

SPECIAL BOARD MEETING

PHILOMATH SCHOOL DISTRICT 17J
District Office
1620 Applegate Street, Philomath

9/7/2023 04:30 PM

A. SPECIAL BOARD MEETING ~ 4:30 p.m.

1. **Call to Order: Chairperson**
    i. **Board Dinner**

B. ACTION ITEMS ~

1. **Approve 2023-2025 Certified Bargaining Agreement**

    Proposed 23-25 CBA.pdf (p. 4)

    Appendices for 23-25 proposed CBA.pdf (p. 51)

2. **Consent Agenda**

    Consent Agenda (p. 57)

C. OSBA BOARD TRAINING

D. BOARD PLANNING ~

1. **Board Planning Documents**

    Board Calendar
    Board Goals
    Board Roles and Responsibilities
    Board Operating Agreement

2. **Engagement and Communication**
3. **Meeting Protocols**
4. **Upcoming Events**

    KVCS Board & PSD Board Meeting
    OSBA Annual Convention - November 9-11
    September 21 Regular Board Meeting
    a. Long Term Facility Planning
    b. Communicable Disease Management Plan

E. MEETING CLOSURE ~

1. **Adjournment**

F. IMPORTANT DATES

Sep 21	7:00 PM	Regular Board Meeting
Nov 9-11		OSBA Annual Convention

Philomath School District No. 17J

and

Philomath Education Association

July 1, 2023 – June 30, 2025

Agreement

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Preamble

This Agreement covers the time period of July 1, 2023 through June 30, 2025. This Agreement shall be binding upon the Philomath School District Board and the Philomath Education Association from July 1, 2023 and shall remain in full force and effect through June 30, 2025.

Signed this _____ day of _____, 2023 at Philomath by the undersigned officers by the authority of and on behalf of the Philomath Board of Education and the Philomath Education Association.

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For the Association	For the District
_____	_____
Nicole Stueve, PEA Bargaining Chair	Susan Halliday, PSD Superintendent
_____	_____
Date	Date
_____	_____
Dave Dunham, PEA Co-President	Rick Wells, PSD Board Chair
_____	_____
Date	Date

Article 1 – Status of Agreement

A. The Board of Directors of the Philomath School District recognizes the obligation to enter into negotiations with the Philomath Education Association with respect to hours, wages, and terms and conditions of employment, pursuant to ORS 243.650 to 243.732.

B. The Board of Directors of the Philomath School District recognizes the Philomath Education Association as the exclusive representative for the purpose of collective bargaining for all full-time and part-time licensed employees. Excluded from the unit are all administrative, supervisory, classified, confidential, and substitute employees.

C. Definitions:
   1. A "calendar day" is the period of elapsed time that begins at midnight and ends 24 hours later at the next midnight; successive days within standard calendar.
   2. A "school day" is a day in which school is in session for students.
   3. A 'work day" is a day in which staff member(s) are working as per calendar agreement.

Article 2 – Management Rights

A. The District, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and invested in it by the laws and the Constitution of the State of Oregon. Such powers, rights, authority, duties and responsibilities shall include but are not limited to:

   1. The executive management and administrative control of the school system and its properties and facilities; and

   2. The hiring of all employees and, subject to the provision of law and this Agreement, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion and te promotion and transfer of all such employees;

   3. Continue its rights and past practice of assignments and direction of work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all to foregoing, but not in conflict with the specific provisions of this Agreement and the rights to establish, modify or change any work or business hours or days;

4. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees (extra duties not within the scope of the teacher' s job description shall be assigned on a voluntary basis), determine the size of the work force and to lay off employees;

5. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules, and standards of operation, the means, methods and processes of carrying on the work including automation thereof or changes therein, the institution of new and/ or improved methods or changes therein;

6. Adopt reasonable rules and regulations;

7. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;

8. Determine the placement of operations, production, services, maintenance or distribution of work and the source of materials and supplies;

9. Determine the financial policies and accounting procedures as required by law;

10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the employer shall not abridge any rights from employees as specifically provided for in this Agreement.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices shall be limited only by the specific terms of this Agreement and then only to the extent that such specific terms are in conformance with the Constitution and the laws of the State of Oregon.

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Article 3 – Nondiscrimination

The Association and the District agree that they shall not discriminate against any employee covered by this Agreement because of age, race, religion, gender, disability, national origin, marital status, sexual orientation, economic status or location of residence.

Article 4 – Grievance Procedure

A. Definitions:

1. A "grievance" is a claim by an employee, a group of employees, or the Association based on the interpretation, meaning or application of any of the provisions of this Agreement or Board policy. Board policy grievances may only be grieved to the Board level and are not subject to arbitration.

2. A "grievant" is the person, persons, or the Association making the claim.

3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

4. An "immediate supervisor" is the one who has direct responsibility over the matter grieved.

B. Purpose:

1. The purpose of this procedure is to secure at the lowest possible administrative level equitable solutions to grievances, which may from time to time arise. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss that matter Informally with any appropriate member of the administration, and having the grievance adjusted without the intervention of the employee organization, provided the adjustment is consistent with the terms of the Agreement and the employee's organization has been given the opportunity to be present at such adjustments.

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C. Procedure:

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

In the event a grievance is filed on or after June 1, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limit set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon as practicable.

All references to deadlines in Section C shall refer to calendar days. However, those calendar days during winter and spring breaks shall not be included in the count of number of days.

1. Level One:
   An employee with a grievance shall first discuss it with his/her principal or immediate supervisor, either directly or through a representative, with the object of resolving the matter informally. If the matter is not resolved informally, said grievance will be reduced to writing and delivered to the principal or immediate supervisor within twenty (20) calendar days of the occurrence of the grievance or his/her first knowledge thereof.

2. Level Two:
   If, within ten (10) calendar days, the grievant is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within ten (10) calendar days after presentation of the grievance, he/she may file the grievance in writing with the Superintendent.

   The written grievance statement at Level Two shall contain an explanation of the grievance, the specific provisions of the contract that have been violated, and the requested remedy.

   Within ten (10) calendar days after the receipt of the written grievance by the Superintendent, the Superintendent or his/her designee shall meet with the grievant in an effort to resolve it.

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3. Level Three:
   If the Superintendent's decision is not satisfactory, or if no decision has been rendered within ten (10) calendar days after the meeting and if the grievance involves the interpretation, meaning, and application of this Agreement, the grievance may be referred by the Association to binding arbitration.

   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, they shall within ten (10} calendar days of the request for arbitration, request a list from the Employment Relations Board. As soon as the list has been received, the parties or their designated representatives shall determine, in a manner prescribed by the issuing agency, an arbitrator. The arbitrator shall schedule a hearing and, after hearing such evidence as the parties desire to submit to support or deny the grievance statement, shall render a decision and opinion with the goal of thirty (30) calendar days following the close of the hearing. The arbitrator shall be without power or authority to make any decision or to impose any obligation on the Association or the District which is in violation of the terms of this Agreement. A decision of the arbitrator shall, within the scope of his/her authority, be binding on both parties.

   The costs for the services of the arbitrator, including per diem expenses, if any and his/her travel and subsistence expenses will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

D. Rights of Employees to Representation:

1. No reprisals of any kind shall be taken by either party or by any member of the administration against either party in interest, any representative, or any other participant in the grievance procedure by reason of such participation.

2. Any party in interest may be represented at level One and Two of the grievance procedure by a person of his/her own choosing. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

E. Miscellaneous:

a. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall commence at Level Two.

b. Decisions rendered at levels one, two andthree of the grievance procedure shall be in writing, setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the representatives.

c. All documents, communications and records dealing with the processing of grievances shall be filed separately from the personnel files of the participants.

d. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder shall be pursuant to the grievance; provided, however, that nothing contained herein shall deprive any teacher of any legal right which he/she presently has. If the grievant chooses to pursue his/her claim through the court system, the Employment Relations Board or other outside agency, the grievance procedure cannot be used and any decision rendered under the grievance procedure will become null and void.

e. Pursuant to ORS 342.895 (5), a moratorium shall be placed on grievance timelines while an employee is on a program of assistance for grievances related to evaluation procedures or the program of assistance.
    a. When an event occurs (as prescribed by statute} that causes the moratorium to be lifted, the District will notify the employee and the Association.

    b. The employee/Association will initiate a grievance at Level One within the time limits defined in Section C.1 of this article. For the purpose of such a grievance, the "incident" giving rise to the grievance shall be defined as the employees' receipt of the notice ending the program of assistance.

f. Failure by the grievant to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. Failure by the District to respond to a grievance within the stated timelines at any level shall be deemed a denial of the grievance and permits the grievant to appeal to the next step.

g. In the course of investigating any grievance, representatives of either party in interest who need to contact an employee or student in school will contact the building supervisor of the building being visited and will state the purpose of the visit immediately upon arrival. This contact shall occur during student non-contact time.

h. All parties shall avoid unnecessary interruption of classroom and/or any other school- sponsored activities.

i. All parties shall avoid the unnecessary involvement of students in the grievance procedure.

Article 5 – Complaint Procedure

A. Determination of Merit:

If a complaint against a licensed employee is received by a supervisor, the supervisor will notify the teacher within five (5) working days after receipt of the complaint. The supervisor will encourage the complainant and the licensed employee to discuss the complaint in an effort to mutually resolve the issue informally. If the complaint is not resolved then the supervisor will attempt to resolve the complaint by conducting an informal investigation which may include a discussion of the allegations contained in the complaint with the teacher and other involved parties. A conference with the teacher shall occur if:

1. The supervisor intends to refer the complaint in a subsequent evaluation;

2. The supervisor intends to place a record of such complaint in the teacher's personnel file;

3. In the supervisor's judgment, such complaint is sufficiently relevant to the teacher's performance as to indicate the desirability of a conference.

B. Conference:

If a conference is to occur, it shall be held with the licensed employee within ten (10) working days after the complaint is made to the supervisor. At the conference, the teacher will be presented with the complaint in writing signed by the administrator and complainant. The complainant or the administrator shall present to the teacher all available information, including person(s) making the complaint, nature of the complaint, and the requested remedy, if any. The licensed employee shall have the right to have a representative present at such conference. The teacher shall not engage in any reprisal activities against the complainant(s) or children.

