

Central Point School District 6

and

The Southern Oregon Bargaining Council

2022-2024

Agreement

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Preamble

- A. This agreement is entered into between the Board of Education on behalf of School District 6, Jackson County, Oregon and herein referred to as the Board or District and the Southern Oregon Bargaining Council herein referred to as the Council.

- B. The intent of this Agreement is to set forth and record herein the basic and full Agreement between the parties on those matters pertaining to wages, hours and conditions of employment for contracted, licensed employees included in the bargaining unit.

- C. The District and the Council agree that student achievement is the top priority of the School District and the prime responsibility of teachers. This bargaining Agreement is intended to reflect conditions that promote the instructional goals of the District. The Agreement allows for accommodations based on school improvement plans developed by building site councils through waivers outlined in Article 32 - Professional Development, A.7, and will not be a barrier to improving student achievement.

Article 1 – Status of Agreement

A. Bargaining Representative

The Board recognizes the Southern Oregon Bargaining Council as exclusive bargaining representative for all contracted, licensed teachers, Speech and Language Pathologists, Occupational Therapists, School Psychologists, and Nurses employed by the District. It is recognized that the Superintendent, all directors, principals, assistant principals, substitute teachers, confidential employees, other classified employees and employees employed less than half-time by the District are excluded from the bargaining unit and are not represented by the Council. Temporary employees shall be afforded all contractual rights and benefits except as herein provided beginning on the first day of the month following twenty (20) work days of continuous employment in District #6. Temporary employees shall not be eligible for the provisions of Article 25 - Reduction in Force, and Article 12 - Evaluation Plan, and it is expressly understood that these persons, after written notice by the District, may be non-renewed by the District for non-personal reasons.

B. Agreement Shall Modify

This Agreement shall modify, replace or add to any policies, rules, regulations, procedures, or practices of the District which shall be contrary to or inconsistent with its terms. Existing policies, rules, regulations, practices and procedures which are consistent with this Agreement are not modified.

C. Agreement of Parties

This Agreement contains the entire Agreement of the parties. It is acknowledged that during negotiations which resulted in this Agreement, each and all had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and that the understandings and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and Council, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, if any, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

1. Notwithstanding the provisions of section C above, the District recognizes its obligation to bargain upon demand by the Council, the impact of any mandatory changes in wages, hours or other conditions of employment. Remedy under this provision is limited to arbitration pursuant to the grievance procedure, and the Council waives any and all other remedies including filing of an unfair labor practice.

D. Modification Agreement

It shall not be modified in whole or in part except by another written instrument duly executed by the parties.

E. Labor-Management Committee

The Labor-Management Committee will meet as needed to discuss problems and concerns related to implementation of this Agreement and any other issues affecting working conditions. The composition of the committee will be determined by each group and will be based on equal representation.

F. Official Copies

There shall be two signed copies of the final Agreement. One shall be retained by the District and one by the Council. Within one month of ratification of this Agreement by both parties, the District will provide employees with access to an electronic copy of the Agreement and the Council will print sufficient copies to a maximum of fifty (50) copies of this Agreement, and agrees to deliver the copies to the District for distribution. The District and the Council each will bear one-half the cost of printing. The District's signed copy will be delivered to the District prior to distribution to Council membership.

Article 2 – Miscellaneous Provisions

A. Maintenance of Present Standards

This Agreement shall not be interpreted or applied to deprive members of professional advantages theretofore enjoyed unless expressly stated. Such advantages shall be improved for the benefit of members as required by the express provisions of this Agreement.

1. It is understood that this provision shall have no application to District action as follows:
 - a. The effect of change as a result of change in District staffing levels, classified and licensed or District reorganization of staff.
 - b. Change in work site to other than District 6 owned property.

B. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. Compliance Between Individual Contract and Master Agreement

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

D. Non-waiver Clause

The parties agree that inclusion of any provisions in this contract that are permissive subjects of bargaining shall not be deemed a waiver of the District's right to assert the permissive aspect in bargaining or the bargaining for future contract provisions to be applicable after termination or lapse of the present agreement.

Article 3 – District Functions

A. Board Rights

All terms and conditions of employment not expressly covered by this agreement shall continue to be subject to the Board's direction and control and not subject to grievance.

Article 4 – Council Rights and Responsibilities

A. Information

Upon request in writing, specifying the material requested, the Board agrees to furnish to the Council all information reasonably necessary for collective bargaining and grievance processing purposes. However, it is understood that, while the District will furnish existing written data and information reasonably necessary, it will not be required to compose the same.

B. Use of School Buildings

The Council's local representatives have the right of access to school buildings for regular and ordinary local representative business, provided there is no interference with the regular school program. Arrangement for building use shall be made with the building principal prior to the establishment of dates and place of meeting.

C. Use of School Equipment

The Council's local representatives shall have the right to use school facilities and equipment, including typewriters, projectors, computers, printers, copiers and all types of audio-visual equipment for local representative business at reasonable times, when such equipment is not otherwise in use. The Council shall also have the right to use District email to conduct Association business. The Council shall pay for the reasonable cost of all materials and supplies incidental to such use and for any repairs necessitated as a result thereof. When using the District's equipment and internet the Council agrees to comply with state and federal law as well as the District's policies and procedures related to usage. In addition, the District's equipment may not be used in any manner to further what could be considered an action against the District (e.g. work stoppage, strike etc).

D. Right to Speak at Meetings

Upon request, a Council representative shall be allowed to make brief announcements at the end of any faculty or other professional meeting. If there is a need for more than brief announcements to be made, the Council representative shall notify the administrator with three days advanced notice.

E. Communications Facilities

The Council's local representatives shall have the right to use in-building communication facilities including general message boxes.

F. Council Designated Representative

The Council will furnish the District with a list of officers and designated representatives by September 30th of each year. The Association may designate any additional members of the bargaining unit to be representatives of the Association by notifying the district at any time.

G. Leave for Designated Representative to Engage in Union Activities:

Upon twenty-four (24) hour prior notice to the District by the Executive Representative or the Association president, the District shall grant designated representatives reasonable time to engage in union activities during regularly scheduled work hours without loss of compensation, seniority, leave accrual or any other benefits. Union activities include:

1. Investigate and process grievances and workplace-related complaints.
2. Attend investigatory meetings and due process hearings involving represented employees.
3. Participate in or prepare for proceedings in labor related hearings or disputes that rise from the collective bargaining agreement, such as proceedings or hearings before an arbitrator or ERB.
4. Meet with employees during the employees' regular work hours to investigate grievances, workplace related complaints, and matters relating to employment relations. Such meetings will be scheduled at a time that does not interfere with school operations.
5. Attend collective bargaining sessions.
6. Participate in Labor Management Committee meetings.
7. Provide information regarding the collective bargaining agreement at new employee orientations. If no orientation is scheduled, the designated representative may meet individually or in groups for at least 30, but no longer than 120 minutes.
8. Testify in a legal proceeding in which the public employee has been subpoenaed as a witness.

H. Release Time for Negotiations Chair

Upon twenty-four (24) hour prior notice to the District, the Board shall grant one (1) leave day per school month to the local chair of the Council Negotiations Committee or the local chair of the Council Grievance Committee. The Council agrees to pay the cost of a substitute if one is needed.

I. Release Time for Council Representatives

The Board shall grant up to nine (9) days per school year to be used by the Council's local designated representatives. The Council agrees to pay the cost of a substitute if needed.

J. The Superintendent shall make available to the members in the District the current personnel directory and/or handbook no later than November 1.

Article 5 – Non-discrimination

The Council and the District agree that they shall not discriminate against any employee covered by this Agreement because of age, race, religion, sex, sexual orientation, gender identity, or national origin.

Article 6 – Dues and Payroll Deductions

A. Association Dues

1. Dues Deduction Authorization

The District will deduct dues to the Association in accordance with the payroll-deduction authorizations signed by members and provided to the Association. The Association will provide the employer with a list identifying the employees who have signed such authorizations and the authorized deduction amounts. The District shall rely on the list to make the authorized deductions and to remit payment to the Association. Any employee may withdraw the said dues payroll deductions by writing a letter to the office of the Council and accomplish delivery of the letter prior to September 30 of any school year. The Association shall also notify the District prior to the 15th of the month when a bargaining unit member should no longer have dues deducted. The District shall enact dues deduction changes on the pay period following a notification.

2. Processing OEA/NEA Dues Deductions

Dues deductions shall be made monthly in an amount equal to one-tenth (1/10) of annual dues, commencing with the month of October and continuing through the July pay period. Deductions for employees who join the Association after the beginning of the school year shall be prorated on the same one-tenth (1/10) proration schedule as the rest of the membership.

3. Remittance of Dues Checks

a. Data to OEA

Within ten (10) days after each pay period the District shall send the Association an electronic transmission register of the NEA/OEA/D6EA dues, including voluntary Association contributions, deducted from each member's paycheck.

b. Payment to OEA

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

c. Payment to District 6 Education Association

District 6 Education Association dues payments will be deducted and paid separately from OEA/NEA dues and shall be remitted to the District 6 Education Association representative within ten (10) days of each pay date.

4. District's Release from Responsibility

The Council and bargaining unit members agree to hold the District harmless against any and all claims, suits, orders or judgments brought against the District as a result of the provisions of the sections above.

B. Employee Information

1. On or before January 15th, May 15th, and September 15th of each year, the District shall provide the OEA membership specialist and the local UniServ Office with an electronic transmission of each bargaining unit member's (both active members and non-members):

- Employee ID
- First date of service
- FTE
- Classification or title
- PERS classification
- Worksite
- Position on the salary schedule
- Residential address or personal mailing address
- Residential, cellular, and work phone numbers.
- Any means of electronic communication, including work and personal electronic mail addresses

Whenever a new employee is hired into the bargaining unit, the District shall provide the above information within 10 calendar days of hire.

2. Any changes in employee information shall be submitted monthly to the Association.

C. Approved Deductions

Upon original written request from the member, the District shall deduct from the salary of any member and make appropriate remittance for the following approved deductions: banking institutions, insurance programs and tax sheltered annuities. To qualify as an approved program, at least ten (10) bargaining unit members must be participants in the specified insurance program.

D. Other Deductions

The District, upon original authorization of the member, shall deduct from the salary of any member and make proper and timely remittance for any other plans for programs jointly approved by the Council and the Board.

E. Deductions Itemized

Member's payroll checks shall itemize all payroll deductions as technically permitted.

Article 7 – Rights of Licensed Employees - Just Cause

- A. The District shall not discipline, reprimand, suspend, reduce in compensation, or discharge any member without just cause. A teacher must elect whether to appeal by the grievance procedure or by fair dismissal law procedures. A choice of one precludes the other. This paragraph is not applicable to the non-renewal of probationary members.
- B. Probationary members in their first year of employment may be non-renewed by the Board for any reason deemed in good faith sufficient by the Board, provided, however, the Board has complied with the procedural steps in the evaluation process. The judgment and conclusions of the evaluators are not subject to grievance.
- C. Probationary members in their second year of employment shall not be non-renewed without just cause provided, however, that arbitration over such second-year non-renewal shall be advisory only to the Board.
- D. Probationary members in their third year shall not be non-renewed without just cause. Grievance arbitration and/or hearing before the District School Board as per ORS 342.835 (2) over third year non-renewal shall be the exclusive remedies over all subjects contained in the non-renewal.
- E. Written Notice to Appear

Whenever any licensed employee is required to appear before a principal, supervisor, the school board, or the Superintendent concerning any matter which would be made a matter of record and could adversely affect the continuation of the employee in their office, position or employment or the salary or any increments pertaining thereto, then they shall be given prior written notice of such meeting or interview and shall be entitled to have a representative of the Council or legal counsel present to advise them and represent them during such meeting or interview. If requested, the member or their representative will be informed in advance of the topic for discussion.

