisals of any kind shall be taken by the Board or by any member of the administration against any representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.

F. **Miscellaneous**

1. A formal grievance shall clearly state the alleged facts upon which it is based, the specific provisions of the Agreement alleged to have been violated and the specific relief requested.
2. If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate superior, the aggrieved person will submit such grievance in writing to the superintendent directly and the processing of such grievance will be commenced at Step 2.
3. **Written Decision:** Formal decisions rendered at Step 1 which are unsatisfactory to the grievant person and all decisions rendered at other levels of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to the grievant and to the Association.
4. **Forms:** Forms for filing grievances shall be prepared jointly by the superintendent and the Association.
5. **Meetings and Hearings:** Meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this article, unless a public meeting is specifically requested in writing by the grievant. All meetings and hearings under this procedure shall comply with Oregon Public Meetings laws when applicable.
6. Personnel files may be inspected as provided in ORS 342.850(7). Confidential letters of reference secured from sources outside the school district may be excluded from the materials available for the employee's inspection.
7. All materials, documents and forms concerning a grievance shall be stored in a file separate from the personnel file. However, copies of materials from the personnel file may exist as exhibits in the grievance file.

Article 25 - Tuition Reimbursement

- A. A total of \$13,500 will be budgeted annually for reimbursing employees for school educational and professional development expenses. When an employee applies for reimbursement for tuition expenses, each employee attending school will receive a reimbursement of \$1500 for each three (3) units taken with a maximum reimbursement of \$3000 per employee. If an employee accesses this fund for reimbursement of educational registration fees besides tuition reimbursement, the maximum reimbursement to be used for registration fees shall be \$500. If more than five (5) request tuition reimbursement, the monies will be shared equally. Tuition reimbursement must be approved by the District in advance. Only lack of relevance to the employee's teaching assignment, employee has already received the maximum reimbursement or exhaustion of the budget, shall be reasons for denial of a reimbursement request.

Monies not committed for individual tuition reimbursement by December 15 shall be made available to use for professional development at the discretion of the District. Denial for tri-state area travel shall be limited to lack of funds or lack of relationship to current or future assignment. Other out-of-state course registration/tuition may be approved without travel expenses. Courses approved prior to July 1, which will be taken during the summer hiatus will be allocated from the upcoming fiscal year. Employees will only be reimbursed for actual out of pocket cost for qualifying tuition or registration fees.

- B. Monies in the fund not used for tuition or professional development reimbursement shall be allotted toward the payment of such continuing education classes as approved by the superintendent. This includes up to two (2) paid leave days for on-site testing for an enhanced license and/or presentation of a masters thesis/doctoral dissertation that necessitate travel
- C. Employees new to the District will be reimbursed only for course work taken after the date they actually begin work.
- D. The District requires that an employee possess knowledge within his/her area of specialization and be able to show evidence of having an awareness of current developments in his/her field. To this end, the employee will strive to improve himself/herself by keeping informed of new developments in the art of teaching and in the area for which he/she is responsible. Employees may apply for reimbursement of expenses accordingly. The District shall budget no less than \$2000 annually. These funds may be used for attendance at workshops and other professional development opportunities. In order to be eligible for reimbursement for professional development expenses, the course, workshop or activity must be approved by the District in advance. Employees will only be reimbursed for actual out of pocket expenses and qualifying tuition or registration fees.
- E. The employee may be required to obtain additional training upon the request of the District. When the District requires additional training, it shall reimburse all costs required by the training entity.
1. District will reimburse the employee mileage at the IRS rate. See policy DLC and DLC-AR.
 2. The District will reimburse the employee for the actual cost of meals, not to exceed \$10.00 for breakfast, \$15.00 for lunch and \$20.00 for dinner, or \$45.00 per day. In situations where the training and travel take less than a full day, the daily meal allotment shall be prorated based on the percentage of the day

that the employee is out of the District. In addition, in situations where meals are included in the registration costs paid by the District there will be no additional reimbursement for those meals.

3. If the District requires training, and the training is outside of the workday, the District shall compensate the employee on an hour per hour basis, one (1) hour of compensatory time for each hour worked.
4. The District shall reimburse the employee for lodging when necessary at \$110.00 per night or actual cost, whichever is less. When a conference is scheduled at a hotel, the actual cost of the hotel will be paid by the District or reimbursed to the employee. The employee must obtain prior approval in order to be eligible for reimbursement for lodging expenses.