C. Limitation:

Any complaint which is not the subject of a conference shall not be considered in the licensed employee's evaluation and shall not be used against the licensed employee in any subsequent action by the District.

Article 6 – Layoff/ Recall

A. Layoff:

1. Application:
   a. This article shall apply when any bargaining unit employee's position is eliminated or when there is a reduction in FTE of a full-time employee or when there is a reduction in FTE of a part-time employee to less than .5 FTE for reasons not personal to the licensed employee, due to uncertainty of funding, as a result of administrative decision, reorganization or reduction/elimination of courses/programs.

   b. This article is not intended to interfere with the right of the District to discharge, remove, non-renew or non-extend the contract of a licensed employee pursuant to ORS 342.805 through 342.937.

2. Notice:
   a. When considering a reduction in force, the District shall notify the affected licensed employees and the Association within ~~five~~ (5) working days following the decision by the Board of Education. If the layoff is to occur in the same year as the Board's decision, the District will give the Association and the affected licensed employees at least 30-calendar days notice.

   b. Pursuant to ORS 342.934, the District shall make every reasonable effort to transfer licensed employees of courses scheduled for discontinuation to other positions for which they are licensed and qualified at the time of the discontinuation, or combine positions in a manner which allows licensed employees to remain qualified so long as the combined positions meet the curriculum needs of the District.

   c. Following identification of licensed employees affected by a layoff, other licensed employees may apply for a voluntary Leave of Absence without salary but with continued insurance coverage pursuant to Article 18 if the District determines the following conditions are met:

      i. The licensed employees remaining at the site can provide the curriculum planned for the next year;
      ii. The Leave of Absence will result in a "net savings" as calculated below:

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Calculation of "Net Savings" for Layoff Substitution Situations

Total anticipated payroll costs for the licensed employee requesting Layoff Leave of Absence for the entire period of the Layoff Leave of Absence, assuming the licensed employee was not requesting the Layoff Leave of Absence	$ _____
Total anticipated payroll costs for the licensed employee requesting Layoff Leave of Absence for the entire period of the Layoff Leave of Absence, assuming the Layoff Leave of Absence is approved	(minus) - $ _____
Layoff Leave of Absence licensed employee's total adjusted net payroll cost	= $ _____
Total anticipated payroll costs for the Layoff-Deferred licensed employee for the entire period of the Layoff Leave of Absence, assuming the Layoff Leave of Absence is approved	(minus) - $ _____
Net savings (cost) of approving the Layoff Leave of Absence	= $ _____

3. Layoff and Recall:

   In determining licensed employees to be retained when a school district reduces its staff under this section, the District shall first consider what programs or grade levels are to be reduced and then will:

   a. Determine whether licensed employees to be retained hold proper licenses at the time of layoff to fill remaining positions.

   b. Determine seniority of licensed employees to be retained, calculated from the first day of actual licensed service with the District inclusive of approved leaves of absence. Ties will be broken by the drawing of lots;

   c. Determine competence and merit of licensed employees, as detailed below. The only time that this approach would be taken is when a licensed employee on a program of assistance is being considered for layoff and is more senior than the licensed employee being proposed for retention. (If there are no licensed employees on a program of assistance being considered for layoff, a, b, and d will determine layoff order.)

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d. Determine compliance with HB 2001 (2021). Prior to finalizing who will be retained and who may be laid off, the District will ensure compliance with HB 2001. If the District is required by law to retain a less senior licensed employee because of their "cultural or linguistic expertise," the more senior licensed employee will be subject to layoff.

If the District should desire to retain a licensed employee with less seniority than a licensed employee being released, the District shall determine the competence and merit in the following manner.

4. Competence:
   Three points will be given for every year taught in the same grade level as the position for which the District is seeking to retain a licensed employee. Three points will also be given for every year taught in the subject matter as the position for which the District is seeking to retain a licensed employee. These points, along with other factors, will be used to determine which licensed employee has more competence.

5. Merit:
   Merit will be determined by a review of the previous four years of service in the District as measured by licensed employee evaluation and the absence or presence of a program of assistance. Allocate six points for each year (up to four years) of successful evaluations (not placed on a program of assistance) in the last four years. (This is the equivalent to each standard having been met on the standards evaluation.)

   Total all points to determine competence and merit between the two people being considered for layoff that is not based on seniority.

6. Layoff Benefits:
   Licensed employees covered by this article will have the option to continue insurance programs at the group rate, at their own expense, payable monthly in advance, subject to the approval of the insurance carrier.

B. Recall:

1. Recall Rights of Licensed Employees That Have Been Affected by a Reduction in Force:
   a. For a period of thirty-six (36) months from the date of layoff, any employee affected by this article shall have the right of recall to any position created or vacated of like FTE for which they are qualified as defined in ORS 342.934 (8).

   b. A contract licensed employee shall retain his/her contract status held prior to layoff.

c. A returning probationary licensed employee shall have his/her years taught for the District counted for purposes of placement in the salary schedule.

2. Recall Order:
   Employees shall be recalled in inverse order of layoff (last released/ first recalled; first released/ last recalled) subject to the requirements that the employee be licensed.

3. Notice:
   a. Notice of an offer of recall shall be sent by certified mail, return receipt requested to the employee's address officially registered with the District. A licensed employee shall have ten (10) business days from the date the notice of rehire was received, as indicated on the return receipt, to respond, and an additional ten (10) business days to sign a contract.

   b. Refusal by the employee to accept an offer of recall to a particular position of like FTE during the thirty-six (36) month recall period shall negate the employee's right to be offered recall for subsequent positions and will be treated as a voluntary resignation.

   c. If a licensed employee should accept a position in the recall process, that licensed employee will still be considered by the Board for future vacancies.

   d. The District shall simultaneously send a copy of recall offers and responses to the Association.

C. Appeal:
An appeal from a decision on layoff or recall order under this section shall be by arbitration under the Grievance Procedure outlined in CBA (Article 4). The results of the procedure shall be final and binding on the parties. Appeals from multiple layoffs may be considered in a single arbitration. The arbitrator is authorized to reverse the staff reduction decision or the recall decision if made by the District only if the District:

1. Exceeded its jurisdiction;

2. Failed to follow the procedure applicable to the matter before it;

3. Made a finding or order not supported by substantial evidence in the whole record; or

4. Improperly construed the applicable law.

D. Definitions:

Seniority shall be calculated from the first day of actual licensed service with the District inclusive of approved leaves of absence. Ties shall be broken by drawing lots.

Article 7 – Separability

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

Article 8 – Staff Evaluation

A. New employees will receive a copy of the District's evaluation handbook at the beginning of the school year. All employees will receive a new copy of the evaluation handbook whenever substantive changes, as determined by the Evaluation Committee, are made to the handbook. The evaluation handbook shall also be available on the district website.

B. The District shall follow its evaluation handbook in evaluating teachers.

C. Evaluation procedures are intended to insure employee notice of and the opportunity to respond to evaluation reports.

D. Employees shall have timely notice as to the basis for evaluation.

E. After an observation, administrators have the responsibility to provide timely feedback, consisting of the following:
   a. A post-observation conference with the bargaining unit member within ten (10) school days.

   b. A copy of the completed written evaluation provided to the bargaining unit member within thirty (30) days of the conference.

   In the event extenuating circumstances outside the administrator's control cause the timeline to be delayed, the administrator will contact the bargaining unit member directly within the above timelines.

F. Evaluation reports shall be placed in the employee's file only after reasonable notice to the employee.

G. An employee may make a written statement relating to any evaluation, reprimand, charge, action or any matter placed in the personnel file.

H. If a teacher is placed on a program of assistance for improvement, said employee may request an additional evaluation by the current evaluator.

I. Teachers who receive a change-of-status notice shall have the right to a representative of their choice at any conference or meeting regarding their evaluation.

J. Whenever changes to the evaluation procedure are mandated by law, by the interest of the District, or by the mutual interest of the District and the Association, the District and the Association shall collaborate on the creation of those new procedures.

K. The District and the Association shall appoint three representatives each to the standing Evaluation Committee to meet the requirements of subsection J. If the District or the Association intends to change their representatives on the Committee, they shall announce these changes to the parties prior to the start of subsequent school years.

L. Prior to the implementation of any new evaluation procedures, teachers and administrators will be adequately trained on the components of the new procedures.

M. When the evaluation procedure utilizes electronic resources, it is understood that the electronic documents and forms used in these programs shall be considered temporary extensions of the employee personnel file and shall be subject to the same limits on public disclosure as the traditional employee personnel file as long as such information exists.

N. If the District is required to report teacher's summative evaluation scores to a state or federal agency, the District will use a reporting system that does not connect the data to individual teachers, unless specifically required to do so by law. Data collected for state or federal reporting purposes shall not be used for any other purpose other than agency reporting and shall not be published.

O. When evaluation procedures require the use of student learning goals, those student learning goals will be designed by the teacher being evaluated and will be finalized collaboratively with the teacher and the administrator, in addition to any measures that may be required by a state or federal agency such as state standardized assessments.

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Article 9 – Assignments

A. Assignments

1. Returning teachers will be given written notice of their teaching and/or extra-duty assignments for the forthcoming year as soon as reasonably possible prior to June 30.

2. Bargaining unit members shall expect to continue in their assignments unless:
   a. Written reassignment notification is received from the building principal; or

   b. A resignation is submitted by the staff member.

B. License for Conditional Assignment

1. Teachers shall be given the opportunity to indicate in writing their areas of interest and expertise in specific subject matter areas as it relates to potential conditional assignments prior to the end of the school year.
   a. When a teacher is working under a license for conditional assignment, the District shall reimburse the costs of all workshops, conferences or courses taken in that subject area. The administration shall have prior approval of these trainings, but will not deny payment for any prior approved training that will enable the teacher to perform his/her teaching duties in that assignment.

   b. When a teacher is working under a license for conditional assignment at the request of the district, the district shall reimburse the costs of all workshops, conferences, or courses taken in that subject area as well as required materials for the courses. The administration shall have prior approval of these trainings, but will not deny payment for any prior approved training that will enable the teacher to perform his/her teaching duties in that assignment.

2. Courses that the District requires shall be reimbursed. Any courses recommended on a program of assistance for improvement shall be reimbursed.