- F. News Release

When a member is disciplined, suspended or dismissed, the District shall make no formal news releases, nor furnish the media with any information beyond that required by Oregon law.

- G. Uniform Consideration

To ensure the right of licensed employees to uniform supervisory consideration in the performance of their assigned duties and responsibilities, it is agreed that the following disciplinary procedures shall apply to all licensed employees. Any licensed employee found by their immediate supervisor to be insubordinate, neglectful of assigned duties and responsibilities or inefficient in the performance of such duties or responsibilities, except for performance in the classroom that is intended to be evaluated pursuant to Article 12, which may result in an official written reprimand shall:

- 1. Receive a written statement relating to such reprimand or charge from the immediate supervisor, a copy of which shall be placed upon written notice in the employee's personnel file. The licensed employee may make a written statement relating to such reprimand or charge which will be placed in the employee's personnel file.

2. Upon subsequent infraction or infractions the licensed employee shall have the right to a hearing to be held before the Superintendent or the Board. Upon receipt of notice the employee shall be subject to discipline, suspension or discharge.
3. The parties recognize that there are several “serious offenses” for which no prior warning or written notice need be given. (i.e., theft, use of alcohol/drugs during working hours, etc.)

H. Suspension of a Contract Member

Whenever the District Superintendent has reason to believe that cause exists for the dismissal of a contract member on any ground specified in paragraphs (b) to (f) of subsection (1) or ORS 342.865 and when they are of the opinion that immediate suspension of the member is necessary for the best interest of education in the District, they may suspend a contract member from their position without prior notice to the member. The member’s salary shall continue during the first five (5) days of the suspension period. However, within five (5) days after such suspension becomes effective, either procedures shall be commenced for the dismissal of the member pursuant to the provisions of ORS 342.805 and ORS 342.955 or the member must be reinstated.

- I. No contract teacher shall be dismissed except as prescribed by the Fair Dismissal Law ORS 342.805. No grievance may be filed for the dismissal of a permanent teacher until the statutory limitations for filing a Fair Dismissal Appeal has run out; provided the permanent teacher fails to timely file under ORS 342.805, that employee may then file a grievance under the terms and conditions of this Agreement.

J. Teacher’s Right to Determine Grade

The teacher shall maintain the right and responsibility to determine grades and do the evaluation of students. No grade or evaluation shall be changed without consultation with a representative of the Council and the teacher, providing the teacher is available. If the District changes any student’s grade, it shall accept full responsibility and the teacher shall not be responsible for such action.

K. Teacher Licensure

Teachers must maintain a valid teaching license as per TSPC requirements. In the event a teacher does not meet TSPC requirements for renewal, the teacher shall be placed on an unpaid leave of absence until they have met all TSPC requirements to work as a teacher. Once all requirements have been met, the District shall restore the teacher to their former position without loss of status. If the teacher has not met TSPC requirements to work as a teacher within thirty (30) days, the teacher shall be deemed to have waived grievance rights under this paragraph.

Article 8 – Complaint Procedure

- A. Any complaint regarding a bargaining unit member made to their supervisor or other person in authority above them by a parent, student or other person which may influence that member's evaluation, or which may result in disciplinary action shall be discussed with that member within five (5) working school days according to the following process:
1. The member shall be apprised of the nature of the complaint including the name of the complainant.
 2. The member, with the assistance of the immediate supervisor will attempt to resolve the matter informally. However, if a meeting between the complainant and the member is to be held, the supervisor, upon prior request, will, prior to that meeting, meet with the member and discuss ways of handling the situation. The member will be apprised of the supervisor's feelings on the issue.
 3. The member has the right to representation at all levels.
 4. The administration will provide the employee and their representative, unless representation has been declined, with updates on the progress of the investigation within every five (5) working school days.
 5. Complaints which are not discussed within five (5) working school days may not be used in evaluations or in any disciplinary action.
 6. The foregoing shall have no application to complaints of such a nature that they may result in prosecution of suit or action, either civil or criminal in nature, against the member or the District.

Article 9 – Grievance Procedure

A. Definitions

Grievance: A claim by a member, group of members, or the Council based on the interpretation or application of this Agreement.

Aggrieved: The member, group of members, or the Council that alleges a violation of this Agreement.

Days: Working school days. Weekend or vacation days are thus excluded.

Immediate Supervisor: The individual who has the administrative authority to resolve the grievance.

Member: Any professional employee in the bargaining unit.

General Provisions Related to Grievance Procedures:

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

8. In accordance with the Council's responsibilities to provide fair representation for all members, at the Council's request the District will provide to the Council information needed to process each grievance.
9. There shall be no reprisal exerted against any individual or group of individuals choosing to exercise rights under this Agreement.

B. Levels of Grievance Procedures

Informal Discussion: Within twenty (20) days of the time the aggrieved first had knowledge, or reasonably should have had knowledge of the action upon which the grievance is filed, whichever first occurs, they will discuss the grievance with the immediate supervisor with the objective of resolving the matter informally. The grievant shall identify the discussion as a grievance discussion.

1. **LEVEL ONE:** If the aggrieved is not satisfied with the disposition of their grievance, they may file a written grievance with the Superintendent or their designee. If the written grievance is not filed within twenty-five (25) days after the act or condition on which the grievance is based becomes known to the aggrieved, or they ought reasonably to have known, whichever first occurs, the grievance shall be considered waived. This written grievance shall set forth the specific grounds upon which the complaint is based, the contract clauses involved, and the remedy requested.
 - a. The Superintendent or their designee shall notify, in writing, all parties involved of a mutually agreeable date and time for a meeting. Such meeting shall be scheduled no more than ten (10) days after receipt of the written grievance by the Superintendent except by written mutual agreement.
 - b. The Superintendent shall, within five (5) days of the close of the meeting, render a decision, in writing. The decision shall include those elements on which the Superintendent based their decision.
2. **LEVEL TWO:** If the aggrieved is not satisfied with the disposition of their grievance at Level One, or if no decision has been rendered within five (5) days after the Level One meeting, the aggrieved may, within five (5) days, request that the Council submit the grievance to arbitration. If the Council so determines, it may submit the grievance to arbitration within ten (10) days after receipt of a request by the aggrieved.

Within ten (10) days after such written notice of submission to arbitration, the District and the Council shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association.

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

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

C. General Provisions Related to Arbitration

1. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of any hearing room will be borne equally by the Board and the Council.
2. Taking a grievance to arbitration constitutes an election of remedy and is a waiver of any and all rights of the parties to litigate or otherwise contest the aggrieved subject matter in any court or other proceeding provided such subject matter was within the scope of the arbitrator's authority.

Article 10 – Strike - Lockout

The Association agrees that during the term of this Agreement the Council and its members will not participate in a strike, work stoppage or slowdown against the District. The District agrees that during the term of this Agreement it will not participate in a lockout against the Council.

Article 11 – Personnel Files

A. Content of File

The personnel file shall contain all materials relevant to the member's employment. The member shall have the right to review the contents of this file and to receive a copy (at member expense) of any documents contained therein. A member shall be entitled to have a representative of the Council accompany them during such a review. At least once every two (2) years a member shall have the right to indicate those documents and/or other materials in their file which they believe to be obsolete or otherwise inappropriate for retention. Those documents which do not involve charges resulting in discipline will be reviewed by an appropriate member of the administrative staff, and, if the administrative staff member agrees, the documents will be destroyed. A disagreement over the question of obsolescence or inappropriateness shall be immediately subject to the grievance procedure and shall be initiated at Level Two. All charges resulting in disciplinary action shall be considered a permanent part of the member's personnel file and shall not be removed.

B. Signatures on File Contents

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

C. No document or other material derogatory to a member's conduct shall be placed in a member's personnel file after severance.

Article 12 – Evaluation Plan

- A. The District 6 Plan for Evaluating Teacher Performance will comply with ORS 342.850. The District agrees that no later than September 30th the District will provide copies of the Plan for Evaluating Teacher Performance to employees.
- B. The District shall develop an evaluation process in consultation with the Bargaining Council and will periodically review the plan. The District or the Bargaining Council may request a review of the plan at any time. Changes in the plan will occur only after consultation between the District and the Bargaining Council.
- C. The Labor-Management Committee will decide what and how further training for administrators and members is necessary regarding both the use and formats of evaluations.
- D. Employees may appeal their evaluation if they feel it is not representative of their performance or if procedures have not been followed. Employees appeal first to their Principal or supervisor, then to the personnel director, and finally to the Superintendent.
- E. If during the appeals process it is determined that the evaluation is not representative of the employee's performance, or the evaluation procedures were violated then the parties will develop a mutually agreeable resolution.
- F. Notwithstanding ORS 243.650 to 243.782, no grievance or other claim of violation of applicable evaluation procedures or fundamental unfairness in a program of assistance for improvement shall be filed while a teacher is on a program of assistance.

Article 13 – Work Year

A. School Calendar

The annual school calendar shall be developed by the District Board. The Council shall have the opportunity to review it and will be consulted in regard to any revisions.

B. The school work year for employees covered by this Agreement shall be within the confines of the school calendar and shall not exceed one-hundred ninety (190) days. It shall comprise of up to one-hundred seventy-nine (179) days when pupils are in attendance; in-service days of which not more than one (1) shall be used for orientation of members new to the District, and one half (1/2) of member work day at the end of each trimester or semester grading period. Scheduling of other in-service days will be at the District's discretion with member input. When the school calendar includes the Friday of in-service week as a workday, it shall be a flexible workday to complete asynchronous District required online trainings, such as Safe Schools trainings. Members have the choice of working remotely. If the last day of the contract year falls on a Monday and members are able to complete their end of the year obligations during the week prior, Monday shall be a flexible workday and members have the choice of working remotely.

C. Beginning in the 2017-2018 school year, the Board, at its discretion, may extend the standard work year by up to two (2) days which shall be paid at the individual member's daily rate of pay based on a 190-day calendar. This pay will be annualized and will be counted towards PERS benefits. The extended days may be withdrawn in order to prevent a reduction in staffing levels. However, once said days are added to the calendar and are worked, the District shall not cut the extended days. The Master's, Doctorate, and Premium Service Stipend shall be paid based on the number of days in that work year.

There shall be six (6) paid holidays identified as:

Labor Day

The Second (2nd) Friday in October

Veteran's Day

Thanksgiving

Presidents' Day

Memorial Day

The District may, but will not be required to, pay mileage or other expense reimbursements for voluntary attendance by a bargaining unit member for the October in-service day.

1. Professional Development Days

There will be three (3) Professional Development days scheduled each year.

- a. These three (3) days are District directed, with member input, professional development days that will be organized on either a District or building level.
- b. In the years when the District chooses not to implement early release/late start, the Flexible Professional Development Days will be implemented.

Each building, or a group within a building, will be responsible for determining how these days will be used; for example, One building, or a group within the building, could

use them to start early, work later, or use them on their regularly scheduled Professional Development days. If a building, or a group within a building, determines to use the time to either start early, or work later, then those employees will not be required to report to work on regularly scheduled Professional Development days. These Flexible Professional Development days are dependent upon Council and District agreement on the process.

