

Phoenix-Talent Schools
and
Southern Oregon Bargaining Council

2023-2025

Agreement

Table of Contents

<i>Article</i>	<i>Page</i>
Article 1	1
Article 2	1
Article 3	2
Article 4	3
Article 5	3
Article 6	3
Article 7	5
Article 8	6
Article 9	8
Article 10	9
Article 11	10
Article 12	10
Article 13	10
Article 14	11
Article 15	12
Article 16	12
Article 17	14
Article 18	16
Article 19	19
Article 20	20
Article 21	21
Article 22	23
Article 23	23
Article 24	25
Article 25	27
Article 26	28
Article 27	28
Article 28	28
Article 29	29
Article 30	29
Article 31	29
Article 32	32
Article 33	33
Article 34	35
Article 35	36
Article 36	37
Article 37	37
Article 38	38
Article 39	38
Article 40	39
Article 41	40
Appendix A	41
Appendix A-1	42
Appendix A-2	43
Appendix A-3	44

Article 1 — Status of Agreement

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 working conditions of employment for TSPC licensed employees and Speech Language Pathologists (hereinafter referred to as “members”) included in the bargaining unit.

THIS AGREEMENT terminates and supersedes all past policies, rules, regulations, procedures and practices of the District concerning the matters covered herein. All conditions of employment, including, but not limited to, teaching hours, relief periods, leaves and general teaching conditions in effect prior to the effective date of this Agreement, are null and void. This Agreement shall not be interpreted or implied to provide members with benefits or other advantages heretofore enjoyed unless expressly stated herein.

RECOGNITION

- A. The Board recognizes the Southern Oregon Bargaining Council (hereafter known as the Council) as the exclusive collective bargaining representative for all regular full-time and regular part-time (half-time or more) members under contract to the District.
- B. Specifically excluded from the bargaining unit are the following employee classifications: Superintendent, Assistant Superintendent of Human Resources, Assistant Superintendent of Teaching and Learning, Principals, Assistant Principals, High School Athletic Director, Confidential Employees, and Substitute and Per Diem Teachers. Temporary teachers shall be afforded all contractual rights and benefits except as herein provided beginning on the first day of the month following thirty (30) workdays of continuous employment in District #4. Temporary teachers shall not be eligible for the provisions of Article 33 - Reduction in Force, 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.
- C. The purpose of this article is to recognize the right of the bargaining agent to represent members in the bargaining unit in negotiations with the Board. Granting of recognition is not to be construed as obligating the Board in any way to continue any functions or policies. The Board reserves the right to eliminate, modify, or create functions or policies and to create, combine or eliminate any positions as, in its judgment, is deemed necessary. There shall be two signed copies of the final agreement for the purpose of records. One shall be retained by the District and one by the Council.

Article 2 — Modifications to Collective Bargaining Agreement

- A. This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties.
- B. Should any provision of this Agreement be declared unlawful or unenforceable by legislative, administrative, or judicial authority, all other provisions in the agreement shall remain in full force and effect. At the request of either party, negotiations shall commence to find a mutually-satisfactory replacement for the unlawful or unenforceable provision.

Article 3 — District Functions

- A. It is recognized that the Board has and will continue to retain the rights and responsibilities to operate and manage the school system and its programs, facilities, properties and activities of its employees during normal school hours.
- B. It is expressly recognized that the Board's managerial and delegatory responsibilities include:
 - 1. The right to determine location of the schools and other facilities of the school system, including the right to establish new facilities and to relocate or close old facilities.
 - 2. The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures and public relations.
 - 3. The determination of the management, supervisory or administrative organization of each school or facility of the system, and the selection of employees for promotion to supervisory, management or administrative positions.
 - 4. The maintenance of discipline and control and use of the school system property and facilities.
 - 5. The determination of safety, health and property protection measures where legal responsibility of the board or other governmental unit is involved.
 - 6. The right to enforce the rules and regulations now in effect and to establish new rules and regulations from time to time not in conflict with this Agreement.
 - 7. The direction and arrangement of all the working forces in the system, including the right to hire, suspend, discharge or discipline, or transfer employees.
 - 8. The right to relieve employees from duty for poor, or unacceptable work, or for other legitimate reasons.
 - 9. The creation, combination, modification or elimination of any teaching position deemed advisable by the Board.
 - 10. The determination of the size of the working force, the allocation and assignment of work to employees, the determination of policies affecting the selection of employees, and the establishment of quality standards, and the judgment of employee performance.
 - 11. The determination of the layout and the equipment to be used and the right to plan, direct and control school activities. The determination of the processes and means of teaching and the subjects to be taught.
 - 12. The right to establish and revise the school calendar, establish hours of employment, to schedule classes and assign workloads, and to select textbooks, teaching aids and materials.
 - 13. The right to make assignments for all programs of an extracurricular nature. Nothing in this Agreement shall limit in any way the District's contracting or subcontracting of work or shall require the District to continue in existence any of their present programs in their present forms and/or locations.