3. Prior to commencing work utilizing a license for conditional assignment, the teacher shall:
   a. Be given 30 days advance notice.
   b. Be notified of the duration of the assignment.
   c. Be given one week paid time according to Article 12.E (for curriculum preparation if .5 FTE or more is assigned).

4. When a teacher is working under a license for conditional assignment and is required to acquire a new endorsement for the assignment, the teacher will not be removed from the new subject area taught until the new endorsement is achieved or the license for conditional assignment expires.

Article 10 – Association Rights and Privileges

A. Information

Upon request, the Board agrees to provide the Association with information necessary for its functioning as exclusive bargaining representative.

B. Bulletin Boards, Mailboxes, and Email

Bulletin board space, District mailboxes, and email will be made available to the Association in each building for use in communicating with its members. Bargaining unit members may only use email for Association purposes during non-instructional time.

C. Announcements

Building representatives shall be allowed to make brief reports or announcements, typically ten minutes in length, at faculty meetings, so long as prior arrangements are made with the principal.

D. Facilities and Equipment

So long as prior arrangements are made, the Association may use District meeting rooms and equipment may be used for Association business, providing such use does not interfere with normal school operation and the Association pays for any supplies or equipment repair incidental to such use.

The Association will be allowed to visit the classrooms or work areas of the employees in the bargaining unit after notifying the office of the buildings they visit, and at a time when the employee is on non-instructional time and/or off-duty.

E. Board Meeting Agenda

The Superintendent shall provide the PEA President with the Board meeting agenda and accompanying documents, excluding confidential materials prior to Board meetings.

F. Association Leave

The District shall grant up to a cumulative twenty (20) days of Association leave per year to be used by the president or designees, provided the Association reimburses the District the full cost of the substitute teacher's pay.

G. New Hires

The Association President or designee shall receive digital and/or physical copies of all initial employment letters that are delivered to new hires in the bargaining unit. The Association President or designee shall be allotted time during new hire orientation to address new members of the bargaining unit. The District and the Association shall collaborate on the planning and training for new hire orientations.

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Article 11 – Dues/ Payroll

A. Payroll Deductions

The District agrees to deduct from the salaries of bargaining unit members:

1. Dues for PEA, OEA, NEA, United Fund or any other deduction mutually agreed upon by the District and the Association;

2. Health and accident insurance excess, according to Article 18 provisions;

3. Tax-sheltered annuities/403(b)/457(g) accounts mutually agreed upon by the District and the Association;

4. Payments to bank or credit union of the teacher's choosing.

5. All such deductions as required by state and federal laws;

6. The District shall make a reasonable effort to forward deductions within five (5) calendar days.

B. Pay Periods

Licensed staff may individually elect to receive their annual compensation in ten (10) or twelve (12) installments. Unless the District payroll office is notified in writing of the selection of the ten (10) installment option by September 10, the twelve (12) installment option will be deemed to have been selected.

Pay dates will be the last business day of the month. The June, July and August paychecks will be issued the last business day in June.

Licensed staff new to the District shall have the option to take out a one-time, fifty percent (50%) draw of their first installment on September 15 or the 15th of their first month of employment if hired after the beginning of the school year.

Teachers may elect to receive paychecks via direct deposit to the bank or credit union of their choosing.

Article 12 – School Calendar/ Work Year/ Workday

A. School Calendar

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 recommendation.

B. Contract Year

1. The school work year will be 190 contract days except as provided in this article. The contract year will include eleven (11) in-service days. Three (3) in-service days will be scheduled before classes begin in the fall and twelve (12) hours of those three (3) days shall be guaranteed for work in the classroom. Eight (8) of the twelve hours shall be guaranteed full workday and the other four (hours) shall be scheduled in minimum two (2) hour increments. Seven (7) in-service days will be divided among the grading periods for conferences, report cards, and assessing student work. The remaining one (1) day will be scheduled as a workday to meet with students and guardians as specified by the district.

2. The district will schedule a number of early release days to be used for professional development activities. At least nine (9) of these early release days (divided five (5) for team and four (4) for individual) will be provided for professional development in the areas of curriculum development, instructional enhancement, student assessment/student growth goals, or related school improvement activities. The individual or team time is dedicated for personal growth and will not be used for district or building-wide scheduled activities. The remaining days will center on District and school priority-based professional learning.

3. The following holidays are included as part of the contract year: Labor Day, Veterans' Day, Thanksgiving (two (2) days), Martin Luther King, Jr. Day and Memorial Day.

4. When scheduled on the District calendar, licensed employees shall participate in fall and spring conferences with parents. In no case shall the combination of regular work day time and conferences exceed forty (40) hours per week. No staff or other required meetings will be held on these conference days.

C. School Workday

The school workday shall not exceed eight (8) hours. Starting and ending times for teachers shall be set within each building and may vary within the District. Staff members will be provided with a thirty (30) minute duty-free lunch period within each workday. With the approval of the building principal, a staff member may vary his/her starting and ending times.

D. Severe Weather/ Emergency Closures and/or Other Closures Due to Pandemics or Other Mandated Closures

When it becomes necessary to close school due to severe weather, non-weather-related emergencies, hazardous conditions, or other acts of God, teachers will not be required to report for work and will suffer no loss in pay. However, the District reserves the right to make up missed days without additional pay to the teacher. In the event there is a need to schedule a make-up day that is not a student contact day, the superintendent will work in consultation with the Association to schedule the non-contact day.

E. Extended Contracts

All teachers employed beyond the regular 190-day contract will be paid at the rate of 1/190th of the employee's current contracted salary for each day worked.

All teachers working on approved projects after the regular school day or during the summer vacation will be paid at the hourly rate of Column 3, Step 7.

All extended contracts will be issued no later than May 1, or within ten (10) days following the completion of negotiations.

The unit member involved in the planning and implementation of 6th grade Outdoor School will be compensated through an extended contract at the rate of an additional six (6) hours per day for a period of five (5) days at their current contracted salary.

F. Workload

1. Teachers are expected to work with the administration to foster students' progress toward the achievement of statewide benchmarks through the scoring and recording of work samples. The District, however, shall not require teachers to score more work samples than the State of Oregon requires. Unit members would not be expected to do clerical duties related to statewide reform, such as:

   a. Entering data into computers for work sample recordkeeping;

   b. Filing work samples in cumulative folders;

   c. Recording of multiple scores onto a cumulative list;

   Teachers would be responsible for scoring work samples and providing scores by placing the score on the front of the sample.

   The District will assign students as evenly as possible based on individual student needs.

2. IEP meetings shall be scheduled during the workday. In the event, that any IEP meetings start before the beginning of and/or run past the end of the workday, any certified staff who are lawfully required to report or remain present at the meeting shall be compensated at their contractual salary rate rounded to the nearest half-hour.

3. Eight hours of substitute time or extra-duty pay shall be provided each month to special education teachers for the purpose of completing required paperwork. Each qualified individual may make personal choice each month on substitute or extra-duty.

4. No special education teacher or speech language pathologist shall be required to teach an advisory class.

c. A program planning and coordination day will be provided to each special education teacher and speech language pathologist twice per year for the purpose of coordinating service delivery.

6. Licensed staff will be compensated up to one hour of paid preparation time for each full day substitute they are required to use in order to attend mandatory professional development.

G. Reduction of Contract Year

190-day licensed contract year will be included in the adopted budget. In the event of a significant shortfall in projected revenues for the District, The District and Association shall meet to review savings options. In the event a reduction in work year is required, the parties shall memorialize such an agreement in a Memorandum of Understanding (MOU).

Article 13 – Maintenance of Classroom Control & Discipline

A. School administrators will provide licensed employees with a written student discipline procedure at the beginning of each year. Staff input shall be required in the development and revision of student discipline policies. Finalized procedures are determined by the building principal.

B. Student placement and educational plan creation/ modifications that require specialized discipline (plans) must be created with licensed employee input.

C. The written student discipline procedure shall specify circumstances under which a student may be removed from the classroom, including those involving extremely disruptive behavior. The procedure shall require consultation between the licensed employee and the principal or his/her designee prior to returning the student to class. Final decisions as to the disposition of the student rest with the principal.

D. Licensed employees will be notified of students entering their class or currently enrolled in their class with discipline or behavioral plans that include potential physical intervention. Licensed employees will be given training and practice in the use of any physical intervention tactics that are identified in the behavior/discipline plan.

E. Licensed employees may use on-duty time to report alleged criminal behavior at the school to the police after notifying the administration. Licensed employees may be released upon request from classroom duties to file such reports.

F. No licensed employee will be required to regularly assist with catheterization or toileting of any student.

G. Licensed employee authority may be determined in part, from the following sources:
   1. Oregon statutes on discipline, attendance, and exclusion of students, Chapter 339 Oregon Revised Statutes;

   2. Board policies and procedures and administrative regulations;

   3. Student handbook student discipline procedures.]

H. The District will adhere to guidelines within current Oregon Revised Statutes
   1. 339.323 Disclosure of information regarding person charged with or convicted of crime or regarding release or discharge of person: immunity (1) When a school district receives noticed under ORS 339.317, 339.319, 339.321, or 420A.122, the school district may disclose the information only to those school employees the district determines need the information in order to safeguard the safety and security of the school, students, and staff. A person to whom personally identifiable information is disclosed under this subsection may not disclose the information to another person except to carry out the provisions of this subsection. (2) A school district or anyone employed by or acting on behalf of a school district who receives notice under ORS 339.317, 339.319, 339.321, or 420A.122 is not liable civilly or criminally for failing to disclose the information.

Article 14 – Personnel File

There shall be one (1) personnel file kept in a central location in the District office for each employee. An employee shall have the opportunity to sign all adverse materials placed in the personnel file; the signature only indicates that the employee has seen the material and does not indicate agreement. Any material added to the file that has or could have a negative impact upon employment shall be shown to the employee prior to its placement within the file. The employee shall have the right to attach a written rebuttal to any material placed in the personnel file. Any employee and/or designee may examine their file at any time. However, a designee must have written permission from the employee to view the material.

An employee may request disciplinary items within his or her personnel file older than ten (10) years be removed by the District. Items that would not be removed include sexual misconduct or harassment, misuse of District resources, theft, and any performance-related issues that have been repeated during the most recent ten years. Items will be removed at the discretion of the superintendent.