Article 26 - Insurance

A.

1. For the 2022-2023 contract year, the District shall use a tiered rate contribution structure. The monthly contribution cap will be established based on the equivalent to coverage of OEBC Medical Plan 2 or equivalent, Vision Plan Opal or equivalent, and Dental Plan 1 for employee only (\$774.17). The District shall contribute \$1,658.42 (5% increase) for employee and spouse, \$1,475.66 (5% increase) for employee and children and \$2,326.99 (5% increase) for full family. Employees who exceed the cap will be responsible for the difference. 2022-23 cap increases to become effective the payroll after contract ratification.

For the 2023-24 contract year, the District shall use a tiered rate contribution structure. The District monthly contribution caps will be increased by 3% and are as follows:

Employee Only: \$797.40
Employee & Spouse: \$1,708.17
Employee & Children: \$1,519.93
Family: \$2,396.80

Employees who exceed the cap will be responsible for the difference.

For the 2024-25 contract year, the District shall use a tiered rate contribution structure. The District monthly contribution caps will be increased by 3% and are as follows:

Employee Only: \$821.32
Employee & Spouse: \$1,759.42
Employee & Children: \$1,565.53
Family: \$2,468.70

Employees who exceed the cap will be responsible for the difference.

2. Employees covered under other health care and who waive health insurance coverage may select any OEBC dental and vision plan. Employees who exceed the cap will be responsible for the difference.
3. The District shall provide a 125 Plan.

- B. For any employee who selects a medical plan with a qualifying Health Savings Account (HSA), the District will contribute the difference between the District's monthly insurance cap and the monthly costs of any medical, dental and vision premiums, if any, into the associated HSA on a monthly basis. In no case shall the District be required to contribute more than the maximum allowable by law into an HSA, make any cash in lieu payments, nor contribute any amount in excess of the current monthly District insurance cap (or pro-rated cap).
- C. The District will provide a monthly premium for the purpose of \$50,000 accident insurance for the employee only.
- D. Part-time bargaining unit members who work less than full time will have a pro-rata amount of their insurance premium paid by the District.

Article 27 - Retirement

- A. Employees hired as of July 1, 2000 may participate in a 403(b) plan with the District matching contributions in the employer's name at the following rates:

- Employees with 20 years or more in PERS: up to \$50 per month
- Employees with 15 to 20 years in PERS: up to \$35 per month
- Employees with 10 to 15 years in PERS: up to \$25 per month
- Employees who are off probation but have less than 10 years in PERS: up to \$20 per month

Beginning with employees hired for the 2001-02 school year, the District will match the contribution of employees off probation for up to \$20 per month.

The plan will operate within the parameters of Section 403(b) of the Internal Revenue Code. The IRS rules and regulations governing 403(b) contributions will supersede any contractual obligations of the parties.

- B. Retirees may continue insurance with the group after retirement by paying the required premium monthly to the District until Medicare is available.

Article 28 - Maintenance of Classroom Control and Discipline

- A. Each school will have clear discipline expectations and consequences for student behavior.
- B. It is the responsibility of the principal and staff members to maintain discipline and a climate for good instruction in the schools. It is the bargaining unit member's responsibility to deal justly and consistently with each student in accordance with the District/building policy.
- C. **Behavior Team**
 - 1. Each level (elementary, middle, and high school) shall maintain a behavior team. The team shall consist of a building administrator, three Association appointed teachers, and any other building staff the team deems appropriate. This committee will meet to review behavior data at least once per quarter, but not more than once per month.
 - 2. This team will discuss behavior data, develop a framework for interventions, accountability, and behavior support.
- D. Any case of verbal threats of assault or actual assault upon an employee shall be promptly reported to the District or its designated representative. The District will render reasonable assistance to the employee in connection with law enforcement and judicial authorities.
- E. The District will identify a chain of command for when the administrator is going to be out of the building for more than one (1) hour. If necessary, the employee may contact the office to determine the individual on duty. Any employee asked to serve as administrator on duty has the right to refuse such a request.