- C. The foregoing enumeration of the functions of the Board shall not be considered to exclude other functions of the Board not specifically set forth in this Agreement. Execution of these functions shall not violate this Agreement.

Article 4 — Strikes and Lockouts

- A. The Council and its members, as individuals or as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppage, or slowdown, picketing, or any other restriction of work. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established by the Council or by any other labor organization when called upon to cross such picket line in the line of duty. Disciplinary action, including discharge, may be taken by the District against any employee or employees engaged in a violation of this article. Such disciplinary action may be undertaken selectively at the option of the District and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the District.
- B. Compensation to participants will cease immediately in the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form within the District, either on the basis of individual choice or collective employee conduct. The Council will immediately, upon notification, attempt to secure an immediate and orderly return to work. This obligation and the obligation set forth in Part A above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance provisions of the Agreement.
- C. There will be no lockout of employees in the unit by the District as a consequence of any dispute arising during the period of this Agreement.

Article 5 — Retirement Program

The District shall pick up the employee's contribution portion of PERS and will therefore be responsible for the total PERS contribution. This section shall not be modified during the life of this agreement.

Article 6 — Council Rights and Privileges

A. DEFINITION

The Council's local membership (CLM henceforth) shall be defined as those bargaining unit members employed by the Phoenix-Talent School District.

B. INFORMATION

Upon request, the District agrees to furnish to the Council all information reasonably and legally available for collective bargaining and grievance processing purposes.

C. USE OF SCHOOL BUILDINGS

The Council's local membership shall have the right to use school buildings for meetings providing there is no interference with the regular school program. The Association will provide notification to the building administrator when the building will be used.

D. MEETINGS

During in-service week, the Association will be provided with one hour of time to conduct Association business.

In addition to any Association time provided at staff meetings, the Association shall have the right to conduct meetings at employee work locations before or after regular work hours, during meal periods, and during any other break periods. The Association shall have the right to select the time and place of meetings, provided that the meeting does not interfere with employer operations.

The Association has the right to meet with employees during the employees' regular work hours at the employees' regular work location to investigate and discuss grievances, workplace-related complaints and other matters relating to employment relations.

Prior to the start of the school year, the District shall provide a sixty-minute block during the additional paid in-service day for the Association to meet with new employees hired during summer break.

After the school year begins, The District shall provide the Association with a thirty-minute block of time to meet with new hires during regularly scheduled working hours. The meeting shall be scheduled by the District to take place no later than 15 working days after the new hire's first date of employment. No employee shall suffer a loss of pay or benefits from participating in these Association orientation meetings.

During the school year, meetings involving staff members should be scheduled after commitments to parents, children and the District have been met.

E. USE OF SCHOOL EQUIPMENT

The CLM shall have the right to use school facilities and equipment, at reasonable times when such equipment is not otherwise in use. Additionally, the CLM shall pay for the reasonable cost of all materials and supplies incidental to such use, and for any repairs necessitated as a result thereof.

F. DISTRICT EMAIL

District email may be used by the CLM for reasonable distribution of Council business to local membership so long as district wide and building wide communications are labeled as CLM materials and contain the name of the authorizing Association official. It is understood that such communications will be respectful and professional and done in accordance with Board Policy.

G. BULLETIN BOARDS

The CLM may use a designated space for Council communication at each school at a location mutually agreed upon between the building principal and the CLM's representative.

H. RIGHT TO SPEAK AT MEETINGS

Upon request, a Council representative shall be allowed to speak at faculty or other professional meetings following adjournment and attendance thereafter shall be voluntary.

I. EXCLUSIVE RIGHTS

The rights and privileges of the Council and its representatives as set forth in this Agreement shall be granted only to the Council as the exclusive representative of the members and to no other teacher organizations, except as provided by law.

J. The CLM president shall receive the minutes and agenda of each regular school board meeting.

K. Employees have the right to join the CLM, but membership in the CLM will not be required as a condition of employment. The District will advise all newly employed personnel at the time of their employment that the Council is their exclusive bargaining representative.

L. Whenever a designated representative participates during working hours in negotiations, grievance proceedings, conferences or meetings, the employee shall suffer no loss in pay, benefits, seniority, leave accrual or any other benefits.

M. PAID LEAVE

The District agrees to grant up to five (5) days per year paid leave to the CLM for transacting CLM business directly related to contract negotiations and/or administration of this Agreement.

Article 7 — Personal and Academic Freedom

A. PERSONAL LIFE

The personal life of an employee is an appropriate concern of the Board if the personal life of an employee affects their teaching performance or effectiveness.