- c. It is not the intent of the parties for these days to be used for completion of those duties more typically associated with teacher workdays (grading papers, preparing grade reports, etc.)

2. Planning Days

Upon at least two (2) days prior notice and upon request to the supervisor, an elementary or special education teacher shall be granted four days (4) per year for preparation or for such other District approved activity. Two days should be used by January 31st unless mutually agreed upon between the member and the administrator. Grade levels and/or “teams” may coordinate release time on a common day, however, more than one grade level and/or “team” shall not take common days without approval of the principal. Upon request, members may agree, but will not be required, to report to their worksite. If they agree to report, they will be paid two hours at the curriculum rate.

3. Professional Learning Communities (PLC)

The school schedule will provide an extended period of time for teachers to meet collaboratively in Professional Learning Communities. This time is intended for teachers to work together to grow professionally, build a collaborative, student –focused culture, study data, and improve outcomes for all students. Teachers will provide leadership appropriate to their teams through the support of administration.

D. Early Dismissal Holiday

If the Wednesday before Thanksgiving is a contracted workday, there will be a two (2) hour early dismissal.

E. Inclement Weather/Emergency School Closure

Member presence will not be required, due to inclement weather, fuel shortage or other circumstances beyond the District’s control, when student presence is not required at that member’s particular school. Notifications of closure for said reasons will be made to local radio stations and posted on the District’s website no later than 7:00 a.m. Regardless of the foregoing, all members will complete at least the requirements of the state of Oregon under its Administrative Regulations, or state standards.

The Board, at its discretion, may revise the calendar due to school closure. Generally, the calendar will be adjusted in the following manner:

- 1. During school years with a 192-day school calendar,
 - a. If there are 0 to 2 school closure days, members would not have additional days assigned;
 - b. If there are more than 2 school closure days, days calendared for spring conferences may become student instruction days if eligible for instructional time. If spring

conference days are exhausted, the Board may extend the school year but not beyond the work year as defined in Article 13.B-C.

2. During school years with a 191-day school calendar
 - a. If there are 0 to 1 school closure days, members would not have additional days assigned;
 - b. If there is more than 1 school closure day, days calendared for spring conferences may become student instruction days if eligible for instructional time. If spring conference days are exhausted, the Board may extend the school year but not beyond the work year as defined in Article 13.B-C.
3. During school years with a 190 or fewer day school calendar,
 - a. Days calendared for spring conferences may become student instructional days if eligible. If spring conference days are exhausted, the Board may extend the school year but not beyond the work year as defined in Article 13.B-C.

It is further understood that members will not be deducted for personal leave and sick leave days that occur on inclement weather days. If a substitute teacher is paid for a day the District calls a delay of start to the school day, due to inclement weather, the paid leave day is forfeited by the teacher.

- F. It is understood and agreed the District, after notice to the Council, may modify the hours provided in this article if required to add time necessary to meet the requirements of law relating to teaching time.
- G. Work Week, Days, and Hours

Normally scheduled work week in school District 6 will be Monday through Friday.

1. The normal member workday shall be eight (8) hours (7½ hours on Friday) inclusive of a minimum of forty-five (45) minutes duty-free, uninterrupted lunch. On two-hour early release days, duty-free, uninterrupted lunch shall be thirty (30) minutes. For expectations regarding transitions for lunch, refer to Article 16.A.1. Each building will establish a standard schedule for the member workday. The beginning of the workday will start between 7:00 a.m. and 8:30 a.m. Individual member work schedules may be adjusted by mutual agreement between the member and the building administrator. Recognizing the need for different learning opportunities, the District retains the right to create extended day offerings with start times occurring later in the day. No member will be involuntarily transferred into a position which does not meet the standard starting time of between 7:00 a.m. and 8:30 a.m.
 - A. All efforts will be made to schedule IEP and evaluation meetings during the workday. When a Special Education Case Manager is scheduled to work over thirty (30) minutes outside of their working hours within one work week for the purposes of conducting IEP or evaluation meetings, they will notify their administrator and will be eligible for up to four hours of time carded compensation per month at their hourly rate. Any additional time carded hours for conducting IEP or evaluation meetings require prior administrator approval.
2. Dismissal from school on Friday is allowed immediately after class, but no earlier than 7.5 hours from the member's starting time.

3. It is expected that licensed staff shall be present at school to fulfill the necessary professional obligation, each workday, including student conferences, preparation for classes, curriculum improvement, staff and in-service meetings and parent conferences.
4. Schedules and Student Contact Time
 - a. All student contact time measurements referenced in this article are calculated as an average number of minutes per day in a typical week or weeks. Student contact time will be as follows:

(1) Elementary Primary	280 minutes
(2) Elementary Intermediate	300 minutes
(3) Scenic Middle School	285 minutes
(4) Hanby Middle School	292 minutes
(5) Crater High School	277 minutes
 - b. The principals and appropriate administrators shall determine work schedules and other factors related to member's assignments through cooperation with their respective staff. Any changes to the schedules will be brought to the staff for input and discussion.
 - c. The following process will apply to changes in school schedules:
 - (1) A joint Committee will convene after the following triggers have been exceeded:
 - (a) K-5: increase of more than five (5) minutes of student contact time identified in Article 13, F, 4, a, above.
 - (b) 6-12: increase of more than ten (10) minutes of student contact time identified in Article 13, F, 4, a, above.
 - (2) The committee will be comprised of equal number of administrators (including a representative from the District office) and affected staff members (including an Association representative) chosen by their respective parties.
 - (3) The committee will propose any schedule changes beyond the established triggers.
 - (4) Any proposed schedule from this committee will be presented to staff and the staff will use a consensus model to resolve any concerns.
 - d. Other schedule related agreements
 - (1) Crater High School teachers will teach up to 6-periods a day. Two half periods shall be counted as one class period so long as the combined length of the two flex periods are equivalent to the length of one class period.
 - (2) No 6 - 12 grade teacher will be required to teach more than three (3) classes to prepare for in consecutive grading periods with the exception of music, choir, band, PE, art, Voc Ag, and special education. Members who are assigned to teach a class, during different class periods, synchronously and asynchronously may meet with their administrator to discuss a course(s) that may need to be counted as a separate prep.

5. Parent Conferences

For night or daytime parent conferences which require member attendance beyond the normal workday or work week, building principals shall arrange compensatory time off in cooperation with the bargaining unit member involved. Night conferences will not exceed nine hours per semester. No night conferences will be held without adequate security being present during the entire conference period. No parent conferences will be scheduled during preparation periods.

6. Compensatory Time

- a. When members are asked by their site administrator to cover a class and give up their lunch or preparation time, as defined in Article 18, they will be awarded comp time at a rate of time and a half for the time worked in either pay or time accrued. Unless otherwise specified in the article, time will be rounded up to the nearest quarter hour.
- b. When a Student Wellness Specialist (SWS) agrees to cover a class, they will receive comp time at a rate of time and a half.
- c. Comp time will be given only for pre-approved absences.
- d. Members may accrue comp time to use in either ½ day (4 hours) or full day (8 hours) increments.
- e. Comp time may be carried over until January 31 beyond the school year it is accrued, or the employee shall be paid at a substitute's rate of pay in February.
- f. A member can take off as many days in a row as are accumulated.
- g. Members will request to use their accrued comp time in the same manner and with the same advance notice as they do for other leaves.
- h. With approval of the principal, members may cover classes by mutual consent. No compensatory time or extra compensation shall be paid in such instances.
- i. Members retain their right to not cover a class for another member.

7. Program Development Days

There will be three (3) Professional Development days scheduled each year.

- a. Each building, or a group within the building, will be responsible for determining how these days will be used; for example. One building, or a group within the building, could use them to start early, work later, or use them on their regularly scheduled Professional Development days. If a building, or a group within the building, determines to use the time to either start early or work later, than those employees will not be required to report to work on regularly scheduled Professional Development days. These Flexible Professional Development days are dependent upon Council and District Agreement on the process.

- b. It is not the intent of the parties for these days to be used for completion of those duties more typically associated with teacher workdays (grading papers, preparing grade reports, etc.).
- c. Upon at least two (2) days prior notice and upon request to the supervisor, an elementary or special education teacher shall be granted one-half day of release time twice each nine-week period for preparation or for such other District approved activity. Grade levels and/or “teams” may coordinate release time on a common day, however, more than one grade level and/or “team” shall not take common days without approval of the principal.

8. Elementary Music Program

Elementary music teachers are required to spend time outside of the regular workday participating in a minimum of three (3) evening music programs. Additional programs can be scheduled with administrator approval. Compensatory time will be arranged with the administrator initially scheduling compensatory time during parent conferences.

H. Member’s Absences

A member absent from school shall adhere to the following procedure:

- 1. Notify the principal at least one hour prior to reporting time the day of absence.
- 2. Leave complete lesson plans, seating chart, grade books or other items for the effective conduct of the class.

I. Kindergarten teachers will work with building administrators to ensure time is available for collaboration with the educational assistants.

Article 14 – Teaching Conditions

A. Teaching Materials

Members shall be given appropriate opportunity to consult in good faith with their building administrators, appropriate specialists and other supervisors, concerning the selection and use of such educational tools, prior to submission of the following year's budget requests.

B. The District will provide reasonable materials for programs it requires to be taught.

C. Selection of Textbooks and/or Material

The present practices for the selection of textbooks and other instructional material shall be continued and shall operate as follows:

1. Teachers from various grade levels and/or departments shall be invited to serve on textbook selection committees.
2. These committees shall review curriculum and determine the kinds of textbooks and/or materials which are appropriate and in the best accord with the existing curricular program.
3. The recommendation of these committees shall be made to the administration for adoption or revision and purchase in the various school programs.

D. Facilities for Members

There shall be a staff room in each building as designated by the building administrator.

E. Technology/Workload Changes

- 1) When the District is considering a new technology or technology workload requirement that impacts members district-wide, then the District will notify the Association of the possible change. The Association will be invited to appoint representatives to review the changes and provide input.
- 2) If at any time the District requires any bargaining unit member to utilize technology devices as a regular part of their job description, the District will:
 1. Provide reasonable access to the device and all reasonably necessary training.
 2. Provide all hardware, programming, software and/or other items necessary to complete any tasks required.
 3. Provide routine maintenance on the equipment.
 4. Provide technical support for the equipment and the programming.

No bargaining unit member can be penalized for not utilizing any technological equipment unless the above conditions are reasonably met.

F. Aide Time

Starting with the first week of school, Kindergarten, first, and second grade classrooms shall have at least one hour of aide time per day within the student contact day.

- G. When members are required to transition between sites, travel time shall be provided that does not interfere with lunch and preparation time. Mileage between sites shall be reimbursed at the rate per mile as established by the IRS.

Article 15 – Class Size Limitations

A. Class Size

One hour of aide time per day for each two students will be added when the number of students is two or more over the maximums below. Site-based students in regular education are counted toward class size if placement exceeds 40% of the school day (unless student comes with their own aide).

<u>Grade Level</u>	<u>Number of Students</u>
K	21
1	23
2-3	25
4-5	29

For grades 6-12, there will be no more than 165 total student contacts or 34 contacts per class period, unless more is required by Northwest Accreditation Standards. If exceeded, the teacher will then choose one of the following supports that is most beneficial to them: readers, instructional aide time, clerical assistance, or release from all duties. The maximum student contacts will be 175.