Article 15 – District Supplemental Retirement Plan

Section I

A. Supplemental Retirement Buyout

1. Employees who are eligible for retirement on or before June 30, 2016 and have their required years of service based on their hire date (as outlined in Article 15, Section II), will continue to receive the original Supplemental Retirement payments as outlined in Article 15, Section II.

2. As a replacement for the original Supplemental Retirement Plan in Article 15, all other employees who were hired prior to January 1, 2011 will receive monthly payouts as outlined in the table in Appendix E: Supplemental Retirement Buyout Table starting with the September and October payments in October 2011.

    a. Each qualified employee will receive an official letter from the District outlining the amount and number of payments (final payment date) and the stipulations of the payments.

3. These monthly payouts will be made to a 403(b) account that is established by the employee from the list of the District approved vendors.

4. The payments determined by the table in Appendix E are made at the time of the regular monthly paychecks (either 12 or 10). For those employees on 10-month paychecks, the monthly payment will be adjusted accordingly. The payments will be reflected in the employees' pay statement but paid directly to the employees 403(b) account.

5. Monthly payments are made while the employee is working with the District. Payment will be suspended if the employee takes a Leave of Absence as outlined in Article 17A and resume when the employee returns to work.

6. Payments terminate the month after the employee is no longer employed with the district.

7. The final payment is made according to the month calculated in the table in Appendix E, assuming the employee does not leave the District before that date.

8. In the event of the employee's death prior to their final payment, a surviving spouse will receive the remaining payments per the original schedule until the final payment date.

9. Payments will initiate as follows:
    a. Payments will begin in September 2011 for employees whose 403(b) is established and reported to the District.

b. For those employees whose 403(b) accounts are not established in September, retroactive payments will be made to the account up to November 30, 2011. If the employee account is not established by November 30, retroactive payments will be lost.

c. After December 1, payments will be made only to employees who have a 403(b) account set up.

10. Any former licensed employee of the District who returns to employment with the District after January 1, 2011 will not be eligible for the Supplemental Retirement or Supplemental Retirement Buyout benefits. However, employees who were on approved leave prior to January 1, 2011 and returned from that leave after January 1, 2011 would still be eligible for these benefits. In addition, employees who were laid off by the District prior to January 1, 2011 and who are recalled within the three-year recall window would still be eligible for these benefits.

11. Any employee who is subject to a reduction in force that results in reduced FTE but continued employment with the District shall continue to receive the full 403(b) contribution as outlined in Appendix E.

B. Work After Retirement/Employment of Retired Licensed Staff Members

Employees who retire from the Philomath School District and who are subsequently re-hired by the District are members of the bargaining unit represented by the Philomath Education Association. All contractual rights and benefits under the Collective Bargaining Agreement will be afforded to re-employed unit members, except those rights and/or benefits expressly set forth below as exclusions:

1. Employees who choose to resign during the contract year will be rehired to finish out the contract year, should they request the same. Teachers under a Plan of Assistance for Improvement would be subject to administration approval.

   a. The employee must notify the District of their plans in conjunction with retirement notification (60 days prior to beginning of 2nd semester), and the Board will respond no later than December 20. The employee does not have to retire until February 28.

   b. The employee would continue to work, as a temporary employee at their current contracted salary for a period not to exceed their current contracted work year- and will receive insurance benefits per Article 15 through August.

   c. Any contractual retirement stipend for which they are eligible will be deferred until the end of their employment agreement.

   d. The District will not be obligated to forward payments to PERS for the re-employed unit member who is already drawing PERS benefits.

2. Licensed employees who retire from PERS while working for the District may be rehired for subsequent school years. If retirees are re-employed by the District, the following shall apply:

   a. Re-employed retired licensed employees will be considered temporary bargaining unit members. They will be compensated at the same step and column salary schedule placement as at the time of their retirement and will receive insurance benefits, per Article 15, throughout the period worked. Contract and service time will be subject to any limitations required by PERS.

   b. Any contractual retirement stipend for which they are eligible will be deferred until the end of their employment agreement.

   c. The District will not be obligated to forward payments to PERS for the re-employed unit member who is already drawing PERS benefits.

   d. The re-employed unit member will be fully responsible for completing all retirement arrangements with PERS, including determining the date of retirement, retirement options, etc.

   e. The District will not be responsible for monitoring work hours to ensure that the retired and the re-hired employee does not exceed PERS or Social Security (FICA) limits. Furthermore, the District will not pay or incur any financial liability should the employee exceed PERS or FICA limits.

   f. Two employees eligible for retirement during the same period may job share a position if their experience and license qualify them for the position. A single set of benefits will be provided for each full-time position, as per job share details in contract.

3. If a unit member retires mid-year and is rehired under Section 1 of this Article, and is then re-employed under Section 2 of this Article, the contract for the additional year may be reduced subject to any limitations by PERS, if applicable, is not exceeded within the first four (4) months of the additional year's contract. Details of the reduction will be arranged to be mutually beneficial to both the District and the unit member.

4. Both mid-year and full-year re-hired unit members cannot carry forward any unused sick leave. All re-hired unit members under this section will start over at zero (0) sick days and will be awarded, on a monthly basis, one sick day per month worked.

5. This Section B, Article 15, took effect at the beginning of the 1998-99 school year.

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Section II

This section outlines the original Supplemental Retirement Plan, which as of September 1, 2011, is only available to those employees who were eligible for retirement on or before June 30, 2016 and as outlined in Article 15 – Section I.

A. Employee Notification Requirement

The District may require sixty (60) days of written notice prior to the effective date of the early retirement. Any eligible employee may retire during the school year pending the Board's approval of the effective retirement date.

B. Employment Prior to January 1, 1995

For teachers who began service in the District prior to January 1, 1995, the compensation and insurance contribution described in subsections 1 through 5 below, shall be provided.

1. Eligibility

After nine (9) years of total service with the District immediately preceding his/her retirement and when a teacher reaches the age of 55 or has attained thirty (30) years in PERS, the District shall offer the option of early retirement with compensation for work performed during years of employment for seven (7) years or until the age of 65, whichever occurs first.

2. **Insurance**

Employees shall select one of the following two options:

Option A:

The District shall contribute up to $870 per month (to be adjusted annually according to the agreed-upon percentage increase for working teachers' insurance program) or the cost of two-party hospital-medical and dental insurance, whichever is less, for up to a ten (10) year period or until the employee reaches sixty-five (65) years of age or the retired employee qualifies for Social Security Medicare coverage, whichever is earlier.

Option B:

In lieu of any future medical and dental insurance listed in Option A, the employee may select a yearly payout of 50% of the premium at the time of eligibility for the District Retirement Plan for two-party coverage for up to a ten (10) year period or until the employee reaches age sixty-five whichever is earlier. By choosing this option, the employee will not be eligible for insurance coverage in the future due to the carrier's policies on lapse in coverage.

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3. **In the Event of Death Prior to Age 64**
   For employees hired prior to January 1, 1995, in the event of the employee's death prior to the age of 64, the following shall apply: If the spouse of the employee is, at the time of the employee's death, not covered by Medicare, the District shall provide single party hospital-medical insurance for the spouse until the employee would have reached the age of 65 or until the ten (10) year benefit period would have expired, except if the spouse becomes eligible for Medicare during that period of time, the hospital-medical insurance shall be terminated at the point of Medicare eligibility.

C. Employment after January 1, 1995 but prior to January 1, 2005

For teachers who began service in the District after January 1, 1995, the District Supplemental Retirement Plan will consist of only the insurance contribution described below. These teachers will qualify for this benefit by meeting the requirement for age and PERS status in subsection 1 of this article however, they will be required to complete 12 years of total service to the District.

Employees shall select one of the following two options: A or B for the District's Supplemental Retirement Plan:

Option A:

Employees hired between January 1, 1995 and prior to July 1, 1997

For employees hired prior to July 1, 1997, the District shall contribute up to $870 per month (to be adjusted annually according to the agreed-upon percentage increase for working teachers' insurance program) or the cost of two-party hospital-medical and dental insurance, whichever is less, for up to a ten (10) year period or until the employee reaches sixty-five (65) years of age or the retired employee qualifies for Social Security Medicare coverage, whichever is earlier. If the retiree chooses an insurance package costing less than $870 for two-party insurance, then the retiree may receive the difference in the form of a cash payment (less payroll costs).

Employees hired between July 1, 1997 and January 1, 2005

For employees hired following to July 1, 1997, the District shall contribute the premium at the time of eligibility for the District Supplemental Retirement Plan, for single, employee only, medical and dental insurance coverage for up to a ten (10) year period or until the employee reaches sixty-five (65) years of age or the retired employee qualifies for Social Security Medicare coverage, whichever is earlier.

Option B:

In lieu of any future medical and dental insurance listed in Option A, the employee may select a yearly payout of 50% of the premium at the time of eligibility for the District Retirement Plan for two-party coverage for up to a ten (10) year period or until the employee reaches age sixty-five whichever is earlier. By choosing this option, the employee will not be eligible for insurance coverage in the future due to the carrier's policies on lapse in coverage.

1. In the Event of Death Prior to Age 64
   For employees hired prior to July 1, 1997, in the event of the employee's death prior to the age of 64, the following shall apply: If the spouse of the employee is, at the time of the employee's death, not covered by Medicare, the District shall provide single party hospital-medical insurance for the spouse until the employee would have reached the age of 65 or until the ten (10) year benefit period would have expired, except if the spouse becomes eligible for Medicare during that period of time, the hospital-medical insurance shall be terminated at the point of Medicare eligibility.

D. Employment after January 1, 2005:

Teachers will qualify for this benefit by meeting the requirements for age and PERS status in subsection 1 of this article; however, they will be required to complete fifteen (15) years of total service to the District

Employees shall select one of the following two options (A or B) for the District's Supplemental Retirement Plan:

Option A:

The District shall only contribute the premium at the time of eligibility for the District Supplemental Retirement Plan, for single, employee only, medical and dental insurance coverage for up to a five (5) year period or until the employee reaches sixty-five (65) years of age or the retired employee qualifies for Social Security Medicare coverage, whichever is earlier.

Option B:

In lieu of any future medical and dental insurance listed in Option A, the employee may select a yearly payout of 50% of the premium at the time of eligibility for the District Retirement Plan for single, employee only for up to a five (5) year period or until the employee reaches age sixty-five whichever is earlier. By choosing this option, the employee will not be eligible for insurance coverage in the future due to the carrier's policies on lapse in coverage.