B. CITIZENSHIP

No religious or political activities of any employee or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such employee, providing said activities do not violate any local, state or federal law.

C. ACADEMIC

The Board and the Council agree that academic freedom for faculty is essential to the fulfillment of the purposes of the Phoenix-Talent School District, and they acknowledge the fundamental need to protect faculty from any restraint that might interfere with their obligation to pursue legally prescribed courses of study. Accordingly, they agree as follows:

1. CONTROVERSIAL MATERIAL

Faculty shall have the freedom to present and discuss political, religious, or otherwise controversial materials, provided the materials are relevant to the course content and appropriate to the grade level of the student and the teacher is licensed in and knowledgeable of the subject discussed. Before beginning a new unit in the study of an obviously controversial topic, a teacher will communicate with the principal: (1) its appropriateness to

the course; (2) its appropriateness for the students' maturity level; (3) the approach to instruction; (4) the instructional materials to be used. The requirements of this section do not apply to any content covered under board-adopted standards or contained in district-approved curriculum. Unless specific objections are noted by the department chair or principal, the unit shall be considered approved.

2. PERSONAL OPINION

In performing their respective functions, faculty shall have full freedom in expressing their personal opinions on all matters relevant to the course content; however, when they do so they shall make every effort to indicate that they are expressing their private opinion and are not speaking on behalf of the school, its administration, or the Board. All sides of a controversial issue shall be aired in an atmosphere of complete fairness.

3. CENSORSHIP

Faculty shall not be restrained without reasonable cause in their educational pursuits.

No arbitrary limitations shall be placed on teachers regarding study, investigation, presentation and interpretation of facts and ideas concerning human society, the physical and biological world and other branches of learning when pursued in accordance with board policy, rules and regulations and administratively approved course goals.

Article 8 — Rights of Licensed Employees

A. JUST CAUSE

1. No member in the bargaining unit shall be disciplined, reprimanded or reduced in rank or basic salary without just cause. Non-probationary members who are not licensed by TSPC shall not be dismissed without just cause. All information forming the basis for disciplinary action will be made available to the member and the Association at the member's request. Any violation of this provision may be used as a basis for grievance; however, this article does not apply to the dismissal or non-extension of TSPC licensed members or the dismissal or non-renewal of probationary TSPC licensed member contracts, (such matters are excluded because they are governed by the Fair Dismissal Law) nor does it apply to assignment to or retention in Extended Responsibility assignments.
2. In the event of dismissal from employment, a member who is not TSPC licensed and who has successfully completed their probationary period may elect to grieve the dismissal in accordance with the Grievance procedure outlined in Article 18 of this Agreement. For this section, dismissal shall mean termination during the contract year for any member who is not TSPC licensed.

B. REQUIRED MEETINGS OR HEARINGS BEFORE THE SUPERINTENDENT

Whenever any member is required to appear before the Superintendent or Board for the specific purpose of notification of and/or the discontinuation of salary or increments pertaining thereto, then they shall be given prior written notice of the reasons for such meeting or interview. They 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. Members also have the right to representation for all meetings related to investigations and/or discipline.

C. GRADING OF STUDENTS

Members shall maintain the right and responsibility to determine grades and related evaluation of students. No grade will be altered without first reviewing with the teacher the procedure used in such grading or evaluation. The District will make every reasonable effort to contact a teacher no longer employed by the District before a grade is altered or changed. If and when a grade is changed by an administrator, the administration will accept full responsibility for such change.

D. PERSONNEL FILES

The Board requires that all official records of member employed by the District be kept in the main office (personnel office) under adequate protection at all times except that a working personnel folder shall be kept by the supervisor. Official personnel records may be inspected only by the individual concerned, by the Superintendent or persons acting for them and under their direction, or by others authorized in writing by the Superintendent and/or the individual concerned. A member shall be entitled to have a representative of the Council accompany them during such review. There shall be only one official personnel file. No material 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 had an opportunity to review the material by affixing their signature to the copy to be filed. A member may submit a written answer or rebuttal to all material placed in their file and attach it to the change.

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

At least every two years a member may indicate to the Superintendent those documents or other materials in the file that are believed to be obsolete or otherwise inappropriate for retention. If the Superintendent agrees, the documents will be destroyed. As per ORS 342.850(7) - "All charges resulting in disciplinary action shall be considered a permanent part of the teacher's personnel file" and therefore, cannot be destroyed.

Designated District administrators may create and maintain working files to assist in their supervisory responsibilities. Subject to the requirements of Oregon record retention laws, on an annual basis, the District will remove materials from each working file that are more than three (3) years old. Members may review the contents of their working file upon written request.