The foregoing is not applicable to classes in physical education, music, chorus and band, and also advisors.

For elementary schools an initial aide time calculation will be made so that a specific number of hours can be assigned to each school during in-service week based on preliminary counts obtained at pre-registration. Aide time calculations will then be made in the 1st week of October, the 1st week of January and the last week of March and implementation effected either upward or downward the following week. When combination or blended classes exist and new students need to be added to classes the District will give first consideration to placing those students in straight grade classrooms first, but retains the right to place students based on the individual student's need.

For middle and high schools class size counts will occur the 3rd week of each semester. Individual teachers may request a class size count at any time in the interim if they believe their count has exceeded the class size limitations.

- B. No later than September 15 of each year and upon request thereafter, self-contained special education teachers and building administrators shall meet for the purpose of coordination of the schedule and determining special education resources, and planning allocation of resources. Concerns which are not adequately addressed at the advisory level may be referred to the labor-management committee.
- C. To the greatest extent possible, the development of yet to be assigned incoming Kindergarten transition IEPs will be equitably distributed. After October 1st, when a member with a SPED endorsement is assigned to write IEPs and conduct IEP meetings for students not on their caseload, they will be time carded additional hours at the curriculum rate.

Article 16 – Non-Teaching Duties

A. The members may, but shall not be required to, perform the following duties: supervision of cafeteria, collecting money from students or parents for registration, school pictures, school insurance, national school assemblies, homeroom and scheduling duties at the high school, PTA or B.C. memberships, milk sales, or any other monetary functions not directly connected with their classroom or department responsibility. The teachers who are conducting classroom or extracurricular activities in which the collection of fees is necessary to the individual teacher directed project or activity will be required to follow the District Student Body Accounting procedure.

1. Elementary teachers will not be required to perform any non-teaching duties including but not limited to playground duty, cafeteria duty, and bus duty. However, the parties agree this language is not intended to release teachers from any normal and usual professional obligations associated with one's individual classroom such as ensuring safe and orderly transitions.

B. Custodial Functions

Any custodial function relating to the operation of the physical plant or building, except in a situation where it may endanger the health, welfare or safety of students, will not be in the province of the member.

C. Professional Assignment

Members shall be required to perform the following duties at the discretion of the building administrator: supervision of halls, bus loading and campus at both the elementary and secondary level.

D. Compensation for Pupil Transportation

Members shall not be required to drive students to activities which take place away from the school building.

1. A member may volunteer to drive the school bus only if they hold a valid license and other qualifications required by state law in School District 6 and receives advance permission from their immediate supervisor and transportation supervisor.
2. A member may volunteer to transport students by automobile with the advance approval of their building supervisor or principal. They shall be compensated at the rate per mile as established by the IRS for the use of their own automobile when budgeted. The member must have a current District automobile use permit on file with the District office.

E. Materials Transportation

Members shall not be required to transport instructional materials such as shop and home economics supplies from the source of supply to the school building. However, if the member wishes to do so, they must procure authorization of the principal.

When moving classrooms or buildings, employees may request assistance from their immediate supervisor/designee.

Article 17 – Professional Rights and Responsibilities

A. Admission to School Activities

District licensed staff, and their immediate families (wife/husband and children) will be admitted to all activities and school events in District 6 by use of a pass, which will be valid for one school year and will cost \$10.00. This pass will entitle District licensed staff and their families to sit in the covered grandstand at Crater football games. The person for whom the pass is issued must be present in order for this pass to be valid. Anyone assigned duty at the event would be admitted free.

B. Inventory

Members must submit to the District administrator at the close of the school term the personnel records of students and accounting of assigned equipment, textbooks and materials. Failure to complete the foregoing shall subject the teacher to appropriate disciplinary action.

C. Leaving School Premises

If a member finds it necessary to leave the school building or grounds during the regular workday, they must first obtain permission from the site administrator. Duty in a study hall and planning period are included in the definition of workday.

D. Student Teachers

Members asked to participate in a training experience for student teachers or other apprentice programs shall have the right to elect not to participate. Any compensation paid or privileges given by the college shall be received by the participating teacher after the appropriate payroll deductions.

E. Absence, Late Arrival, Early Leaving

Members shall adhere to the daily schedule and shall make no commitments which shall preclude their being present in their assigned responsibilities. Request for exceptions must be submitted to the building administrator prior to the anticipated member absence and/or late arrival or early leaving. Salary deduction will be made on a per diem basis or a prorated share thereof, for unapproved absence, late arrival or early leaving. Members shall not leave the buildings to which they are assigned during class, preparation periods and assignments without the consent of the building principal.

F. The parties recognize the legal obligation of the District to provide smoke-free buildings. Therefore, the parties agree as follows:

1. All District buildings shall be smoke free.
2. Violations of the smoke-free rules within a building may result in regular disciplinary action and be processed through the regular contract channels, or, upon the first infraction, at the employee's option, the District will provide an approved and generally recognized Stop Smoking Clinic for that employee at District expense, provided one is available locally.

G. Members are expected to dress in a manner which is appropriate to their assignment.

Article 18 – Preparation Period

- A. All employees will be provided preparation time within the student contact day.
- B. Elementary Preparation Time: Each day elementary teachers will have at least sixty (60) continuous minutes for preparation. Whenever possible this continuous preparation time will be ninety (90) minutes.
 - 1. During a typical week, a minimum of thirty (30) continuous minutes of preparation time will be provided during the student contact day at least three days per week.
 - 2. In the event preparation time is lost due to the scheduling of building activities (e.g., assemblies or bus drills) the affected member will receive either accrual of compensatory time or the preparation time restored within the next full week of school after losing the preparation time. (This does not apply to events such as Mini-Marathon and Outdoor Ed.)
- C. Middle and High School Preparation Time: Each day middle and high school teachers will have no less than one normal class period of preparation time each day. Schools on a block schedule shall provide preparation time equal to that agreed above during the week.
- D. Because the 6-8th grade CAMP teacher(s) at Hanby Middle School are teaching in a self-contained, multiple subject format and the elementary preparation time outlined Section B better suits their needs, these teachers shall receive the preparation time that is outlined for elementary teachers in Section B rather than the preparation time for middle school teachers that is outlined in Section C.
- E. The District shall not schedule meetings or other appointments for teachers during this time. The District will annually allocate a minimum of twenty-seven (27) substitute half days to be used to allow teachers to attend IEP, SST, etc. meetings occurring during the school day. Each year, the Labor-Management Committee will determine how these days will be allocated to each elementary school. Allocation will be based on programs and enrollment at each school for the year. (For example, for the 2014-2015 school year, allocation will be: 6 half day subs for MRE, 8 half day subs at CPE, 6 half day subs at JES, 3 half day subs at SVE and 4 half day subs at PES). Teachers shall assume responsibility for timely parent contacts. However, at the District's discretion, twelve (12) days per year may be used for meetings, no more than three (3) to be consecutive.

Article 19 – Substitute Teachers

- A. In the event of a teacher’s absence, the teacher to be replaced shall be given the opportunity to recommend a substitute from the list and/or database of substitutes maintained by the District. The right to secure a substitute, however, shall rest with the appropriate supervisor.

- B. In the case of extreme emergency, when a substitute is required and one is not available, members supervising another member’s class, while simultaneously supervising their own class, will receive the District substitute rate. If supervising the class for less than a full day, the substitute rate will be prorated for the amount of time the supervision occurs. If more than one member shares supervisory duties when a substitute is not available, the substitute pay will be split among the members supervising.

Article 20 – Unsafe or Unhealthy Conditions

There will be no reprisals of any kind against a bargaining unit member in reporting any unsafe or unhealthy conditions to the Superintendent directly or thereafter to any appropriate state or federal agency.

The labor-management committee will create a system notifying members of the resolution for a reported unsafe or unhealthy condition.

Article 21 – Paid Leaves of Absence

All contracted licensed members shall be entitled to the following temporary non-accumulative leaves of absence with full pay each year. The member shall submit to the principal complete lesson plans, seating charts and grade books or any other items necessary for the effective conduct of the class, as a prerequisite for the principal granting leave. In the event of a sub shortage, teachers with a pre-approved leave will not be called back.

A. Personal Leave

Five days leave of absence per year for personal matters which require absence during work hours, non-accumulative as follows:

1. Notwithstanding the above paragraph, three days of the member's choice for which they pay the cost of a substitute irrespective of whether a substitute is hired. These days are entirely discretionary with the member as to the reason for taking such leave. No reason need be given the District, only that such leave is being taken under this subsection.
2. Two paid days for personal, legal, business or religious matters which require absence during work hours. The reason for taking such leave shall be given the principal but particulars of the reason need not be specified. Members shall receive \$100 for each unused personal day in August paychecks each year.
3. In either of the above categories:
 - a. Notice will be given five (5) days in advance to the principal in writing except in the case of an emergency. In an emergency, notice will be given as soon as possible.
 - b. No personal leave will be granted on the day immediately preceding or immediately following school vacation periods or holidays except pursuant to paragraph 1 (above) whereby the member pays the cost of a substitute, uses accumulated comp time or unless approved by the immediate supervisor. If the building administrator denies the leave, it may be appealed to Labor Management.

B. Legal Leave

Legal leave will be granted for any appearance in any legal proceeding connected with the member's employment or with the school system if the member is required by law to attend. They shall not be required to relinquish any compensation received for mileage.

C. Jury Duty Leave

An employee will be granted leave with pay for service upon a jury. The member shall receive their normal District salary and shall endorse their check for such jury duty over to the District. They shall not be required to relinquish any compensation received for mileage.

D. Bereavement Leave

Employees in the bargaining unit shall have available five (5) days bereavement leave. Bereavement leave shall not be accumulative. Employees on bereavement leave shall receive compensation as though

that employee worked for that period. All other benefits shall also continue for the period of bereavement leave. Bereavement leave shall be available for the death of a member of the employee's immediate family, or a death of a member of the employee's spouse's immediate family, or a guardian or a person who served as a guardian without the legal designation for the employee.

"Immediate family" as used in this Section shall mean child, grandchild, spouse, domestic partner, parent, brother, sister or grandparent. However, for good cause shown, and within the discretion of a supervisor, a person not bearing any of the relationships specified by these terms, to an employee may be considered within such employee's immediate family for the purpose of effectuating the spirit and purpose of such aforesaid section.

District shall comply with the Oregon Family Leave Act (OFLA) and OR Sick Time regarding bereavement leave. The paid bereavement in this section shall run concurrently with leave under OFLA and OR Sick Time.

The definition of family members is different under OFLA than the definition of "immediate" in the section above. The additional leave under OFLA will only apply for family members defined under the law.

E. Sabbatical Leave

A member who has completed at least seven (7) years of service in the District shall be eligible for sabbatical leave for one school year at fifty percent (50%) of their salary. The granting of a sabbatical leave shall be the decision of the School Board. Upon return from sabbatical leave, a member shall be obligated to serve three (3) years in the District and be placed on the salary schedule at the level that they would have achieved had they remained actively employed in the District during the period of their absence. The Board reserves the right to position placement on their return to the District. The employee shall have the right to file a grievance. Not more than two (2) members per year may be on sabbatical leave.

F. Temporary Military Leave

For members on temporary military leave who have been employed by the District for less than six months, the District may deduct the actual cost of a substitute for each day the employee is absent. For members on temporary military leave during the school year who have been employed by the District for six months or more, the District shall provide fifteen (15) paid Military Leave days per year. The District may deduct the actual cost of a substitute for each day after the 15th day that the member is absent.