E. Employment after January 1, 2011

No Supplemental Retirement benefit will be available for employees hired after January 1, 2011.

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Article 16 – Paid Leaves

A. Sick Leave

Employees are entitled pursuant to ORS 332.507 to ten (10) days of sick leave per year. Sick leave will be unlimited in accumulation. Any of these days per year may be used for illness within the teacher's immediate family, for a teacher attending the birth or adoption of his/her child, or for any other reason permitted under Oregon law. The teacher's immediate family is defined as people living under the same roof as the employee, the employee's mother, father, and/or adult with whom the employee has had a parental relationship, as well as the employee's children and siblings. Sick leave may be transferred in as per ORS 332.507. Employees may use sick leave for up to (5) five days per year for personal reasons as outlined in section B of this article.

B. Personal Reasons:

1. The intent of this language is to allow employees to be absent from work due to special circumstances. Employees may use up to five (5) days per year of designated sick leave for personal absences as stated in Section A of this article. Employees are encouraged to limit these absences, if at all possible. There are two categories of personal reasons: (a) Emergency, and/or unexpected events and (b) anticipated events.
   a. For situations of emergency and/or unexpected leaves, the staff member is required to contact the school using the same procedures as if he or she were ill.

   b. For anticipated events the following criteria must be met:
      i. The request is made at least two weeks prior to the event

      ii. No more than 10% of the staff may be on a personal reason absence from any building on the same day except for staff at Blodgett and Clemens Primary School.

      iii. A substitute can be secured for the date(s) requested.

      iv. Cannot be used during the first or last 5 days of instruction without prior approval of the superintendent.

2. Employees' accumulated sick leave may be used for reasons stated in A, above, and will not be subtracted from unused personal reason days until sick leave is exhausted.

C. Incentives

The following incentives will be awarded to the employee, pro-rated based on employee's FTE at the end of the school year if the employee has two (2) or fewer total absences from article A and B of this contract during the school year.

- □ No leave taken $200
- □ Up to and including 1 day absent $175
- □ More than 1 day and up to 2 days absent $150

D. Accumulated Sick Leave Benefits

1. As per ORS, one-half (1/2) of the accumulated unused sick leave of the teacher shall be added to the retirement money for that teacher to be received as part of the retirement pension.

E. Bereavement Leave

1. Employees will be granted up to five (5) days of leave for death in the immediate family with the approval of the Superintendent.

2. Immediate family shall be defined as follows; others may be approved at the discretion of the Superintendent:

   Spouse; Child, grandchild, grandparent; Mother, father, sister, brother; Mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in- law; niece and nephew; Stepfather, stepmother, stepchild; Aunt, uncle; or anyone living in the immediate household of an employee.

3. Any other person designated under Oregon law.

F. Professional Leave

The Superintendent may grant members leaves of absence with pay for the purpose of attending educational conventions, professional meetings, professional institutes, and other activities which improve the teacher's professional ability, performance, and his/her quality of instruction. Licensed staff will be encouraged to visit other school districts in order to evaluate school programs. Out-of-state travel will have prior Board approval.

1. **Travel:** Attendance at educational conferences and visitation to other schools must have approval from the Superintendent. Forms for such requests will be made available by the Superintendent.

2. **Expenses:** The authorized use of personal car for school purposes must have prior approval from the Superintendent and approved mileage shall be reimbursed at a rate to be determined by the IRS each year. The District will pay all other expenses approved by the superintendent.

G. Sabbatical Leave

1. Contract teachers in District 17J may be granted, with the approval of the administration and the Board, one year of sabbatical leave for advanced study or equivalent (work experience, travel, etc.).

2. A minimum of five years of experience within the District shall be required.

3. An employee on sabbatical leave will not forfeit any of his/her privileges under the retirement law, insurance benefits, salary increment or sick leave to which he/she would be entitled if in continuous service. Regular payroll deductions for retirement, insurance, state and federal taxes, etc., shall be made from the salary granted the employee. The employee's salary shall be one-half (1/2) of the monthly salary to which the employee would have been entitled had the employee not been on leave. Employee contributions to the retirement fund will be made by the employee. The name of the person on sabbatical leave will be retained on the District payroll, and the absentee shall keep the District Clerk advised as to where the monthly checks are to be forwarded.

4. A licensed employee will be eligible for other sabbatical leaves on the basis of one (1) year for every seven (7) years of service.

5. Application for sabbatical leave from eligible staff members shall be secured and filed in duplicate in the office of the Superintendent. The following procedure shall be in effect:

    a. November 15-February 15: Applications will be accepted by the Superintendent.

    b. No later than March 31: Notification of all applicants of the decision by the Board of Education.

    c. An affidavit will be signed by the applicant promising to return to the District and to work two (2) times the amount of time taken for the sabbatical leave. A one (1) term sabbatical leave would require one (1) or more years of service to the District.

    d. The salary advanced in a standard contract year by the District during the term(s) of sabbatical leave will be considered to be an interest-free loan. The loan shall be cancelled after the completion of the subsequent service to the District as required under Section c., above. If the subsequent service is not fulfilled as required under Section c., above, the loan shall be prorated and accrue interest from the date of completion of the sabbatical leave at the interest rate charged at that time by the Benton County Credit Union for new car loans. The loan shall be repaid by the employee on a monthly basis over the next two (2) years, beginning with the month following notice that the employee will not complete the service.

    e. A staff member who is prevented by death or illness from completing the subsequent service will be considered as having completed the terms of this Agreement to the District. If illness or death prevents the continuance of the sabbatical term, the sabbatical leave may be revoked by the Board.

    f. The number of applications approved in any one (1) year shall not exceed one (1) staff member per year.

g. In cases wherein the applicants for said leave shall exceed the agreed figure, applications shall be screened and decided by the Board.

h. Staff members on leave may not hold other remunerative positions unless such activity is approved work experience. The amount earned by the employee through approved work experience shall not exceed the total salary the employee would have received if he/she had been on a regular teaching contract. The amount earned by the employee must be reported to the District and will be deducted from the following paycheck(s) by the District. This does not apply to grants.

i. A staff member on sabbatical leave shall be entitled to the District tuition reimbursement policy.

j. A staff member on sabbatical leave must be enrolled for not less than twelve (12) graduate hours, or the corresponding hours on a semester basis (or approved equivalent work experience or travel activity).

k. If evidence has been obtained that a teacher on sabbatical leave is not fulfilling the purpose for which the leave was granted, the Board may terminate the sabbatical leave. The teacher shall be given an opportunity to be heard by the Board regarding the issue.

l. A staff member on sabbatical leave will be reassigned the same position in the District upon his/her return from the sabbatical.

m. If an applicant disagrees with the decision of the Board s/he will file through the regular grievance procedure of the Master Contract.

6. A staff member on sabbatical leave shall be paid one-half (1/2) of his or her monthly salary for the duration of the sabbatical leave. The monthly salary allowance shall not exceed the amount of his/her regular salary which he/she would have received if he/she had not been on sabbatical leave. If the said leave is for one (1) semester, the teacher would be paid the amount above for each month of the leave. If for more than one (1) term, it would still be figured on a monthly basis as above.

H. Partial-day Leave

When an employee requests reasonable access to leave (e.g., non-recurring, specialized appointments, etc.) for less than one-half of a day, the employee may take such leave (without a deduction in their available leave hours) if they can arrange coverage with another licensed colleague (thus avoiding the need for a paid substitute teacher). Such arrangements require prior approval from the building administrator or his or her designee.

I. Worker's Compensation and Paid Leave Oregon

The District shall provide Worker's Compensation and Paid Leave Oregon as required by law. Employees shall have the option of using partial days from their accrued sick leave to keep their salaries whole while accessing either of these insurance benefits. In such cases, accrued sick leave shall be deducted in hourly portions at the amount necessary to keep the employee whole.

Article 17 – Other Leaves

A. Leave of Absence

Any licensed employee who wishes to take an extended unpaid leave from the District may do so with the approval of the Board. Up to two (2) years unpaid leave of absence may be granted. Upon his/her return, the teacher will be rehired at a teaching position for which that person is licensed and placed at the appropriate step on the salary schedule. Licensed employees are not eligible for benefits during unpaid leave.

B. Parental Leave

Parental leave will be administered according to statute. The District shall grant a leave of absence without pay (with the exception of the applicable leave provisions pursuant to Article 16) to teachers for reasons of parenting or adoption. During a parental leave, a teacher may maintain, but not add to, sick leave or other employee benefits accumulated prior to the leave.

The duration of the leave shall not exceed one (1) year inclusive of any parental leave taken under state law, and shall be subject to the mutual agreement of the teacher and the District. The District may extend the leave upon request.

This section shall not be interpreted to guarantee a position for a probationary employee returning from parental leave, if such re-employment would require the termination of a contract employee.

Article 18 – Insurance

A. The Association has choice of carrier and coverage for the insurance program.

B. For the 2023-2024 insurance years, the District will contribute a monthly amount not to exceed a $1,100 cap. For the 2024-2025 insurance year, the District will contribute a monthly amount not to exceed a $1,200 cap.

C. The District shall offer a Section 125 plan to all employees.

D. The District shall contribute $65,000 for each year of this contract into an Insurance Pool. The intention of the Insurance Pool is to lower the out of pocket costs for the medical insurance of current bargaining unit members especially those requiring higher cost tiers such as full family. The Insurance Pool is an additional benefit that is not part of the insurance cap outlined in Subsection B. The Insurance Pool will be managed by the Association.

E. All teachers who work one-half (1/2) time or more will receive prorated benefits up to full time employment. Teachers who work full time are eligible for full benefits. This amount may be utilized to purchase benefits in accordance with the underwriting requirements of the respective programs. If additional benefits are desired within the fringe benefit program the amount shall be by payroll deduction. Teachers who work less than one-half (1/2) time are not eligible for benefits.

F. In the event the District reduces the hours of an employee to between 75% and full time (0.75 FTE), the employee is eligible for the same medical insurance coverage benefit he/she had before the reduction in force (monthly insurance program contribution). All other mandated costs such as PERS, FICA, etc. shall be pro-rated based on the employee's FTE. This provision is only applicable to employees who are subject to a reduction in force and is not applicable to employees who voluntarily reduce their FTE.