E. FACILITIES FOR MEMBERS

The Board shall make available in each school, lounge, restroom, and lavatory facilities for member use. Smoking shall not be allowed on District premises in accordance with Board Policy.

F. REPRIMAND OR CRITICISM

Any reprimand or criticism of any employee by a supervisor or administrator shall be made in confidence.

Article 9 — Professional Schedule

A. LENGTH OF WORKDAY

1. The workday will be eight hours including one-half hour duty-free lunch. Members shall be at school and available to students at least fifteen (15) minutes before the start of school.
2. Members shall remain at school after students leave to fulfill their professional obligations; including student conferences, preparation for classes, staff and in-service meetings, parent conferences and related items.
3. Itinerant staff shall be provided with adequate time to travel between sites that does not overlap with a duty-free thirty (30) minute lunch and preparation time as outlined in the section below. Itinerant staff who travel between sites shall be paid the IRS rate for mileage.

B PREPARATION TIME

Classroom teachers shall, in addition to their lunch period, have daily preparation time during which they shall not be assigned to any other duty as follows:

Grades K-5 A minimum of 280 minutes per week in blocks of 30 minutes or more; including 60 continuous minutes of prep two times per week, at least one of which is to be provided outside of the student contact day.

The district understands that prep time is important and will, therefore, make every effort to not interrupt member's protected prep time. A member's preparation time may be interrupted on occasion for student support meetings, such as IEP, 504, functional behavior assessments, etc. Any member experiencing hardship due to interruptions in prep time for these reasons, as determined by the member, may collaborate with their immediate supervisor to arrange for a mutually agreeable prep time solution, which must be implemented within two weeks.

While administrators will make every effort to provide for the full amount of prep minutes, it is understood that prep time could be reduced during shorter work weeks. Due to possible interruptions to the Specials schedules, one and one-half days of non-student contact time will be dedicated and scheduled for teacher grading and prep time.

Grades 6-8 A minimum of 50 continuous minutes between the beginning of the first scheduled class and the end of the last scheduled class. Members with non-standard daily schedules shall receive prep time in blocks of 30 minutes or more between the first scheduled class period and the end of the last class scheduled in the building that is equal to the weekly amount of prep time members with a standard schedule receive.

Grades 9-12 A minimum of 240 minutes per week between the beginning of the first scheduled class period and the end of the last class scheduled in the building, in no less than 45 continuous minute blocks. While administrators will make every effort to provide for the full amount of prep minutes, it is understood that prep time could be reduced during shorter workweeks.

1. Additional preparation time will be reserved for members and will include the following:
 - a. In-service days which occur at the ending of the grading periods will be reserved entirely for grading and creating reports.
 - b. Four one-hour professional development times will be used to work on progress reports or similar activities.
 - c. Additional four one-hour professional development times per year will be dedicated to teacher prep time as determined by the buildings.
 - d. Eight hours of member-directed prep time during August in-service, which includes at least one, continuous four-hour block.
 - e. ELD Teachers may request for approval from their supervisor up to two (2) paid days of release time per year for ELD-related tasks.
 - f. Special Education members shall have access to up to four (4) paid days of release time per year for IEP related tasks or other related reasons as approved by the Special Education Director.

Article 10 — Annual Professional Schedule

- A. Member work year is to be up to 190 working days for returning members and 191 working days for new members. The additional workday for new members shall be paid at their daily rate. Legally defined student contact days (as defined under ADM regulations) shall not exceed 177 days. Member work year will include classroom instruction, orientation, curriculum development, and inservice activities. Paid holidays are included in the 190-day total for returning members or 191-day total for new members. Paid holidays will include: Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, and Memorial Day.
- B. It is agreed between the District and the Council to at least meet the instructional hour's requirement as set out in Oregon Administrative Rules. The District will maintain instructional hours in such a manner so as not to significantly increase student contact time for any member.
- C. The Superintendent will consult with the Council's local association president, or designee, before presenting the annual school calendar to the board for adoption. At its request, the local association will be allowed to express its opinion to the Board regarding the school calendar prior to the Board's adoption of the school calendar.
- D. **INCLEMENT WEATHER**

Attendance of members shall not be required when student attendance is not required due to inclement weather. If the Board requires students to make up days lost due to inclement weather, then all members shall be required to fulfill their regular duties on those days without additional compensation.

- E. Mandatory after-hours events, such as back to school, open house night, and other family engagement events, may be scheduled up to four times per academic year. If members are unable to attend one of the four events, notification shall be provided to their administrator prior to the event.

Article 11 — Professional Daily Schedule

Member shall adhere to the daily schedule and shall make no commitments that may preclude their being present in their assigned responsibilities. Request for exception must be submitted to the principal prior to the anticipated member absence and/or late arrival or early departure.