G. Professional Development

1. Attendance at educational conferences/workshops must receive prior approval of the Superintendent or their designee if the employee is to receive reimbursement for expenses. Reimbursement will be in accordance with written District procedures.
2. If not approved as noted in 1 above, members may attend educational conferences/workshops reasonably related to their assignment and at their own expense, however, they shall have wages equal to substitute pay only deducted from their salary.

H. Parental Leave

The District shall comply with the requirements of both state and federal parental leave statutes.

Article 22 – Unpaid Leaves

A. Child Care

At the request of the member, childcare leave will be granted for permanent members for up to one (1) year. Unless emergency medical conditions exist, childcare leave must be applied for at least three (3) months in advance and will begin only at the beginning of a school year or at a trimester or semester break.

B. Unpaid Personal Leave

A member may be granted, at the discretion of the District, leave of absence without pay not exceeding one (1) school year for personal reasons. No advancement on the salary schedule will be given for leaves taken under this category. A member granted personal leave must notify the District by February 1st of the leave year of their intent to return to the District. Upon return, a position fitting the staff member's qualifications will be available. Denial of a leave request under this paragraph is not subject to grievance.

C. Discretionary Leave

The Board in its discretion may grant other unpaid leaves upon written request stating the reason therefore. Denial of a request is not subject to grievance.

D. The District agrees that persons taking any unpaid leave may continue on all insurance programs at the employee's expense provided the insurer's contract so extends the coverage. No other benefits or leaves may be taken or accrued while on unpaid leave save and except for sick leave as is provided in Article 23.

Article 23 – Sick Leave

Sick leave may be used pursuant to district policy and for purposes identified in the Oregon Family Leave Act and/or the Federal Family Medical Leave Act, ORS 332.507, and ORS 653.616. All leaves will run concurrently, unless otherwise provided for under law.

Family member has the meaning given that term in ORS 659A.150.

In the event of a sub shortage, teachers with a preapproved or unplanned leave will not be called back.

A. Number of Sick Leave Days

All members shall be granted ten (10) days sick leave during each school year. Sick leave shall be credited to said members on the first day taught of the fall semester. In case of members who begin service after the beginning of the school year, sick leave shall be credited on the first day of active teaching service and shall consist of one (1) day for each school month remaining in the school year.

B. Accumulated Sick Leave

Sick leave days may be accumulated by probationary and permanent members only if not used in the year for which granted. Total sick leave which can be accumulated by any member under this Agreement for sick leave shall be unlimited.

C. Transfer of Sick Leave

Sick leave accumulated in any other Oregon school district shall be transferred to District 6. This transferred sick leave shall not be utilized within the first thirty (30) days of the member's employment.

D. Notice of Absence

When a member will be absent from work, they shall give notice to the principal, or the person designated by the Superintendent to receive such notice. If the absence is for more than one day, the principal will be notified of the probable date of return. The principal may require substantiation of said illness.

E. Returning from Illness

A member returning from any illness, whether or not sick leave benefits have been paid, may be required to submit to a medical examination at the expense of the Board or furnish a medical doctor's certificate of health prior to returning to work.

F. Sick Leave Bank

Upon request by the Council, the Board will allow a voluntary transfer of accumulated sick leave to a maximum of one (1) day per bargaining unit member, which may be given to a member for special circumstances. The special circumstances shall be determined by a committee of the Council and Superintendent. Members who are eligible, must apply for long-term disability.

H. Extended Insurance Benefit

If an employee or their immediate family member has a serious medical condition, has exhausted leave options under this Article, provides medical documentation, and applies for unpaid leave (pursuant to Article 22 C) the District will use the following criteria to approve the leave:

1. Leaves will be approved, when possible, according to natural breaks in the school year so that the leave and return is least disruptive to the educational environment. Natural breaks include trimester or semester breaks, Thanksgiving, Christmas or Spring Breaks. Other unique circumstances will be considered.
2. If an unpaid leave is used to extend the leave, the District will pay up to two (2) months of medical insurance during the unpaid leave period. To determine a District paid month of insurance coverage the employee must work a minimum of ten (10) days during that month.
3. Example (not all inclusive)
 - a. An employee takes 12 weeks of family medical leave beginning on October 6, 2008. The 12 weeks would end January 9, 2009. The employee asks to extend the leave until March 30 (which is the first day after Spring Break). The District would pay the medical insurance in October, November and December under FMLA/OFLA. Under the above Agreement the District would extend the insurance coverage for January and February. Since the employee does not work ten (10) days in March, the employee would be required to pay the insurance premium in March.

Article 24 – Vacancies and Transfer

A. Vacancies

A vacancy shall be defined for purposes of this contract as a situation where a vacant position was previously held by a member of the bargaining unit or a new position under the jurisdiction of the Agreement is created and the Board desires to fill such vacancy.

B. Notice of Vacancy

When a vacancy and/or vacancies occur, the Superintendent or their designee shall inform, in writing, the Council's local representative. The District shall e-mail each member, post on the District's website and post one (1) copy in each District building, including the District office for vacancies occurring during the school year. The notice shall be posted for no less than five (5) working days. Between the last day of school and October 1, the posting requirement shall be reduced to five (5) days. If the vacancy occurs during the school year, members will have five (5) working days to apply for transfer.

C. Voluntary Transfer to Fill a Vacancy

1. By April 1st of each year, Student Wellness Specialists (SWS) and building administrators will meet to discuss SWS job responsibilities for the subsequent year.
2. Members who desire to change grade and/or subject assignment or who desire to transfer to another building shall file a written statement of such desire with the Superintendent. Such statement will include the grade and/or subject to which the member desires to be assigned and the school or schools to which they desire to be transferred, in order of preference.
3. If a member's request for a voluntary transfer has been denied, they will, upon request, receive a written explanation of the reasons therefore from the Superintendent or their designee. The District's reasons are not grievable.
4. The District will first consider but will not be required to transfer current members of the bargaining unit before new hires in filling vacant positions. It is understood that the decision by the District in this matter is final and not subject to grievance.
5. If requested in writing during the posting period, bargaining unit members who hold proper license for the position, including temporary members, will be interviewed for a vacant position prior to filling the position.

D. Involuntary Transfer

1. When a member is being involuntarily transferred, they will have the opportunity to make known to the appropriate administrators their wishes regarding the new assignment.
2. If at all possible, notice of an involuntary transfer or classroom reassignment will be given to the member by June 1. In the event conditions require changes in assignments during the last five (5) days of the work year or thereafter, the District agrees to provide such member with up to three (3) paid days exclusive of scheduled in-service prior to assuming the new assignment.

3. An involuntary transfer will be made only after opportunity for a meeting between the member and administrator, at which time the member will be notified of the specific reasons for the transfer. The District's reasons are not grievable; however, no person shall be transferred for disciplinary reasons.
4. Normally, no member shall be subject to an involuntary transfer more than two times during any five-year period.
5. No member shall be involuntarily transferred to a position for which they lack proper license or professional training, highly qualified status or a willingness to achieve highly qualified status.
6. Members involuntarily transferred shall be considered prior to any new hire for any vacancy that occurs within one year of their involuntary transfer, provided they are qualified and endorsed for such position. However, the final decision remains with the District and is not subject to grievance.
 - a. Provided the member was involuntarily transferred for evaluation/supervisory considerations, the above provision shall not include a vacancy in the school from which the member was involuntarily transferred.
7. An involuntary transfer is defined as moving a member from their current building to another building. A member reassigned to a different position within the building for which they are properly licensed is considered a reassignment. When using a Small Schools model for instruction, each individual small school shall be considered a separate building.

Article 25 – Reduction in Force

A. Definitions

1. Seniority: Seniority will be determined for retention of members based on the first day of actual service with the District. Ties will be broken by drawing lots. Each year new employees will draw lots during the first week of work.
2. Unit: A unit description for layoff purposes only shall be District-wide as follows:
 - a. Grade level: Elementary K-5, secondary 6-12, or K-12.
 - b. Specific license within the levels as required for the position.
3. Reduction in Force: When the number of employees in a unit, less the number of resignations and retirements, exceeds the number of positions approved by the District for that unit.
4. Competence: Competence shall be defined as demonstrated ability to teach at the elementary or secondary level. Successful evaluations shall be evidence of demonstrated ability. A successful evaluation is one which does not result in a member being placed on a Program of Assistance for Improvement or has been given notice of termination at time of layoff.

B. Reduction Notice

If the District is contemplating a layoff of any members of the bargaining unit, it will notify the Council as soon as the need for such a reduction is determined by Board resolution. Such notice will be in writing and will include the specific positions to be affected, the proposed time schedule and the reasons for the proposed action. Such reasons within the law shall not be grievable. Upon request, and prior to the layoff, the District will discuss with and receive input regarding the layoff from the Council. Reduction in force shall be accomplished under the procedures and standards of ORS 342.934, as in force at the time of the need for reduction in force of employees in the bargaining unit.

C. Seniority List to Council

Following adoption of a board resolution determining a need for a reduction in force, the Superintendent will provide the Council with a list showing the seniority, as defined in this article, of each member.

1. After the District has provided a list showing each member's seniority to the Council, those staff members whose performance does not meet the definition of competence as outlined in section A.4 may be laid off.
2. After one (1) above, layoff shall be accomplished by notifying in writing the least senior member(s) in the affected unit(s) in order of their seniority. The notice shall state that the action constitutes a non-personal termination of employment. It shall state the effective date of such termination, describe the member's fringe benefits which may exist during a time following the termination, and shall guarantee that, upon recall as outlined below, the member shall be restored to all benefits, privileges, and status of the contract then in effect between the District and the Council.

3. Seniority shall accrue only to those individuals while serving in a bargaining unit job. No seniority shall be granted for any work outside the recognized unit. Seniority shall accrue for continuous, uninterrupted service in the District. Approved leaves of absence shall not constitute a break in service. No year of experience shall be granted for approved leaves unless the employee received compensation from the District while on such leave.
4. Employees laid off in accordance with the terms provided in this Agreement shall receive full paid fringe benefits as provided in Article 28 - Insurance of this Agreement for one (1) month following the month their benefits would normally have terminated as a result of the service to the District, and provided that employee does not secure employment in another job which provides some form of paid medical insurance.

D. Layoff Pool

Persons notified in sections 2, 3 and 4 above will be placed in a layoff pool which shall exist throughout the period of recall as defined below. Those persons in the layoff pool may replace a member in any unit at the time of placement in the pool within the District who has less seniority, provided that they are deemed competent and qualified by licensure to hold such position. Those members deemed competent who are subject to layoff may be required to undergo training if they are to displace a less senior member in an area for which they have no prior experience but hold appropriate licensure (i.e., reassignment from elementary to secondary or vice versa, subject area change at the secondary level, and special education to regular education or vice versa). There can be no combining a position for which the member is qualified with a position for which the member is not qualified. Persons replaced as a result of this shall have rights as granted herein. This section shall be modified only by the minimum requirements.

E. Recall Procedure

If, within twenty-seven (27) months of layoff, a vacancy or vacancies occur within the District, laid-off employees shall be recalled in the inverse order of layoff to fill such vacancies for which they are deemed competent and qualified by licensure.