Article 29 - Strikes and Lockouts

- A. As used herein, the word “strike” shall mean: a refusal by a member of the bargaining unit, in concert with another person or member, to report for duty or his/her willful absence in whole or in part from the full, faithful or proper performance of his/her duties of employment.
- B. During the term of this Agreement, the Association and its members, as individuals or as a group, will not initiate, cause, permit, participate or join in any strike, work stoppage, slowdown, picketing or any other restriction of work against the District. Disciplinary action, including discharge, may be taken by the District against any employee or employees engaged in a violation of this article. Such disciplinary action may be undertaken at the option of the District and shall not preclude or restrict recourse to other remedies, including any action for damages, which may be available to the District.

This article is not intended to prevent the employee from participating in legal informational picketing activities outside of his/her workday.

- C. There will be no lockout of employees in the unit by the District as a consequence of any dispute arising during the period of this Agreement.
- D. Under no circumstances shall any employee engage in a strike upon any issue or controversy to which the grievance arbitration or complaint procedures herein would apply.

Article 30 - Job Sharing

- A. Job sharing shall refer to two-unit members sharing one full-time position.
- B. Licensed teachers who desire to job share must apply in writing to the District superintendent and building principal by March 15.
- C. Individuals who share positions who wish to return to full-time teaching would have the same rights as full-time staff members in requesting transfers, but are not guaranteed the position of their choice or a full-time position if there is no vacancy.
- D. All job-sharing workers will share the pay and fringe benefits (medical, dental, vision, & AD&D) and leaves of shared position in a prorated amount unless otherwise agreed to by the District and the parties affected.
- E. All job sharers must attend in-service and parent conference days at their contractual FTE. The building administrator can also require job sharers to attend staff meetings with at least twenty- four (24) hour notice.
- F. If the building administrator or his/her designee directs one partner of a job share to cover the other's teaching duties, the employee will be paid at the substitute rate.

Article 31 - Labor Management Committee

The Superintendent and Association representatives may meet during the school year as a means of establishing ongoing communications and sharing of mutual concerns and interests.

The Superintendent and Association representatives shall establish a meeting schedule on an annual basis. Meetings will be the first early release day of the month but may be rescheduled dependent upon the decision between the parties. The Labor Management Committee shall consist of two (2) Association appointed members from each school.

Scheduled meetings will be for the purpose of discussing any or all of the following:

1. Ongoing labor-management issues
2. District procedures
3. Unresolved issues from individual worksites
4. Working conditions
5. School improvement
6. Professional learning opportunities

It is expressly understood by the parties that the committee shall have no authority to negotiate terms and conditions of employment, or modify or amend any provisions of this Agreement, nor shall it have authority to adjust grievances.

Article 32 - Contract Terms

- A. Policies affecting mandatory subjects of bargaining shall not be altered without notice to the Association and compliance with any statutory bargaining obligations.
- B. No loss of compensation by any employee shall occur as a result of this Agreement unless specifically provided in this Agreement.
- C. If any provision of this Agreement is held to be invalid by operation of law or by any tribunal or 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 request of either the Board or the Association the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.
- D.
 - 1. If the District closes its schools because of a lack of funds, no employee of the bargaining unit shall be entitled to any salary or fringe benefits provided in this Agreement while the schools are closed.
 - 2. This Agreement does not guarantee any level of employment.
- E. Any individual contract between the Board and an individual employee heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement during its duration. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling.
- F. Copies of this Agreement shall be reproduced at the expense of the Board after agreement with the Association within thirty (30) days after this Agreement is signed.

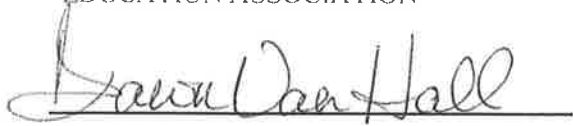
Article 33 - Term of Agreement

- A. This Agreement shall be effective upon ratification and shall be binding upon the Board, the Association and their members and shall remain in full force and effect through June 30, 2025.
- B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Board's direction and control.
- C. This Agreement shall automatically be renewed from year to year and shall be binding for additional periods of one (1) year unless either the Board or the Association gives written notice to the other not later than six (6) months prior to the aforementioned expiration date of the Agreement of its desire to modify the Agreement for a successive term or to terminate the Agreement.
- D. Two (2) copies of this Agreement shall be prepared for signature by negotiators to indicate areas agreed upon within thirty (30) days of the final agreement.
- E. This Agreement constitutes the sole and entire agreement between the parties and supersedes all prior practices of the component districts. This Agreement shall not be modified in whole or in part by the parties, except by an instrument, in writing, duly executed by both parties.