Article 12 — Outside Work

The Board understands that it has no control of a member's time after the official school working day and obligations have been met provided such activity does not interfere with employee performance.

It is the concern of the Board, however, that during the School District paid working day, the employee devote full time to their school obligations. No outside commitment for which the members may derive compensation are to be made for member time during the regular working day that is part of the member's contract. Exceptions to this Agreement may be approved by the Board of Education. If approved, and if fees are involved, then the individual has a choice of accepting the District pay rate or the fee to be received.

Article 13 — Non-teaching Duties

A. INTENT

The Board and Council acknowledge that a teacher's primary responsibility is to teach and that their energies should, to the greatest extent possible, be utilized to this end.

B. ACTIVITY DUTIES

1. The District will make every reasonable effort to not assign activity duties to members (e.g., recess, bus, cafeteria).
2. The District shall first offer non-teaching duties to bargaining unit members, and if volunteers are not available, the District reserves the right to offer non-teaching duties outside the bargaining unit.
3. Compensation for bargaining unit members shall be Oregon minimum wage plus \$1.00 per hour.
4. The time and nature of the duty will be determined prior to accepting the duty.
5. Vouchers must be submitted by the 10th of a month if payment is to be received on the next scheduled pay date.

C. PUPIL TRANSPORTATION

1. Members properly licensed to drive, who have a driving record in accordance with District guidelines and who have proof of adequate insurance may transport students to activities that take place away from the school building with the advance approval of the Board or its delegate.

They shall be compensated for the use of their own automobile at the prevailing IRS rate per mile for the duration of this Agreement. The same allowance shall be given for use of personal cars for other business of the District.

2. Any member who is required by the District to have special licensing for driving special vehicles for the transportation of students shall have the costs for the physical examination required for such license reimbursed up to seventy-five dollars (\$75.00) provided the exam meets required specifications as determined necessary by the District.

Article 14 — Sick Leave

Members who are absent because of personal illness, injury or pregnancy disability shall receive compensation during such absence in accordance with the provisions and reservations pertaining to Sick Leave allowances.

- A. All members shall be granted ten (10) days Sick Leave during each school year in accordance with ORS 332.507, ORS 653.601 through 653.661. Throughout the contract, all references to the definition of family member are expanded to include domestic partners. Such Sick Leave shall be credited to said members on the first day of each member's respective contract. In case of new members whose contract begins after the first school day of the fall semester, Sick leave shall be credited on the first day of active service and shall consist of one day for each payroll month remaining in the school year.
- B. Unused sick leave days may be accumulated without limit.
- C. A member who has accumulated sick leave during employment in another school District, and who was so employed during the preceding year, shall upon proper verification, be allowed the number of sick leave days so accumulated up to seventy-five (75) days in accordance with ORS 332.507. The transfer of the sick leave from the other District shall not be effective until the employee has completed 30 working days in this District.
- D. When a member will be absent from work, they shall give notice to the principal or a person designated by the Superintendent to receive such notice. If the absence is for five (5) consecutive days, the principal should be notified of the probable date of return. The Superintendent may require substantiation of said illness.
- E. 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 District or furnish a medical doctor's certificate of health prior to returning to work, in order to safeguard the health of students and fellow employees.
- F. If, at the beginning of a school year, a member under contract to this District who was employed by this District the previous school year, is ill and unable to resume their duties, and such member had accumulated unused sick leave days at the end of the prior school year, they will be allowed to use such previously accumulated unused sick leave days while they remain ill and unable to work.
- G. All sick leave benefits shall terminate and/or will be forfeited upon termination of employment for any reason, with the exception of computation of retirement benefits for retiring members.
- H. Any employee obtaining sick leave benefits by fraud, deceit, or falsified statement, shall be disciplined up to and including termination.
- I. A member who receives benefits under Workers' Compensation Insurance, Paid Family and Medical

Leave Insurance, or Short and/or Long-Term Disability may elect to use accrued leave to make up the difference between their benefits and their normal salary. Upon receiving written notice of such an election, the District shall deduct and apply available accrued leave hours so that the member receives their normal salary.

- J. The PTEA may request that interested Bargaining Unit Members donate sick leave, in full day increments, to a bank that can be used to help Bargaining Unit Members who have experienced extraordinary medical circumstances or very serious illness. Bargaining Unit Members may donate up to one (1) sick day per year; however, the replenishment of the sick leave bank shall not exceed the total of FTE for that year. All accumulated sick leave bank days will carry over from year to year. Sick leave bank days may only be disbursed to bargaining unit members for personal use who have depleted all of their own sick and personal leave. The PTEA will have sole discretion in the designing of other criteria for disbursing days from the sick leave bank, and decisions on disbursement are not grievable.