At the time of layoff the District shall provide the laid-off members the opportunity to express in writing their desire to return to the District. At the time of layoff the member will provide the District with the address to which recall notices should be sent. In the event of a recall, the District shall notify a member of recall by certified return receipt letter. The member shall have sixteen (16) calendar days from the mailing of such notice to accept the position. In the event of a summer recall, the affected members shall report for duty within sixteen (16) days from the receipt of the recall letter or on the opening day of in-service, whichever is later. However, the member will have sixty (60) days to report for duty when employed by another Oregon school district and that district will not release the member from their position. Failure of the member to respond within the time limit specified herein shall terminate their right of recall.

In the case of a District-wide closure for budgetary reasons, those members released will be offered the opportunity to return to their previous positions, if they still exist, when schools re-open. Members whose positions have been eliminated due to budgetary/program changes relative to school closure will be subject to the layoff and recall procedures specified above.

Article 26 – Professional Growth Fund/Staff Development

- A. The District agrees to provide \$10,000 per year in a professional growth fund for the professional development of District 6 licensed personnel. The Labor-Management Committee will establish criteria and procedures for how teachers can access the fund.
- B. The District agrees to provide a mentoring program aligned to the requirement of Title IIA Improving Teacher Quality. The District will offer mentoring to every teacher who is within two (2) years of entering the profession and any teacher whom the District believes could benefit from a mentor. The mentor must be mutually agreed upon by the teacher and the District. A mentor will be provided by the District as outlined in this Section. Mentors working with first year teachers will be paid \$1,000 stipend per school year they serve as a mentor. The stipend will be pro-rated for any employee who serves less than a full school year as a mentor.
- C. Each second-year teacher shall be allocated \$750, to be used by June 1st, which can be used for their choice of one of the following:
 - 1) Apply towards a mentor stipend; or
 - 2) In coordination with their building admin, their choice of Professional Development, release time such as time to attend professional development or observe a class, resources, or submission of proposal for use of funds.

Article 27 – Retirement Pay and Incentives

A. Severance Pay

1. The District agrees to pay any member who voluntarily resigns or retires from the District at a rate as follows:

50% of ending month's salary after 10 years service
75% of ending month's salary after 15 years service
100% of ending month's salary after 20 years service
2. This is a one-time payment given at the conclusion of the member's term of service with the District.
3. Severance pay is not payable to persons electing the benefits of Retirement Incentive hereafter provided in Paragraph B.

B. Retirement Incentive

1. For bargaining unit members who have obtained PERS retirement eligibility and who, as of June 30, 2007, have a minimum of thirteen (13) years of experience with the District in a licensed position, such member may voluntarily elect the option of the following early retirement benefit.

The District will pay such retiree or for their benefit the following:

- a. The premiums necessary to provide medical-hospital-dental insurance equivalent to that provided bargaining unit members until he or she receives 120 payments or becomes eligible for Medicare, whichever shall first occur, if the insurer of the bargaining unit members will provide the coverage. Such insurance coverage shall not exceed 120 months, however.
2. For bargaining unit members who have obtained PERS retirement eligibility and who, as of June 30, 2007, have less than thirteen (13) years but at least eight (8) years of experience with the District in a licensed position, such member may voluntarily elect one of two possible options as an early retirement benefit.

The District will pay such retiree or for their benefit the following:

- a. Option 1:

The District will provide the same dollar amount to retirees as that amount received by the active employees in the bargaining unit for medical-hospital-dental insurance equivalent to that provided bargaining unit members until he or she receives 120 payments or becomes eligible for Medicare, whichever shall first occur, if the insurer of the bargaining unit members will provide the coverage. Such insurance coverage shall not exceed 120 months, however.

b. Option 2:

Employee is eligible to receive up to a seventy-dollar (\$70) per month matching contribution by the employer to a tax-sheltered annuity or VEBA program.

- c. Employees will need to notify the District of which option they are electing to participate in no later than June 1, 2008. Once the employee has made an election of which early retirement benefit they wish to participate in, the choice shall be final and not subject to change in the future.
3. Beginning with the 2008-09 contract year bargaining unit members who, as of June 30, 2007, have less than eight (8) years but at least three (3) years of service with the District shall be eligible to participate in a deferred compensation program.
- a. Employees are eligible to receive up to a fifty dollar (\$50) per month in a matching contribution by the employer to a tax-sheltered annuity or VEBA program.
- b. The employee's contribution will be matched dollar for dollar by the District to a maximum of fifty dollars (\$50).
4. Beginning with the 2008-09 contract year members not qualifying for the early retirement incentive program (Sections 1 and 2) or the deferred compensation program in Section 3 shall be eligible to participate in the deferred compensation program once they have completed their third year of service.
- a. Employee is eligible to receive up to a fifty dollar (\$50) per month matching contribution by the employer to a tax-sheltered annuity or VEBA program.
- b. The employee's contribution will be matched dollar for dollar by the District to a maximum of fifty dollars (\$50) per month.
5. Any current employees eligible under the Early Retirement Benefit in the 2004-2007 collective bargaining Agreement may give notice of retirement by August 31, 2007, and receive all benefits outlined in the 2004-2007 collective bargaining Agreement.

Article 28 – Insurance

A. For 2022-2023, the District will contribute the amounts listed below monthly, toward the following insurance program:

1. Full family Medical Coverage
2. Full Family Dental Coverage
3. Vision coverage for current members and retirees.

Moda Plan 1 - \$1,505
Moda Plan 2 - \$1,505
Moda Plan 3 - \$1,505
Moda Plan 4 - \$1,579
Moda Plan 5 - \$1,570
Moda Plan 6 - \$1,717
Moda Plan 7 - \$1,623

The District’s monthly contributions for the 2023-2024 school year is subject to negotiations that will occur during the contract re-opener in 2023.

B. The District shall deduct from the monthly paychecks of all bargaining unit members, the premium necessary to provide Long Term Disability Income Protection:

Sixty percent (60%) of gross monthly salary to a maximum of \$2000 after a 90-day elimination period. Primary Social Security offset.

The foregoing fringe benefits will continue to be provided through the Oregon Educator Benefit Board (OEBB).

C. It is recognized that the insurance year runs October 1 through September 30.

D. The Association will select the insurance carrier.

E. During the contract duration, the parties agree to work cooperatively to seek methods to reduce premium costs while maintaining the current level of benefits.

F. Opt Out Program:

Members who demonstrate they have health insurance coverage under a qualifying employer sponsored group medical plan, may elect to Opt Out of District offered insurance coverage. The District will contribute \$600.00 monthly to the Section 125 account of eligible members who elect to opt out of medical, dental, and vision coverage.

An employee participating in the Opt Out Program may elect for a Section 125 account contributions described in this section to be applied toward any benefit that may be available under the District’s applicable Section 125 plan (for example, health flexible spending arrangement and/or dependent case

assistance plan), or the employee may elect to receive up to one hundred percent (100%) of the contribution as taxable compensation.

The District will comply with all federal requirements to insure that its Section 125 plan does not lose its exempt status. The terms of the District's Section 125 plan document (as applicable), as well as the applicable rules, restrictions and limitation of OEGB, the insurance carrier and the District's chosen Section 125 plan administrator.

G. HSA

Health Savings Account (HSA):

Beginning 10/1/2014, a benefit eligible employee who selects the OEGB HSA eligible medical insurance plan, and who is eligible to participate in an HSA, will receive a district contribution to their HSA account.

1. The District shall contribute the difference between the employee's medical, dental, vision and life insurance and the district insurance cap, up to the maximum allowed by federal regulations.
2. Employees may also make contributions to the HSA, pre-tax, up to the maximum allowed by federal regulations.

Article 29 – Professional Salaries

A. Salary Schedule

Basic salaries for members shall be as set forth in Appendix A, A-1, A-2, and A-3 which are attached and incorporated into this Agreement.

B. The member shall be awarded full credit for teaching or experience in their field outside of the District up to the maximum step on the salary schedule.

C. Members will be paid on the 20th day of each month or on the last working day, whichever is earlier. During the summer period, checks will be mailed on the 20th day of each month to the designated address of each employee.

D. Any balance in the Board's contractual salary, due to a member not returning to the District, shall be paid on the last day of the school term, unless otherwise provided by the written consent of the member providing money is available.

E. Written notice of additional college credit shall be given to the District business office by the member by September 15th and the horizontal move then will be made. The official grade transcript must be furnished to the District by October 15th. If not furnished as provided herein, the horizontal move will be reversed and the member will reimburse the District for the overpayment by salary deduction or cash payment. The means of reimbursement will be at the District's discretion. Such classes shall be reasonably related to that member's professional improvement, assignment and/or potential assignment.

F. PERS/OPSRP

1. The District shall not withhold from members' monthly salaries the employee contributions/payments required by ORS 238.200 and section 32 of HB 2020 (72nd Leg. Session, 2003).
2. The District's shall "pick-up" the six percent (6%) employee contribution required by ORS 238.200. The full amount of required employee contributions/payments "picked-up" pursuant to this Section shall be considered as "salary" within the meaning of ORS 238.005 (26) (a) and ORS 238A.005(17)(b)(F) with respect to PERS/OPSRP for the purpose of computing an employee member's "final average salary" within the meaning of ORS 238.005 (9) and ORS 238A.130. Any amount picked up shall be considered to be employee contributions for all purposes under Chapter 238 and 238A. Pursuant to ORS 238A.352(2)(a), the parties agree that employee compensation has been reduced in order to generate the funds needed to make these employee contributions; the employer will file any required notices with the Public Employees Retirement Board.
3. In the event that during the life of this Agreement it becomes impossible for reasons of law, regulation or decisions of the courts for the District to make contributions/payments to PERS/OPSRP on behalf of employees as described in Section B2, above, then:
 - a. 5.8 percent (5.8%) shall be added to the base salary and the salary schedule shall be recomputed on the same index to be effective prospectively;

- b. The District shall be relieved of its obligation to otherwise pick-up, assume, and pay the six percent (6%) employee contribution/payment required by ORS 238.200; and,
 - c. The District agrees to adopt a School Board resolution to make an election under IRS Codes to allow a pre-tax deduction of the six percent (6%) employee contribution/payment required by ORS 238.200. Such deduction shall be made from each employee's pre-tax gross wages.
4. Should changes in law regulation or decisions of the courts, reduce or limit the allowable District contribution/payments to PERS/OPSRP on behalf of employees to less than six percent (6%), the difference shall be added to the base salary and the salary schedule shall be recomputed on the same index to be effective prospectively. Sections 3a and 3b, above, shall than be enacted using the corresponding percentage/dollar amounts.
- G. Credits earned beyond the award of a baccalaureate degree will be used to determine quarter hours of credit on the salary schedule for all hires after July 1, 1976.
- H. Certification of earned credits earned after June 1, 1977, shall be by official transcript(s) filed in the District office.
- In a case where a disagreement arises over credits earned prior to June 1, 1977, the employee may be asked to submit additional official transcripts, and credits earned shall be granted provided the employee has met the requirements of G and H above.
- I. Salary Payments
- 1. Licensed employees shall be paid for the ensuing school year in twelve (12) equal payments unless they are employed after September 15.
 - 2. Employees hired after September 15 shall be paid monthly in equal installments so as to complete payment of compensation due them by August 30.
 - 3. Employees may request, prior to May 15, to be paid the remainder of their salary between 7-1 and 7-10 upon completion of their 190 day contract provided funds are available to the District without having to borrow funds.
 - 4. Half time employees will be paid their regular rate of pay for time spent on in-service or other District required activities up to half time. Time required by the District beyond half time will result in compensation at substitutes' rate of pay.
- J. School Improvement Pay
- 1. If not done as a part of the members' normally assigned duties, at the District's discretion, school improvement work, including scoring of assessments, shall be paid at either curriculum pay rates, comp time or a substitute may be hired to provide release time.