G. The benefit programs identified herein shall be provided only in accordance with the underwriting rules and regulations as set for by the carrier(s) in the policy (policies) retained by the policyholder.

H. In the event the amount paid by the District toward the premiums of health insurance for each eligible employee is less than the actual cost of that insurance, then each affected employee shall pay the difference through payroll deduction.

I. The District will not be obligated and shall not pay for any additional medical, vision, and/or dental expenses not covered by the insurance carrier(s). Such expenses shall be the sole obligation of the employee(s) incurring them.

J. If a teacher opts out of medical coverage, the District's contribution in excess of a single employee's actual coverage premium shall be distributed as follows: (1) $300 per month will be returned to the employee as a salary adjustment. The teacher may only opt out during the open enrollment period. This option is only available if the Carrier allows this option.

K. If two members of a family are both employed by the District and are legally married or qualify for a Certificate of Domestic Partnership, the District shall provide a fully funded single-family insurance plan in lieu of two separate plans if there is a savings to the District. This option is only available if the Carrier allows this option.

L. Long-Term Disability: The District will offer long-term disability insurance as part of the overall insurance package. The District will cover the cost of the long-term disability insurance up to the level of the insurance cap.

M. Short-Term Disability Insurance: The District shall make short-term disability insurance available. Such insurance shall be optional and employee-paid.

N. Paid Leave Oregon:
   a. The District will provide Paid Leave Oregon to all licensed staff members as required by law. The District will be responsible for payment of the 40% of the contribution rate. Each licensed employee will be responsible for 60% of the contribution rate.
   b. Employees shall have the option of using partial days from their accrued sick leave to keep their salaries whole while accessing this benefit. In such cases, accrued sick leave shall be deducted in hourly portions at the amount necessary to keep the employee whole.

Article 19 – Compensation

A. Salaries

1. The salary schedules in appendix A and B are hereby incorporated into this Agreement.

2. Appendix A shall be the 2023-2024 salary schedule and shall reflect a 3.50% cost of living increase from the 2022-2023 salary schedule applied to the modified salary schedule.

3. Appendix B shall be the 2024-2025 salary schedule and shall reflect a 3.00% cost of living increase from the 2023-2024 salary schedule.

4. The 2023-2024 salary schedule shall be based on a modified salary schedule with modified step movement. Step 0 on the status quo salary schedule will be eliminated and an additional step will be added to the top of each column of the schedule. In addition, an experience stipend will not be included on the 2023-2024 salary schedule. All bargaining unit members who are eligible for step movement and will not reach the top step of their respective column shall be advanced two steps for the 2023-2024 work year. Status quo step movement shall be restored for the 2024-2025 work year.

5. Status quo step movement and experience stipend will be restored for the 2024-2025 work year. The experience stipend shall be equal to a one and a half percent (1.5%) increase from the salary of the highest step in each column. Licensed staff members shall be eligible for the experience stipend if they have completed one full service year at the highest step of their respective column. Bargaining unit members shall receive the experience stipend at the beginning of their second year at the highest step and thereafter while they remain in that column.

6. The Limited License, Three-Year Professional Technical, and Restricted Transitional licensed employees will start on the BA column and advance down that column one (1) year for every two (2) years of experience in the field in which s/he will teach.

7. Up to fourteen years of experience may be brought into the District for placement on the salary schedule provided that these experience years do not exceed the years previously provided to a current bargaining unit member with the same licensure who was not granted the same credit for experience that they otherwise would have been eligible for when they began work in the District.

8. The co-curricular schedule in Appendix D is hereby incorporated into this Agreement.

9. If a licensed staff member completes the necessary credits for advancement to a higher educational level on the compensation schedule, an adjustment in placement on the schedule, to be effective in the subsequent year, will be made only if the teacher notifies the Superintendent in writing during the month of September with proper verification of having successfully completed the approved additional coursework. "Successfully Completed" will be defined as receiving a "C" grade, "Pass," or better.

10. Licensed staff may utilize the column formula that best reflects the total number of credits earned for column placement and advancement on the salary schedule.

B. Tuition Reimbursement

1. An employee may advance on the salary schedule by obtaining college credits, Seat Hours/District Credit, or a combination of both. College courses which are not pre-approved, may not count toward the advancement on the salary schedule if it does not meet the criteria found in Article 19, B(6). Approved credit may be earned by taking courses in a regular college curriculum, serving on District or School Site Councils, workshops, or continuing education courses and others as approved by the Superintendent. Credit will be earned in courses that do not grant normal college credits by completing twenty (20) clock hours of workshop or continuing education participation for each quarter hour of credit. Workshops or courses in a variety of subjects relevant to the teacher's assignment and of less than twenty (20) hours each may be accumulated to meet the twenty (20) hour requirements.

2. If college credit is obtained by attending a workshop, it must fulfill university level requirements and require additional coursework to equate to 20 hours.

3. Seat Hours/District Credit must be pre-approved and request must include workshop description and number of seat hours to be earned. Hours must be outside of the regular workday, twenty (20) seat (clock) hours equals one (1) District Credit. District will not reimburse employees for the cost of attending the workshop (meals, mileage, etc.). Seat Hours are not reimbursable expenses, unless the principal directs teacher attendance.

4. Full-time employees may be reimbursed for up to six (6) credit hours during each three (3) year period beginning with the first year of employment with the District. Full-time employees in steps 0 to 5 may be reimbursed for up to an additional three (3) credits during each year.

   Contract employees who work half-time or more will receive full tuition reimbursement benefits. Contracted employees less than .5 FTE may be reimbursed for a pro-rata share of the allowable credit hours based upon their FTE.

5. Courses taken for reimbursement shall be pre-approved by the building principal and the superintendent.

6. Approval shall be based on the following criteria:
   a) Professional advancement or professional growth for the teacher;

   b) Educationally appropriate;

   c) Related to present or future teaching/co-curricular assignments; and

   d) Oregon Professional License.

7. Reimbursement must be requested within six months of course completion. Reimbursement request is to include proof of payment and a copy of transcript showing successful completion of course ("C" grade or better or "Pass.") Travel and meals are not reimbursable. Reimbursement will be granted during any of the three (3) years. However, if the teacher leaves the District before s/he works the full three (3) years, the District must be repaid the portion not earned.

C. Continuing Professional Development

1. The District will provide certificates for hours to be applied toward Professional Development Units for all District In-service activities.

2. Teachers will be responsible for their own Professional Development Plan, listing courses and units for the site principal or advisor's approval.

3. All credits eligible for tuition reimbursement (Section B of this article) shall be certified by the District as Professional Development units.

4. Licensed staff pursuing a Professional Teaching License through an Advanced Professional Development Program must develop a robust professional learning plan in collaboration with school administration or supervisor. If desired, licensed staff member may include a related professional of his/her choosing to provide support and plan advising. The individual Professional Learning Plan must be approved by the principal and superintendent.

5. Professional Development Units may apply toward movement on the salary schedule. Coursework, professional conferences, publications, peer or student mentoring, site committees, action research, or other activities accepted by TSPC as Professional Development Units will apply towards movement on the salary schedule, when earned outside the regular workday.

6. The District will not unreasonably deny credit for Professional Development Units.

7. Disputes about completion of Professional Development Units and/or Continuing Professional Development Plans may be resolved through the grievance procedure found in this collective bargaining agreement upon request by the teacher.

8. All plans will be developed on a three or five year licensing cycle. Review and/or changes in the plan will be initiated by the unit member.

D. Loss of Preparation

If the District requests a licensed staff member to give up a preparation period or other work time when not assigned to students to substitute for another licensed staff member, he or she will be compensated at the individual's hourly rate. The employee may decline the request. The employee will be compensated for actual time worked, but for no less than one hour.

E. Activities Chaperoning/Supervision

1. Teacher participation in co-curricular activities shall be voluntary. All activities will be compensated by the Philomath School District at a rate of $22.50 per hour.

8. Supervision/chaperoning of all school activities requiring travel away from Philomath shall be left to the discretion of the building principal.

F. Mileage

Teachers who receive prior approval from the District and use their vehicles for District business will be reimbursed at the current IRS mileage rate.

G. Public Employees Retirement System

Effective March 1, 2003 the District agrees to assume and pick up the employee's contribution to the Public Employees Retirement System/OPSRP.

H. Licensed Specialists:

A licensed specialist is an experienced teacher who steps outside the classroom to take on a specialized role that is created by the District.

As need may arise, the District, may establish additional or discontinue current licensed specialist positions.

The licensed specialist positions are positions that include an additional stipend for the additional expectations required of these positions. These stipends are included in Appendix D. Current specialist positions consist of the following:

- Dean of Students;
- English Language Development (ELD) Specialist; and
- Response to Instruction and Intervention (RTIi) Specialist.

Unless otherwise indicated, licensed specialist positions are subject to all applicable terms of the CBA.

The Dean of Students position shall be limited to no more than three years in duration. Following completion of the first year in the Dean of Students role, a bargaining unit member shall have rights to transfer back to position left at time of hire to Dean of Students role, should that role continue to be available. At the expiration of the three years, a bargaining unit member shall be transferred back into a position for which they are licensed.

If the District intends to create a new licensed specialist position, notice of that intention shall be provided to the Association. The parties shall meet prior to the posting of the position to determine any possible bargaining or contractual implications related to the new position.

I. Position-Specific Stipends:

Specific positions within the District are acknowledged to require an additional stipend for purposes of recruitment and retention of qualified staff. For the 2023-2024 school year, individuals in the following licensed positions shall receive an annual stipend, prorated by FTE for the position.

a) Special Education Teacher/ Case Manager in the amount of $2,500.
b) Speech Language Pathologist/ Case Manager in the amount of $2,500.

J. Pep Band Instructor

The pep band instructor, if required to participate in playoffs, will be compensated on an hourly basis at the co-curricular rate when these playoffs occur beyond the hours of the normal teaching day.

K. Electronic Deposit

Permit employees to be paid through electronic deposit.

L. Gate Duty

The District supports the implementation of a 'Gate Duty' stipend, open to all District employees, for purposes of ensuring adequate coverage for ticket sales at District-sponsored interscholastic athletics. In addition, availability of this stipend is intended to minimize need for staff overtime and to provide equitable opportunity for any interested, trained staff member.