Article 15 — Nondiscrimination

The Council and the District agree that they shall not discriminate against any employee covered by this Agreement because of age, race, religion, sex, gender, sexual orientation, color, disability, national origin, marital status, membership or non-membership in the Council.

Article 16 — Paid Leaves of Absence

Members shall be entitled to the following temporary non-accumulative leave of absence with full pay each school year:

TYPES OF LEAVE

A. LEGAL LEAVE

An employee who is required to serve upon a jury or appear before a court as a subpoenaed witness (not as a party to the proceeding) shall have compensation reduced by the amount received for such appearance. Members will be allowed to retain compensation paid for meals, mileage and lodging. The member, unless excused by the Principal, must report for work promptly after the required appearance has terminated.

B. BEREAVEMENT LEAVE

All members shall receive up to five (5) days leave per year with pay in case of a death in the immediate family. Immediate family is defined as spouse, son, daughter, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, grandchild, uncle, aunt, nephew, niece. Other persons shall be considered at the discretion of the Board or Superintendent. An extension of bereavement leave shall be determined upon individual merit by the Superintendent.

C. FAMILY ILLNESS

1. Members shall receive up to three (3) days' leave per year, prorated for those employees working less than a full year, with pay in case of a verified illness of a member of the employee's immediate family. Upon request, the member shall provide verification of illness. In addition to domestic partner, "immediate family," shall include the spouse of an employee, the biological,

adoptive or foster parent or child of the employee, the grandparent or grandchild of the employee, a parent-in-law of the employee, or a person with whom the employee was or is in a relationship of in loco parentis, as defined by ORS 659A.150. Other persons shall be considered as members of the immediate family at the discretion of the Superintendent.

2. In the event emergency conditions arise, an extension of this family illness leave shall be at the discretion of the Superintendent.

D. PERSONAL LEAVE

1. Two days' leave of absence, prorated for those employees working less than a full year, for personal leave shall be granted subject to the following restrictions:
 - a. The leave requires absence during school hours;
 - b. A qualified substitute has been scheduled;
 - c. The leave has been approved by an administrator. Denial of personal leave days may be appealed to the Assistant Superintendent of Human Resources; and
 - d. Leaves for the month of May shall not be for vacation extension or extension of holidays.

Exceptions to the restrictions above may be granted by the Superintendent.

2. Unless agreed to by the member, a personal day approved by an administrator cannot be canceled.
3. For every unused half-day of personal leave, members will be paid \$100. For every unused full day of personal leave, members will be paid \$200. Unused personal days that are less than a half-day will receive no payout. Payments will be made in June paychecks.
4. Notice to the member's principal or other immediate supervisor for personal leave shall be made at least two (2) days before taking such leave (except in the case of extreme emergency).
5. An additional pool of 45 days will be available to members. A committee to administer said pool will be established by the Council with a designee of Superintendent in attendance.
6. Pool days will be subject to the following restrictions:
 - a. Requires absence during school hours; and,
 - b. Shall not be for vacation extension or extension of holidays.
7. If a member has exhausted their two personal days, is denied a pool day(s), or if a pool day(s) is not available, one additional day of personal leave will be granted providing the member pays for the substitute. No restrictions on use, the notice provisions in (4) above, still applies.
8. If a member has exhausted their two personal days, is denied a pool day(s), or if a pool day(s) is not available, and they have already used their sub-deduct day, the member may, no more than once each year, take the requested day at the loss of 1/190 of the returning member's annual salary or 1/191 of the new member's annual salary.
9. When a member is using FMLA/OFLA, or receiving benefits under Workers' Compensation Insurance or Paid Family and Medical Leave Insurance, and elects to use accrued paid leave, the District shall apply the member's accrued sick leave until it is exhausted, followed by personal leave. Family leave shall be used first if applicable.

E. SABBATICAL LEAVE

1. Conditions for Granting Leave With Pay:

A member, after a minimum of seven (7) uninterrupted years of service to the District, may submit a written request for sabbatical leave of up to one (1) year with pay for the purpose of increasing knowledge and developing skills required for their present position or for another position in the District.

If such leave is granted, the employee shall understand that they are to guarantee at least two (2) years to the District upon completion of leave. Compensation shall be one-half of the employee's salary adopted for the year of the employee's absence. The payments shall be made on a monthly basis. Before beginning the leave, the employee shall enter into a contract that will specify return to service and conditions of repayment if they do not fulfill their contract.

Five (5) uninterrupted years of service thereafter they shall be eligible to apply for a second sabbatical leave and every five years thereafter. No more than two persons within the District may be on sabbatical leave during an academic year. Expenditures are not to be from the Professional Growth Fund.

2. Procedures for Granting Leave:

The individual must justify their leave request by presenting evidence that the activity they will pursue during the leave will result in direct benefit to the District.