K. Service Premium Pay

For any bargaining unit member who has completed ten (10) years or more in District 6, and who has completed the BA+75 at Step 14 on the salary schedule, starting in their 11th year of service in District 6, they shall receive six percent (6%) of the base salary annually. Such payment shall be made by separate check paid to eligible employees by January payroll of each year.

L. Masters Level Pay

Stipends for those bargaining unit members eligible for the Master level pay shall be five percent (5%) of the base salary annually.

M. PhD Level Pay

Stipends for those bargaining unit members eligible for the PhD level pay shall be ten percent (10%) of the base salary annually.

N. For members with a Bachelor's in Nursing, advancement on the salary schedule may be based on Professional Development Units (PDUs) equivalent to college credit, up to a maximum of 30 credits. In order to substitute PDUs for college credit, fifteen (15) clock hours of PDU's will equate to one (1) college credit. Employees must provide certification of completion as verification for each clock hour submitted. The certificate must indicate the number of clock hours and identify subject area and date of attendance. Credit conversion shall not apply to any credits earned beyond BA+30. Advancement on the pay scale beyond BA+30 is pursuant to section E above.

Article 30 – Extra Compensatory Duty

- A. The Extra Compensatory Duty salary schedule shall be used in determining extra duty salaries for staff members. These shall be considered in addition to the basic salary schedule and shall apply to the full time necessary to complete extra duty(ies) connected with the member’s employment in an extra compensatory duty capacity. The Extra Compensatory Duty salary schedule is attached as Appendix B, and hereby made a part of this Agreement. Salaries are based on the percentage shown applied to the Appendix A base salary for the appropriate year.
- B. Persons filling Extra Duty assignments shall receive two (2) days paid sick leave per assignment each year. Persons shall suffer loss of pay equal to the actual cost of replacement for absences beyond two days.

Article 31 – Job Sharing

- A. For the purposes of this Agreement, job sharing shall mean the voluntary occupation, at District discretion, of a single staff position by two (2) currently employed individuals with each assignment the equivalent total of 100 full contract days for each staff member.
1. Job sharing may continue from year to year by requests made prior to February 1, and at the discretion of the District, the Council and with the approval of the members involved. However, at the termination of the job sharing each member shall return to the same status (i.e., permanent member status) they held prior to the shared position.
- B. Shared time positions will be compensated as follows:
1. Salary will be fifty percent (50%) of each member's regular annual salary. The experience and educational step for the member will be the same as they would be entitled to if employed on a full-time basis. This step will determine the base salary from which the salary fraction will be computed.
 2. Seniority will accrue to a person in a shared time position at $\frac{1}{2}$ the normal rate.
 3. Leaves will accrue at $\frac{1}{2}$ the normal rate.
 4. Division of the fringe benefit package shall be by written mutual agreement of the partners with District approval, however, the District shall not be liable for more than one fringe benefit package. Partners may continue on all benefit programs at their own expense.

Article 32 – Professional Development

A. School Site Councils

The District and the Council recognize that arrangements pursuant to which employees at individual schools are given increased responsibility for making decisions with regard to their day-to-day affairs (“site-based decision-making arrangements”) can foster the collegial exchange of ideas and information that is necessary for effective professional practice, and can improve the educational process. Accordingly, in order to encourage the development and implementation of site-based decision making arrangements in the District, the parties agree as follows:

1. The School Site Councils shall have the following composition:

No more than half the council may be members, and not more than half may be parents of students attending that school. The Site Council must include members, parents, at least one classified employee and the building principal or the principal’s designee.

Other members may include:

- a. students
- b. representative of the community at large

2. The member representative will be elected by a direct, open, secret ballot election of their licensed peers at the school from among all active members in that building. A designated SOBC representative will be present when ballots are counted. Any member may volunteer to be a nominee. After this election, a lot drawing will determine which half of the members are to serve one year and which two years. The parent(s), student(s) and community-at-large members will be selected by the other School Site Council members.

The District will appropriate not less than \$37.50 per member per year in the building for use by the Committee in carrying out its responsibilities. The Committee may expend this money for its own operating expenses and/or to fund site-based decision making arrangements at individual schools. Additional funds shall be subject to mutually agreed upon needs and the availability of budgeted funds. Application may be made to the District for additional funds subject to availability.

3. The School Site Council, in cooperation with the District office, may conduct a yearly site-based decision making orientation, effective meeting strategies and consensus development program.

4. To facilitate its staff development program, the School Site Council, yearly, shall be given one half (½) day of release time per each member in the school. The School Site Council shall allocate these days to help meet the staff development goals the School Site Council has established for the year.

5. Prior to the implementation of any site-based decision which significantly affects either program or people, the School Site Council will secure, by secret ballot and under rules established by the School Site Council, a 2/3 (66%) agreement of the employees voting.

6. If any aspect of a proposed site-based decision-making arrangement is contrary to the terms of the Collective Bargaining Agreement, Board Policy, state law and/or administrative regulation, said aspect will not be approved by the School Site Council unless a signed waiver is obtained from the SOBC, the Board and the appropriate agency. Said waiver must be in writing and must specify the provisions waived, the nature and duration of the waiver, and the employees affected by the waiver.
7. The purpose of a building site committee shall be to develop and work toward achieving building level programs, consistent with District policy, that will enhance learning outcomes for students, measure various levels of learning outcomes, improve processes to deliver services to students and improve elements common to strong school/community relationships. The central office shall provide support and research to the several committees within allocated resources. The District shall also provide expected descriptions of processes and common elements of successful programs.
8. Each site committee shall keep accurate minutes of its meetings and shall summarize those minutes and distribute the summary to staff.

Article 33 – Part-Time Employees

Duties and assignments for part time employees will be outlined by memorandum delivered to them. Where reasonably possible, it will include time schedules for preparation time and meeting requirements.

For team meetings and other required meetings, they will be compensated at substitute's hourly rate of pay. Voluntary time expended beyond this will not be compensated.

Article 34 – Student Discipline

- 1) When a student’s behavior interferes with the classroom instruction to the detriment of other students and the member, the member shall send the student(s) to the building’s designated location. The member shall communicate with the office regarding the incident, and all involved will follow the steps in the building discipline plan. The administrator or designee will communicate with the member prior to the student returning to class.
- 2) IEP, Section 504, and legal requirements in state and/or federal law will be considered regarding student discipline.

Article 35 – Duration of Agreement

- A. This Agreement shall be in full force and effect from July 1, 2022, to, and including, June 30, 2024, with the exception of Article 28. Article 28 shall be reopened for negotiation no later than May 1, 2023, and insurance benefits shall be negotiated for the 2023-2024 school year. The Agreement negotiated shall be reduced to writing after ratification by the parties.

- B. Notwithstanding the provisions of Article 35 - Duration of Agreement, Section 1 above stated and any other provision of this Agreement inconsistent herewith, the parties agree the following provisions shall not be reopened or modified and shall not expire unless both the District and the Council agree in writing to do so:
 - 1. Article 1 (C), (D), (F) - STATUS OF AGREEMENT
 - 2. Article 5 - NON-DISCRIMINATION
 - 3. Article 9 - GRIEVANCE PROCEDURE
 - 4. Article 2 (C) - MISCELLANEOUS PROVISIONS

Signatures

Executed this _____ day of _____, 2022, at Central Point, Oregon, by the undersigned officers of District 6 School Board and Administration on behalf of School District 6, Jackson County, Oregon and by the Southern Oregon Bargaining Council, on behalf of the members.

For the Council:

For the Board:

Council Representative

Board Chair

Local Association Representative

Superintendent-Clerk

Appendix A
2022-2023 Salary Schedule
4.15% COLA

	ZERO	15 CR HRS	30 CR HRS	45 CR HRS	60 CR HRS	75 CR HRS
ZERO	\$43,542.38	\$45,022.60	\$46,553.83	\$48,136.12	\$49,773.30	\$51,465.31
[Year 1]	\$45,022.60	\$46,553.83	\$48,136.12	\$49,773.30	\$51,465.31	\$53,214.77
[Year 2]	\$46,553.83	\$48,136.12	\$49,773.30	\$51,465.31	\$53,214.77	\$55,024.21
[Year 3]	\$48,136.12	\$49,773.30	\$51,465.31	\$53,214.77	\$55,024.21	\$56,894.88
[Year 4]	\$49,773.30	\$51,465.31	\$53,214.77	\$55,024.21	\$56,894.88	\$58,829.36
[Year 5]	\$51,465.31	\$53,214.77	\$55,024.21	\$56,894.88	\$58,829.36	\$60,830.19
[Year 6]	\$53,214.77	\$55,024.21	\$56,894.88	\$58,829.36	\$60,830.19	\$62,898.65
[Year 7]		\$56,894.88	\$58,829.36	\$60,830.19	\$62,898.65	\$65,037.31
[Year 8]		\$58,829.36	\$60,830.19	\$62,898.65	\$65,037.31	\$67,248.69
[Year 9]			\$62,898.65	\$65,037.31	\$67,248.69	\$69,534.08
[Year 10]			\$65,037.31	\$67,248.69	\$69,534.08	\$71,898.58
[Year 11]				\$69,534.08	\$71,898.58	\$74,343.48
[Year 12]				\$71,898.58	\$74,343.48	\$76,871.32
[Year 13]					\$76,871.32	\$79,484.65
[Year 14]					\$79,484.65	\$82,187.30

3.4% Step Increase

Master's Stipend - \$2,177.12

Premium Service Stipend - \$2,612.54

Appendix A-1
2023-2024 Salary Schedule
3% COLA

	ZERO	15 CR HRS	30 CR HRS	45 CR HRS	60 CR HRS	75 CR HRS
ZERO	\$44,848.65	\$46,373.27	\$47,950.45	\$49,580.20	\$51,266.50	\$53,009.27
[Year 1]	\$46,373.27	\$47,950.45	\$49,580.20	\$51,266.50	\$53,009.27	\$54,811.21
[Year 2]	\$47,950.45	\$49,580.20	\$51,266.50	\$53,009.27	\$54,811.21	\$56,674.93
[Year 3]	\$49,580.20	\$51,266.50	\$53,009.27	\$54,811.21	\$56,674.93	\$58,601.73
[Year 4]	\$51,266.50	\$53,009.27	\$54,811.21	\$56,674.93	\$58,601.73	\$60,594.25
[Year 5]	\$53,009.27	\$54,811.21	\$56,674.93	\$58,601.73	\$60,594.25	\$62,655.10
[Year 6]	\$54,811.21	\$56,674.93	\$58,601.73	\$60,594.25	\$62,655.10	\$64,785.61
[Year 7]		\$58,601.73	\$60,594.25	\$62,655.10	\$64,785.61	\$66,988.43
[Year 8]		\$60,594.25	\$62,655.10	\$64,785.61	\$66,988.43	\$69,266.15
[Year 9]			\$64,785.61	\$66,988.43	\$69,266.15	\$71,620.11
[Year 10]			\$66,988.43	\$69,266.15	\$71,620.11	\$74,055.54
[Year 11]				\$71,620.11	\$74,055.54	\$76,573.79
[Year 12]				\$74,055.54	\$76,573.79	\$79,177.46
[Year 13]					\$79,177.46	\$81,869.19
[Year 14]					\$81,869.19	\$84,652.92