Article 34 - Execution/Signatures

Executed this 24th day of January, 2023 at Gold Beach, Oregon, by the undersigned officers by the authority and on behalf of the Central Curry School District No. 1 and the Central Curry Education Association.

FOR THE CENTRAL CURRY
EDUCATION ASSOCIATION




President Date

FOR THE CENTRAL CURRY SCHOOL
DISTRICT 1



Chairman Date



Superintendent-Clerk Date

Appendix A-1:
Licensed Salary Schedule: 2022-2023

Step	BA	BA+15	BA+30	BA+45	BA+60 / MA	MA+15
1	42,331	43,897	45,463	47,030	48,681	50,374
2	43,813	45,379	46,945	48,511	50,162	51,982
3	45,294	46,860	48,427	49,993	51,644	53,591
4	46,776	48,342	49,908	51,474	53,125	55,200
5	48,257	49,824	51,390	52,956	54,607	56,808
6	49,739	51,305	52,871	54,438	56,089	58,417
7	51,221	52,787	54,353	55,919	57,570	60,025
8		54,268	55,835	57,401	59,052	61,634
9		55,750	57,316	58,882	60,533	63,243
10		57,232	58,798	60,364	62,015	64,851
11			60,279	61,846	63,497	66,460
12				63,327	64,978	68,068
13				64,809	66,460	69,677
14				66,290	67,941	71,285
15				67,772	69,423	72,894
16				69,254	70,904	74,503

Appendix A-2:
Licensed Salary Schedule: 2023-2024

Step	BA	BA+15	BA+30	BA+45	BA+60 / MA	MA+15
1	44,024	45,653	47,282	48,911	50,628	52,389
2	45,565	47,194	48,823	50,452	52,168	54,061
3	47,106	48,735	50,363	51,992	53,709	55,734
4	48,647	50,275	51,904	53,533	55,250	57,407
5	50,187	51,816	53,445	55,074	56,791	59,080
6	51,728	53,357	54,986	56,615	58,332	60,753
7	53,269	54,898	56,527	58,156	59,873	62,426
8		56,439	58,068	59,697	61,413	64,099
9		57,980	59,608	61,237	62,954	65,772
10		59,520	61,149	62,778	64,495	67,445
11			62,690	64,319	66,036	69,118
12				65,860	67,577	70,791
13				67,401	69,118	72,464
14				68,942	70,659	74,136
15				70,482	72,199	75,809
16				72,023	73,740	77,482

Appendix A-3:
Licensed Salary Schedule: 2024-2025

Step	BA	BA+15	BA+30	BA+45	BA+60 / MA	MA+15
1	45,785	47,479	49,173	50,867	52,653	54,484
2	47,387	49,082	50,776	52,470	54,255	56,224
3	48,990	50,684	52,378	54,072	55,858	57,964
4	50,592	52,286	53,981	55,675	57,460	59,704
5	52,195	53,889	55,583	57,277	59,063	61,443
6	53,797	55,491	57,185	58,880	60,665	63,183
7	55,400	57,094	58,788	60,482	62,268	64,923
8		58,696	60,390	62,084	63,870	66,663
9		60,299	61,993	63,687	65,473	68,403
10		61,901	63,595	65,289	67,075	70,143
11			65,198	66,892	68,678	71,882
12				68,494	70,280	73,622
13				70,097	71,882	75,362
14				71,699	73,485	77,102
15				73,302	75,087	78,842
16				74,904	76,690	80,582