3. Benefits normally accrued by virtue of a year of employment may be granted upon successful completion of the conditions of the sabbatical leave.

4. Employment of any nature while on leave shall require approval by the Superintendent.

5. The request for leave shall be submitted to the employee's supervisor who shall submit a written recommendation to the Superintendent on or before January 15 of the school year preceding the leave. Board action will be communicated to the applicant by March.

6. Return from Leave:

Upon return from sabbatical leave, a member shall be compensated at the level that they would have achieved had they remained actively employed in the District during the period of their absence. The employee will also be placed in their previous teaching assignment at the time said leave commenced. If the member's previous assignment no longer exists, the member will be placed in an equivalent position.

Article 17 — Unpaid Leaves of Absence

At the discretion of the Board the following leaves may be granted. Before beginning the leave, the member shall enter into a contract that will specify all terms and conditions of return to service.

A. INTERNATIONAL AND FEDERAL PROGRAMS

An unpaid leave of absence of one (1) year may be granted to any contract member, upon application for the purpose of participating in exchange teaching programs in other states, territories or countries; foreign or military teaching programs; the Peace Corps, Teacher's Corps, or Job Corps as a full-time participant in such program related to their professional responsibilities.

B. PROFESSIONAL STUDY

An unpaid leave of absence of one (1) year may be granted to any contract member, upon application, for the purpose of participating in an experience approved by the District that will lead to professional growth.

C. POLITICAL

An unpaid leave of absence of one (1) year may be granted to any contract member, upon application, for the purpose of campaigning for, or serving in, public office.

D. GOOD CAUSE

A member with five (5) continuous years of service in the District 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. Denial of a leave request under this paragraph is not subject to grievance.

E. PREGNANCY, ADOPTION, OR CHILDCARE

1. A leave of absence of up to twelve (12) months without pay shall be granted to members for pregnancy (other than that covered by sick leave), adoption, or childcare upon written request of the member. The first 12 weeks of leave under this subsection are protected leave under the FMLA and OFLA.
2. The employee shall notify the immediate supervisor at least six (6) weeks prior to taking the leave, except in emergency situations.
3. In giving notice, the employee must inform the District in writing of their intentions to do one of the following:
 - a. Return after the absence for the balance of the school year. The employee who plans to return after such an absence shall give the District not less than two (2) weeks' notice of intent to return.
 - b. Return the following year.

F. PARENTAL AND FAMILY MEDICAL LEAVE

Such leave shall be granted consistent with the state and federal law.

G. RESPONSIBILITY (applied to all unpaid leave)

1. Notification: The District and the member shall communicate during the leave period so that notification regarding relocation may be exchanged in accordance with legal Board deadline. The burden of communication rests jointly upon the member and the Board. During the period of leave no additional sick leave may be accumulated.
2. Benefits: All benefits available under the contract to which a member is entitled at the time the leave of absence commenced and unused accumulated sick leave, shall be restored upon return. Reasonable efforts shall be made by the Administration to reassign the employee to their previous teaching/work assignment at the time said leave commenced.
3. Members on unpaid leaves of absence shall be allowed to purchase participation in insurance programs with carrier approval so long as this is at no cost to the District, except as required by law.

H. EXTENSIONS AND RENEWALS

All extensions or renewals of leaves shall be applied for in writing to the Board. If granted, the reply shall also be written.

Article 18 — Grievance Procedures

- A. The purpose of this procedure is to provide an orderly method of resolving grievances of employees represented by the Council. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure, and there shall be no interference with the operations of the school system nor shall there be any reprisals against any employee utilizing the grievance procedure. Meetings or discussions involving grievances or these procedures shall not interfere with instruction or other educational services delivered by members.

B. DEFINITION OF TERMS

Grievance: A claim by a member, group of members, or the Council that this Agreement has been violated.

Grievant: A member, group of members, or the Council who presents a grievance.

Days: Days when licensed staff are required to be present within the District.

Immediate Supervisor: The District employee with direct administrative or supervisory responsibilities over the member.

C. GENERAL PROCEDURES

1. These procedures should be processed as rapidly as possible. The number of days indicated in Section D for the settlement or appeal at each step should be considered a maximum. The time limits can be extended by written mutual consent of the parties involved at any step of the procedures.
2. All parties should attempt to complete the procedures by the end of the school year.

3. The School Board recognizes the local employees' grievance committee. The role of said committee is to advise and assist any grievant in processing a grievance.
4. All parties in interest have a right to a consultant or representatives of their own choosing at each step of the grievance procedures.
5. Failure at any step of procedure by grievant to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. Failure at any step of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next step.
6. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants, except when the outcome of a grievance affects the grievant's conditions of employment; a summary thereof shall be a normal part of the personnel file.
7. In the course of investigation of any grievance, representatives of the grievant will contact the building supervisor of the building being visited and will state the purpose of the visit immediately upon arrival.
8. Every effort will be made by all parties to avoid the unnecessary involvement of students in all phases of the grievance procedure.