3.4% Step Increase

Master's Stipend - \$2,242.43

Premium Service Stipend - \$2,690.92

Appendix A – 2
 2022-2023 Specialist Salary Schedule
 4.15% COLA

School Psychologist, Speech Language Pathologist, Occupational Therapist

	BA
[Year 0]	59,004.17
[Year 1]	61,010.53
[Year 2]	63,085.09
[Year 3]	65,229.05
[Year 4]	67,447.16
[Year 5]	69,740.67
[Year 6]	72,111.93
[Year 7]	74,563.37
[Year 8]	77,098.55
[Year 9]	79,719.86
[Year 10]	82,430.91
[Year 11]	85,232.88
[Year 12]	88,130.57
[Year 13]	91,127.55
[Year 14]	94,226.24

Master’s Stipend - \$2,950.21
 3.4% Step Increase

Appendix A – 3
 2023-2024 Specialist Salary Schedule
 3% COLA

School Psychologist, Speech Language Pathologist, Occupational Therapist

	BA
[Year 0]	60,774.29
[Year 1]	62,840.85
[Year 2]	64,977.65
[Year 3]	67,185.92
[Year 4]	69,470.58
[Year 5]	71,832.89
[Year 6]	74,275.29
[Year 7]	76,800.27
[Year 8]	79,411.50
[Year 9]	82,111.46
[Year 10]	84,903.84
[Year 11]	87,789.86
[Year 12]	90,774.49
[Year 13]	93,861.38
[Year 14]	97,053.02

Master's Stipend - \$3,038.71
 3.4% Step Increase

Appendix B – Extra Compensatory Duty

A. Committee

1. By March 31 of each year, in lieu of the requirement to bargain during the term of this Agreement on (a) and (b) below, an Extra Compensatory Duty Committee, consisting of at least one Council appointed person from an elementary, a middle school and the high school one of which receives extra compensatory pay, the High School Athletic Director, and two District Administrators appointed by the Superintendent, will function, using the consensus model, for the purpose of determining:
 - a. Upward changes of index factors
 - b. Index factors for new extra duty positions
2. Job classifications on the extra compensatory schedule for an extra compensatory duty will be reviewed each year by the ECDC. Recommendations to the District and the Council for changes in index factors will be based on the following criteria:
 - a. Length of season or responsibility
 - b. Liability factor of sport or activity
 - c. Average number of hours required in addition to the regular workday, including preparation, evaluation and substantial activities related to the assignment.
 - d. Average number of students per coach or advisor.
 - e. OSAA sanctioned play-offs or meets

B. Extra Compensatory Placement

1. Persons not currently on the extra compensatory schedule may not be placed higher than step one. Exceptions:
 - a. High school head varsity coaches
 - b. Persons entering from another school or job with experience in the same extra duty or its equivalent. Placement of persons entering with experience will be determined by the administration, however no person may be placed higher than step three.

C. Evaluation

1. Middle school head coaches, and high school head coaches in each sport will be evaluated by their respective building principals and/or athletic director.

2. All other middle school and high coaches in each sport will be evaluated by the building principal with input from their respective head coaches and the athletic director.
3. Elementary coaches will be evaluated by their respective building principals.
4. Persons other than coaches will be evaluated by their immediate administrative supervisor.

D. Movement on the Schedule

1. After a positive evaluation has been completed, a person then advances horizontally to the next step on the schedule. If no evaluation was made, a person automatically advances horizontally to the next step on the schedule.
2. No person may advance more than two steps each year horizontally.
3. A person may stay at the same step for more than one year. This will be determined by the evaluation they receive.
4. Where responsibility is increased within the school year, a person may request to the ECDC an index change. Final index change will be determined by the ECDC and Superintendent.
5. Where a person changes to a new or different level of an activity or sport, they shall be placed on the level appropriate for the new assignment as determined by the member and the District but shall not regress in steps.

E. Substitute Teachers

1. All extra compensatory personnel will be provided a substitute if the extra duty requires a person to be removed from their normal teaching duties for one-half day or more.
2. In circumstances where no substitute is hired (less than ½ day) and members are asked to cover classes, the principal shall be responsible for requesting individuals to voluntarily cover those classes. (See Article 13 - Work Year (G)(6)).

F. Extended Teaching Duty Contracts

1. The purpose of this duty contract is to reduce class size in the secondary schools by allowing teachers to teach a class during their preparation period.

G. It is understood that acceptance of this duty contract shall be voluntary, and in no way sets precedence for the District to implement a mandatory extended period day.

- H. Teachers who accept an additional class period assignment shall be compensated at ten (10) percent of the base salary per semester or 6.67 percent of the base salary per trimester.
- I. Acceptance of an additional class period shall not obligate the teacher to teach the class beyond its normal ending period (term or semester).
- J. This extended day contract will be offered to current District 6 teachers or retired District 6 teachers.
- K. Failure of current or retired District 6 teachers to accept an extended duty contract shall result in the District posting the position. The position will then be filled by a temporary contract teacher.
- L. Extra and Extended Duty Contracts
1. Notice of extra and extended duty contracts or termination or non-renewal thereof will be given both the affected member and the Association by June 30 of a given school year.
 2. The District retains the right to fill or not fill any position.
 3. The District shall have the right to hire, non-renew or terminate head coaches' contracts annually subject only to the completion of the evaluation procedure contained in Section C above. Any relief pursuant to a grievance based on this provision will be limited to a requirement that the District complete and file the evaluation.
- M. Computation of Extra Compensatory Salaries
1. Salaries for extra compensatory personnel will be based on the index factors following each activity or sport. Extra duty index factors will be computed from the base salary on the salary schedule. This compensation is to be paid in addition to the member's regular salary as in accordance with Appendix B - Extra Compensatory Duty.
 2. Retroactive to July 1, 2021, coaches whose team(s) make the playoffs will be paid their daily rate of pay, based on their stipend listed under the Extra Duty Assignments of this Appendix, for additional days worked during the post-season. The number of additional days worked for each coach during the post-season will be determined by the Athletic Director.
 3. Any member requested by the District to do curriculum work outside the regular teaching day or number of contracted days will be compensated at a rate of \$30 per hour for the 2022-2023 school year and \$31 per hour for the 2023-2024 school year. Compensation shall be paid within thirty (30) days upon completion of the assignment.
 4. Provided funds are available, extra duty personnel will have the option of receiving compensation in one lump sum within thirty (30) days of completion of the assignment or

having the compensation divided into monthly payments and included in regular payroll. The option pertains to all extra duty contracts belonging to that employee.

5. Each year, administrators may identify critical functions of the school and/or program that require extra days to be worked by bargaining unit members. To the extent possible, by April 1st of each year, administrators will meet with the applicable bargaining unit member(s) to identify extra workdays that are needed and discuss the work that is to be completed on the extra days. The District shall notify the Association at the June Labor Management meeting of any additional days that are added and the job duties to be completed. These extra days worked will be paid at members' individual daily rate of pay.

N. Responsibility and Extended Contract Indices

1. Extended Contract Personnel

- a. Provided the member involved submits written documentation (such as summer work plans, schedules, or plans for activities) at least forty-five (45) days prior to the last day of school each year, they shall assume the maximum number of contract days listed below unless notified by the District thirty (30) days prior to the last school day.

Extra Duty Assignments

High School

Advisors

Athletic Director	.140
Dance Team	.040
Cheerleading (per season)	.050
Cheerleading Asst.	.040
Color Guard	.050
Extra-Curricular – Academic Advisor	.040
Examples: (Math Team, Brain Bowl, DECA, Speech Competition, Pentagames, MATHCOUNTS, etc.)	
Honor Society	.030
Natural Helpers	.030
Student Store	.040
TAG	.030
Event Coordinator (per season)	.105

Activities

	<u>1-2</u>	<u>3-4</u>	<u>5+</u>
Annual	.060	.080	.095
Drama	.060	.080	.095
Drama Assistance/Production	.040	.060	.075
Drama Assistant/Musical	.040	.060	.075
FFA	.090	.110	.125
FFA Asst.	.050	.070	.085
Instrumental Music*	.110	.130	.145
Instrumental Music Assistant	.030	.050	.065
Leadership	.090	.110	.125
PAC Coordinator	.060	.080	.115
Vocal Music	.090	.110	.125
Weight Training (per season)	.030	.050	.065
Student Government	.090	.110	.065

* Does not include Drama/Musical

Athletics

	<u>1-2</u>	<u>3-4</u>	<u>5+</u>
Baseball/Softball			
Head	.140	.160	.175
Assistant	.070	.090	.105
Head	.080	.100	.115
Freshman Head	.070	.090	.105
Basketball			
Head Varsity	.140	.160	.175
Assistant Varsity	.070	.090	.105

Head Jr. Varsity	.080	.100	.115
Head (C)	.080	.100	.115
Head 9	.070	.090	.105
Cross Country			
Head	.110	.130	.145
Asst.	.060	.080	.095
Football			
Head Varsity	.140	.160	.175
Asst. Varsity	.080	.100	.115
Head JV	.080	.100	.115
Head 9	.070	.090	.105
Asst. 9	.050	.070	.085
Golf			
Head	.070	.090	.105
Assistant	.050	.070	.085
Soccer			
Head	.110	.130	.145
Asst.	.060	.080	.095
Head JV	.070	.090	.105
Swim			
Head	.080	.100	.115
Assistant	.050	.070	.085
Track			
Head	.110	.130	.145
Asst.	.060	.080	.095
Volleyball			
Head	.140	.160	.175
Asst.	.070	.090	.105
Head J.V.	.080	.100	.115
JV2	.070	.090	.105
Wrestling			
Head	.140	.160	.175
Asst.	.080	.100	.115
Head 9	.070	.090	.105
Asst. 9	.050	.070	.085
Unified Sports	.040	.060	.075

Middle School

Advisors

Athletic Director	.055
Brain Bowl	.030
Honor Society	.030
Leadership	.040
Natural Helpers	.030
Student Store	.030
TAG	.030
Middle School Enrichment	.030

Activities

	<u>1-2</u>	<u>3-4</u>	<u>5+</u>
Annual	.040	.060	.075
Drama	.025	.045	.060
Drama Assistant/Musical	.015	.035	.050
Instrumental Music	.030	.050	.065
Vocal Music	.030	.050	.065
Weight Training (per season)	.030	.050	.065

Athletics

Basketball	
M.S. Head 7/8	.055
Cross Country	
M.S. Head	.055
M.S. Assistant	.045
Football	
M.S. Head 7/8	.055
M.S. Asst. 7/8	.045
Track	
M.S. Head 7/8	.055
M.S. Asst. 7/8	.045
Volleyball	
M.S. Head 7/8	.055
Wrestling	
M.S. Head 7/8	.055
M.S. Asst. 7/8	.045

Elementary

Outdoor School Advisor	.012
TAG Coordinator	.030
Volunteer/Event Coordinator	.030
Elementary Enrichment	.030
Mini-Marathon	.030

District

Summer Enrichment Coordinator	.065
Member (per week)	.010
Digital Learning Coordinator	.040

Extra Duty is defined as work that is required beyond the normal workday to complete. Any work scheduled within the normal workday will not be considered extra duty unless so defined by the job description.

In the case of a reduction in the new indexes, teachers who held an extra duty position in 04/05 who wish to continue in the position would be frozen at the dollar amount they made in 04/05 until the new index meets or exceeds that dollar amount.