Appendix B

Salary Schedule Index

Step	BA	BA+15	BA+30	BA+45	BA+60 / MA	MA+15
1	1.000	1.037	1.074	1.111	1.150	1.190
2	1.035	1.072	1.109	1.146	1.185	1.228
3	1.070	1.107	1.144	1.181	1.220	1.266
4	1.105	1.142	1.179	1.216	1.255	1.304
5	1.140	1.177	1.214	1.251	1.290	1.342
6	1.175	1.212	1.249	1.286	1.325	1.380
7	1.210	1.247	1.284	1.321	1.360	1.418
8		1.282	1.319	1.356	1.395	1.456
9		1.317	1.354	1.391	1.430	1.494
10		1.352	1.389	1.426	1.465	1.532
11			1.424	1.461	1.500	1.570
12				1.496	1.535	1.608
13				1.531	1.570	1.646
14				1.566	1.605	1.684
15				1.601	1.640	1.722
16				1.636	1.675	1.760

Appendix C-1:
2022-2023 Extra-Duty Schedule
 (7% increase. No steps granted.)

	1	2	3	4	5	6	7	8	9
A	3836	3984	4133	4279	4424	4573	4722	4869	5016
B	3246	3393	3542	3689	3836	3984	4133	4279	4424
C	2360	2509	2655	2802	2947	3100	3246	3393	3542
D	2063	2214	2360	2509	2655	2802	2947	3100	3246
E	1771	1917	2063	2214	2360	2509	2655	2802	2947
F	1474	1623	1771	1917	2063	2214	2360	2509	2655
G	1170	1316	1462	1608	1754	1900	2046	2192	2338
H	584	731	877	1023	1170	1316	1462	1608	1754

Appendix C-2:
2023-2024 Extra-Duty Schedule
(4% increase. Steps granted.)

	1	2	3	4	5	6	7	8	9
A	3989	4143	4298	4450	4601	4756	4911	5064	5217
B	3376	3529	3684	3837	3989	4143	4298	4450	4601
C	2454	2609	2761	2914	3065	3224	3376	3529	3684
D	2146	2303	2454	2609	2761	2914	3065	3224	3376
E	1842	1994	2146	2303	2454	2609	2761	2914	3065
F	1533	1688	1842	1994	2146	2303	2454	2609	2761
G	1217	1369	1520	1672	1824	1976	2128	2280	2432
H	607	760	912	1064	1217	1369	1520	1672	1824

Appendix C-3:
2024-2025 Extra-Duty Schedule
(4% increase. Steps granted.)

	1	2	3	4	5	6	7	8	9
A	4149	4309	4470	4628	4785	4946	5107	5266	5425
B	3511	3670	3831	3990	4149	4309	4470	4628	4785
C	2553	2714	2872	3031	3187	3353	3511	3670	3831
D	2231	2395	2553	2714	2872	3031	3187	3353	3511
E	1916	2073	2231	2395	2553	2714	2872	3031	3187
F	1594	1755	1916	2073	2231	2395	2553	2714	2872
G	1265	1423	1581	1739	1897	2055	2213	2371	2529
H	632	791	949	1106	1265	1423	1581	1739	1897

Appendix C-4:
Extra Duty Assignment Schedule 2022-25

A	B	C	D	E	F	G
Athletic Director	Head Football	Head Cross Country	Asst. Football	Asst. Girls Track	School Paper Advisor	Athletic Coordinator
	Head Boys Basketball	Head Boys Track	Asst. Boys Basketball	Asst. Boys Track	Lunch Hall Duty	
	Head Girls Basketball	Head Girls Track	Asst. Girls Basketball	Asst. Baseball	Asst. Junior Class Advisor	
	Head Wrestling	Marching & Pep Band	Asst. Wrestling	Asst. Cross Country	Intramurals Director	
	Head Volleyball	Yearbook Advisor	Asst. Volleyball	Home Ec Club Advisor	Industrial Arts	
	Head Baseball	Science Club Advisor	Asst. Science Club Advisor	Head Girls Golf	Mathletes	
	Head Girls Softball	Head Soccer	Audiovisual Director	Head Boys Golf	OSSOM	
	Testing Coordinator	Student Council Adv.	Lunch Supervisor	Jr. High Varsity Coaches	TAG Coordinator	
			Junior Class Advisor	Webmaster	Jr. High Noon Playground Supv	
			Rally Squad Advisor		ZAP Club Advisor	
			Girls Pep League Advisor		Jr. High Music Activities Dir.	
			Drama/Forensics Advisor		Jr. High Student Council Advisor	
					Knowledge Bowl	