The need for this stipend is the result of limited volunteer availability and the availability of credit card payments, which may be made on-site, for District events. Both combine to make gate responsibilities involve additional training and responsibility.

It is understood that the word "session" is used regarding Gate Duty. For this responsibility, payment is made per "session" instead of hourly. When assigned Gate Duty, the staff member shall be reimbursed $45.00 per session. The duties defined include ticket seller or ticket taker. Although crowd control is not specifically defined in the list of duties, all staff on-site during an event share responsibility for student behavior in and around their respective posts. These duties are not positions as defined in the current Collective Bargaining Agreement (CBA).

The following protocols will be followed for Gate Duty assignments:

1. Staff responsible for events will make every effort to find a volunteer to assume Gate Duty responsibilities. Volunteers have priority to fill this need.
2. Any staff member or volunteer responsible for Gate Duty must be trained in essential responsibilities.
3. Gate Duty staff member is to arrive 30-45 minutes prior to start of game and ends according to the following schedule.
    a. Football: End of 2nd Quarter of Each Game
    b. Volleyball: End of 2nd Game in Varsity Match
    c. Basketball: End of 2nd Quarter in Final Game
    d. Wresting: Approximately ¾ time through Match

The administrator responsible for the event will excuse Gate Duty staff and take gate receipts.

Article 20 – Policy Handbook

A. The District shall provide each newly employed licensed employee a copy of the Philomath School District Policy Handbook. The District shall ensure that District Policy Handbooks shall be updated and will be available online and for download at the District website. Any employee may print a copy of the Policy Handbook on a District printer.

B. The Association President and building representatives will also be provided with updated policies.

Article 21 – Personal Freedom

The personal life of an employee is not a matter of appropriate concern of the District Board, unless it substantially impairs their fitness to teach.

Article 22 – Individual Contracts

An individual contract between the District Board and a unit member executed during the term of this Agreement shall be subject to and consistent with the terms and conditions of this Agreement.

Article 23 – Criticism

Any criticism by a supervisor, administrator, or Board member of a teacher and their instructional methodology shall be made in confidence and not in the presence of students, other teachers, parents, or at other public gatherings.

Article 24 – Employee Discipline

A. Employees shall not be disciplined, reprimanded, or reduced in rank or compensation without just cause and due process. Just cause and due process in this Agreement mean:

1. The employee will be given timely written notice of charges against them.

2. There will be a thorough and fair investigation of the charges before any discipline is administered.

3. The employee required to attend a meeting regarding a matter which could affect the continued employment of the employee shall be given the reasons for the meeting at least forty-eight (48) hours in advance of the meeting.

4. The employee shall have the right to have representatives of their choice present at any meeting of an investigatory nature with a supervisor or the Board, which they reasonably believe might result in disciplinary action.

5. All information forming the basis of disciplinary action will be made available to the employee at the employee's request.

6. There must be substantial evidence or proof that an employee is guilty as charged.

7. Discipline will be administered in a way that is reasonably related to the offense and to the record of the employee.

8. Disciplinary actions will be applied evenhandedly.

9. The employee had forewarning or foreknowledge of the possible or probable disciplinary consequences of their conduct, except for those offenses (including theft, insubordination, and intoxication on the job) which by common knowledge the employee may properly expect to be disciplined.

10. The District's rule or order is reasonably related to the orderly, efficient or safe operation of the schools.

B. The District has the right to suspend an employee pursuant to ORS 342.805 to 342.937.

C. The dismissal or nonrenewal of an employee shall be subject to the requirements set forth in ORS 342.805 to 342.934 and shall not be governed by this article, nor does it apply to assignment or retention in extra-duty positions.

Article 25 – Association Dues

A. General Procedures:
The District agrees to deduct monthly dues paid by members of the Association (PEA, OEA, and NEA dues) beginning with the first paycheck. These dues shall be remitted by electronic funds transfer to the Association.

Members of the Association hired after the beginning of school shall have such deductions prorated according to the portion of the year employed pursuant to Association policies.

B. Membership Withdrawal:
Anytime a bargaining unit member withdraws their Association membership during the school year, dues shall continue to be deducted through the end of the school year for any bargaining unit member who has not withdrawn their Association membership by September 15th of that year. This will not apply to bargaining unit members who resign or have their employment with the District terminated prior to the end of the school year.

C. Hold Harmless:
The Association agrees to hold the District harmless from any claim brought against the District as a result of the provisions of this article, if the District notifies the Association within thirty (30) days of such claim and tenders to the Association the defense of such claim.

Article 26 – Classroom Enrollment

Since it is important that class enrollment issues be resolved as rapidly as possible, every effort should be made to expedite the process. The time specified may, however, be extended by mutual agreement. All references to timelines in Article 27.

If a teacher believes that their classroom enrollment creates an unmanageable and/or unsafe learning environment, they may document the concerns and submit same to the principal. The teacher shall first discuss it with his/her principal or immediate supervisor, either directly or through a representative, with the object of resolving the matter informally. If the matter is not resolved informally, the concern will be reduced to writing and delivered to the principal or immediate supervisor within twenty (20) calendar days of the of a change in classroom enrollment that may contribute to the concern. If a solution is reached at this level, the process stops.

If, within ten (10) calendar days, the solution reached by the principal/supervisor is not acceptable to the teacher or if no decision has been rendered within ten (10) calendar days after reporting the written concern, the teacher may appeal to the Superintendent. Within ten (10) calendar days after the receipt of the written concern by the Superintendent, the Superintendent or his/her designee shall meet with the teacher in an effort to resolve it. If the Superintendent's decision is not acceptable, or if no decision has been rendered within ten (10) calendar days after the meeting, the teacher may appeal to the Board. The decision of the Board will be final and binding on the parties.

Article 27 – Job Sharing

Education programs must be the primary consideration in determining whether a job is to be shared.

Job share assignments shall be filled only by staff who have jointly agreed to work together.

A. Applicability:

Job sharing shall refer to two qualified employees sharing one full-time position. The responsibility for determining whether or not a position is to be shared shall rest with the building principal and be authorized by the Superintendent.

B. Application Process

If two employees wish to job share, they shall jointly submit a WRITTEN plan to the Superintendent by April 1, counter-signed by the building principal signifying his/her acceptance of the request. Job sharing may be granted annually upon mutual agreement of the two employees, and with the approval of the building principal and the Superintendent. A new plan must be submitted each year. The plan submitted will identify the specific curriculum area to be job shared and other responsibilities of each of the job share participants.

C. Work Rules

Teachers who job share shall include proposed teaching schedules in the initial plan. In addition, both employees shall attend all open houses, parent conferences, and work full days on all non-student contact days.

D. Compensation

Compensation shall be prorated to reflect the fraction of the position being shared. The experience and educational step for the teacher will be the same as he/she would be entitled to if employed on a full-time basis. The two participants may divide benefits so that the cost to the District will not exceed the normal benefits for one (1) full-time employee.

Retirement will be in compliance with the legal requirements and contractual terms. Sick Leave: Each job sharer will receive five (5) full days of sick leave per school year. Unemployment insurance and workers' compensation shall be provided.

Article 28 – Vacancies and Transfers

A. Notification of Vacancies:

As bargaining unit positions become available or are created, they will be posted through an email announcement to licensed staff, in TalentEd, and on District website for ten (10) days prior to being filled. Teachers interested in a posted position may complete an internal application through TalentEd. Current employees will be granted an interview along with other candidates for the position.

B. Request for Voluntary Transfer:

Requests by a professional employee for transfer to a different class, building, or position shall be made in writing to the Superintendent by April 1 of each year or after the schedule is finalized, whichever is later. The application shall set forth the reasons for the transfer request, the school, grade, or position sought, and the applicant's academic qualifications. A copy of the application shall be posted to the District Staff Resources web page no later than April 1 of each year.

A transfer request will remain active through October 1 of the following school year.

When a vacancy occurs in the class, building, or position to which the teacher has requested transfer, the Superintendent shall notify the teacher of the vacancy as soon as reasonably possible. If the request for transfer is denied, the Superintendent shall provide the teacher with a written statement of the reason(s). All active transfer requests shall be considered and either granted or denied prior to the posting of vacancies outlined in Section A of this Article.

C. Involuntary Transfer

An involuntary transfer will be made only after a meeting between the teacher and the Superintendent, at which time he/she will be given the reasons for the transfer.

When a teacher is involuntarily transferred, he/she will have the opportunity to make known to the Superintendent his/her wishes regarding a new assignment.

Article 29 – Teacher Preparation Time

A. Teachers in grades 6-12 shall be provided the equivalent of one (1) class period during a normal student contact day for preparation.

B. Teachers in grades K-5 shall be provided 30 minutes per day or 150 minutes per week for preparation time. Teachers in grades K-5 shall be provided thirty (30) continuous uninterrupted minutes daily for the teacher's use in planning for his/her teaching assignment. The District shall schedule each 30-minute block between the time when students are required to report to class for instruction in the morning and the time when students are dismissed from instruction in the afternoon. Expedited bargaining will happen if schedule change occurs. (Semester vs trimester.)

Article 30 – Labor Management Committee

The district and the Association agree to maintain a Labor Management Committee for the terms of this Agreement. The Labor Management Committee will typically involve one or two representatives from the District and the Association, respectively. The committee will attempt to meet monthly for the purposes of addressing issues and continuously improving the state of labor relations between the District and the Association.

Article 31 – School Safety

A. Immediate Threats:

If a teacher believes that there is an immediate threat to student/ teacher safety, the teacher may request immediate assistance from an administrator or other designated school safety personnel to alleviate the dangerous situation in order to restore a safe and secure learning environment for all members of the classroom with minimal disruption. School administration will take necessary steps to respond to these acute instances as part of the course of normal operations.

B. Surveillance Video

The District may install ad utilize surveillance video equipment for the purposes of monitoring school safety and security. When issues of school safety or security require that video footage needs to be viewed, school administrative staff will be responsible for reviewing that footage.

Information derived from electronic surveillance will not be used for purposes of staff supervision and/or evaluation and does not exist for such purposes.

This provision does not preclude the District from investigating a claim of potential employee misconduct if such an investigation is prompted by a review of the electronic surveillance for a bona fide school safety or security need. In such instances, the bargaining unit member and their PEA representative (if applicable) shall be provided a copy of the video footage on the onset of the investigation.

Prior to the utilization of the surveillance video equipment at a worksite, licensed employees shall be informed of the location and purpose of such equipment by their building principal. Newly hired licensed employees shall be informed on the location and purpose of any such equipment that has been previously installed.

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Appendix A: 2023-2024 Licensed Salary Schedule						
2023-24	Step	BA	BA+30	BA+60	MA/BA+75	MA+45/ BA+105
		A	B	C	D	E
	1	$ 43,022	$ 44,872	$ 46,764	$ 47,753	$ 49,776
	2	$ 44,743	$ 46,667	$ 48,635	$ 49,663	$ 51,767
	3	$ 46,533	$ 48,534	$ 50,580	$ 51,650	$ 53,838
	4	$ 48,394	$ 50,475	$ 52,603	$ 53,716	$ 55,991
	5	$ 50,330	$ 52,494	$ 54,707	$ 55,864	$ 58,231
	6	$ 52,343	$ 54,594	$ 56,896	$ 58,099	$ 60,560
	7	$ 54,437	$ 56,777	$ 59,171	$ 60,423	$ 62,983
	8	$ 56,614	$ 59,048	$ 61,538	$ 62,840	$ 65,502
	9	$ 58,879	$ 61,410	$ 64,000	$ 65,353	$ 68,122
	10		$ 63,867	$ 66,560	$ 67,967	$ 70,847
	11		$ 66,422	$ 69,222	$ 70,686	$ 73,681
	12			$ 71,991	$ 73,514	$ 76,628
	13				$ 76,454	$ 79,693
	14				$ 79,512	$ 82,881
	15					$ 86,196
Appendix B: 2023-2024 Licensed Salary Schedule						
2024-25	Step	BA	BA+30	BA+60	MA/BA+75	MA+45/ BA+105
		A	B	C	D	E
	1	$ 44,313	$ 46,218	$ 48,167	$ 49,186	$ 51,269
	2	$ 46,085	$ 48,067	$ 50,094	$ 51,153	$ 53,320
	3	$ 47,929	$ 49,990	$ 52,097	$ 53,199	$ 55,453
	4	$ 49,846	$ 51,989	$ 54,181	$ 55,327	$ 57,671
	5	$ 51,840	$ 54,069	$ 56,348	$ 57,540	$ 59,978
	6	$ 53,913	$ 56,231	$ 58,602	$ 59,842	$ 62,377
	7	$ 56,070	$ 58,481	$ 60,947	$ 62,235	$ 64,872
	8	$ 58,313	$ 60,820	$ 63,384	$ 64,725	$ 67,467
	9	$ 60,645	$ 63,253	$ 65,920	$ 67,314	$ 70,166
	10		$ 65,783	$ 68,557	$ 70,006	$ 72,972
	11		$ 68,414	$ 71,299	$ 72,807	$ 75,891
	12			$ 74,151	$ 75,719	$ 78,927
	13				$ 78,748	$ 82,084
	14				$ 81,898	$ 85,367
	15					$ 88,782
	Exp	$ 61,555	$ 69,440	$ 75,263	$ 83,126	$ 90,114

Appendix C: Salary Schedule Index Factors					
Step	BA	BA+30	BA+60	MA/BA+75	MA+45/ BA+105
	A	B	C	D	E
1	1.040	1.043	1.087	1.110	1.157
2	1.082	1.085	1.130	1.154	1.203
3	1.125	1.128	1.176	1.201	1.251
4	1.170	1.173	1.223	1.249	1.301
5	1.217	1.220	1.272	1.298	1.354
6	1.265	1.269	1.322	1.350	1.408
7	1.316	1.320	1.375	1.404	1.464
8	1.369	1.373	1.430	1.461	1.523
9		1.427	1.488	1.519	1.583
10		1.484	1.547	1.580	1.647
11		1.544	1.609	1.643	1.713
12			1.673	1.709	1.781
13				1.777	1.852
14				1.848	1.926
15					2.004

Appendix D: Co-Curricular (Proposed 2023-2024)			
Athletics	***Year 0-4***	***Year 5-9***	***Year 10+***
Athletic Director	$7,357.00	$8,933.00	$10,509.00
Head Coach	$4,466.00	$4,992.00	$5,518.00
Assistant Coach	$3,127.00	$3,495.00	$3,862.00
Middle School	$2,814.00	$3,145.00	$3,476.00
HS Athletic Supervisor	$1,867.00	$1,867.00	$1,867.00
MS Athletic Supervisor	$1,867.00	$1,867.00	$1,867.00
District Level Positions	***Year 0-4***	***Year 5-9***	***Year 10+***
Instructional Specialist: ELD	$7,212.00	$7,212.00	$7,212.00
Instructional Specialist: RTIi	$7,212.00	$7,212.00	$7,212.00
Dean of Students	$7,212.00		
Head Teacher/ Program Coordinator	$4,204.00	$4,729.00	$5,255.00
Activities	***Year 0-4***	***Year 5-9***	***Year 10+***
HS/ MS Play Production (See Footnote 1)	$3,153.00	$3,415.00	$3,679.00
HS Inst. Music (See Footnote 2)	$3,153.00	$3,415.00	$3,679.00
HS Choral (See Footnote 3)	$2,628.00	$2,890.00	$3,153.00
HS Annual Advisor	$2,628.00	$2,890.00	$3,153.00
MS Annual Advisor	$2,628.00	$2,890.00	$3,153.00
MS Music	$2,628.00	$2,890.00	$3,153.00
MS/ HS Advisors	$1,787.00	$1,945.00	$2,102.00
Elementary Music	$1,787.00	$1,945.00	$2,102.00

1 Per full productions produced – arranged with building administration

2 Perform at all home football and ten (10) home basketball games. Participate in three (3) contests and three (3) concerts.

3 Three (3) concerts per year and Perform at least three (3) contests per year

** All positions subject to administration approval

Appendix D: Co-Curricular (Proposed 2024-2025)			
Athletics	***Year 0-4***	***Year 5-9***	***Year 10+***
Athletic Director	$7,357.00	$8,933.00	$10,509.00
Head Coach	$4,466.00	$4,992.00	$5,518.00
Assistant Coach	$3,127.00	$3,495.00	$3,862.00
Middle School	$2,814.00	$3,145.00	$3,476.00
HS Athletic Supervisor	$1,867.00	$1,867.00	$1,867.00
MS Athletic Supervisor	$1,867.00	$1,867.00	$1,867.00
District Level Positions	***Year 0-4***	***Year 5-9***	***Year 10+***
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Instructional Specialist: RTIi	$7,212.00	$7,212.00	$7,212.00
Dean of Students	$7,212.00		
Head Teacher/ Program Coordinator	$4,204.00	$4,729.00	$5,255.00
Activities	***Year 0-4***	***Year 5-9***	***Year 10+***
HS/ MS Play Production (See Footnote 1)	$3,153.00	$3,415.00	$3,679.00
HS Inst. Music (See Footnote 2)	$3,153.00	$3,415.00	$3,679.00
HS Choral (See Footnote 3)	$2,628.00	$2,890.00	$3,153.00
HS Annual Advisor	$2,628.00	$2,890.00	$3,153.00
MS Annual Advisor	$2,628.00	$2,890.00	$3,153.00
MS Music	$2,628.00	$2,890.00	$3,153.00
MS/ HS Advisors	$1,787.00	$1,945.00	$2,102.00
Elementary Music	$1,787.00	$1,945.00	$2,102.00

Appendix E: Supplemental Retirem

	A	B	C	D	E	F	G	H	I
Hire Date	Service Years Required	Years of Contract Benefit	Original Monthly Payment	Full Available Benefit	Buyout Benefit - 50%	Years of Service on Aug 2011	Year at Age 55	Years of Service at Age 55	Years Needed After 55 to Reach Eligibility
2009-2011 Contract	09-11 Contract	09-11 Contract	09-11 Contract	B x C x 12 Months	D x 50%	Input	Input	G - 2011 + F	> of (A-H) or 0
Examples:									
Prior to 1/1/95	9	10	$870	$104,400	$52,200	21	2016	26	0
After 1/1/95; Before 1/1/05	12	10	$870	$104,400	$52,200	2	2014	5	7
After 1/1/05	15	5	$870	$52,200	$26,100	7	2017	13	2
First Payment	9/1/2010								
** When on leave without pay, monthly payments stop util employee returns to work.									

ıent Buyout Table

J	K	L	M	N	O	P	Q	R
Years Eligible for Original Payment	% of Buyout Benefit	Total Buyout Benefit	Years of Payment	Months Until 55	Monthly Payout	Current Year FTE Rate	Adjused Payout	Month of Final Payout
< of [10-(A-H)] or B	J/D	E x K	G - 2011	< of [(G-2010) x 12] or 180	L/N	Input	O x P	Sept. 2011 + (N)
10	100%	$52,200	5	72	$725.00	1.00	$725.00	Aug. 2016
3	30%	$15,660	3	48	$326.25	1.00	$326.25	Aug. 2014
5	100%	$26,100	6	84	$310.71	1.00	$310.71	Aug. 2017

CONSENT AGENDA

September 7, 2023

Updated: 9/6/23 1:04 PM

A. List of Bills:

B. Minutes:

C. Resolution:

D. Leave of Absence

E. Out of State Travel:

F. Personnel/Staffing Adjustments:

1. **Retirements:**

2. **Resignations:**
   - **i.** Julie Deroos – Kitchen Assistant
   - **ii.** Elizabeth King – IA Life Skills, PEA
   - **iii.** Brynnan Burns – IA, PA
   - **iv.** Abigail Olsen – IA, MS effective 9-16
   - **v.** Michelle Landers – Kitchen Assistant
3. **Rehires:**
   - **i.** BreeAnn Liddle – Kitchen Assistant
4. **New Hires:**
   - **i.** Mitch Gross – MS Success Coach
   - **ii.** Tesla Cross – Kitchen Assistant
   - **iii.** William Bean – PES Teacher
   - **iv.** Shantel Oaks – CPS IA
   - **v.** Robin Crissey – K-4 Temporary Art Teacher
5. **Staff Reassignments/Changes in FTE:**

6. **Coaches:**

7. **Recalls:**
   - **i.** Abigail Olsen – IA
   - **ii.** Tiffany Wallace – IA

8. **Extra Duty Assignments:**