D. Grievances will be processed in the following manner and within the stated time limits:

STEP 1 A grievant shall promptly attempt to resolve the grievance informally between the grievant and their immediate supervisor. If the grievance is not resolved informally, it shall be reduced to writing by the grievant who shall submit it to their immediate supervisor. If a grievant does not submit their grievance to their immediate supervisor in writing in accordance with Step 1 within fifteen (15) days after the facts upon which the grievance is based first occur or first become known to the grievant, the grievance will be deemed waived. The grievant may be accompanied by one other member of the Council when presenting the written grievance.

The immediate supervisor will reply, in writing, to the grievant with a copy to the Council within ten (10) days after receipt of the written grievance.

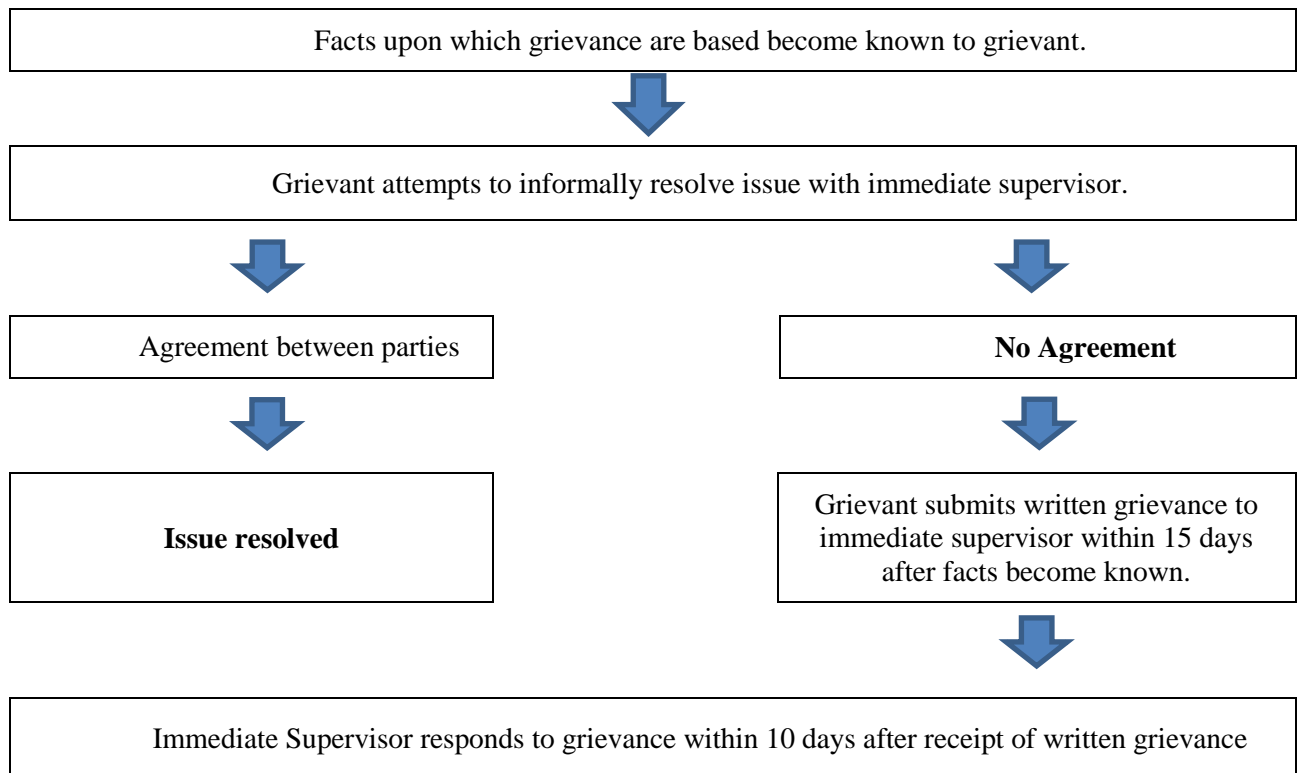
STEP 2 If the grievance is not resolved in Step 1 and the grievant wishes to appeal the grievance to Step 2, the grievant may file the grievance in writing to the Superintendent of schools within ten (10) days after receipt of the immediate supervisor's answer. The written grievance shall give a clear and concise statement of the alleged grievance including the facts upon which the grievance is based, the issues involved, the Agreement provisions involved, and the relief sought. The Superintendent or their representative shall thoroughly review the grievance, arrange for necessary discussions, and give a written answer to the grievant with a copy to the SOBC no later than ten (10) days after receipt of the written grievance.

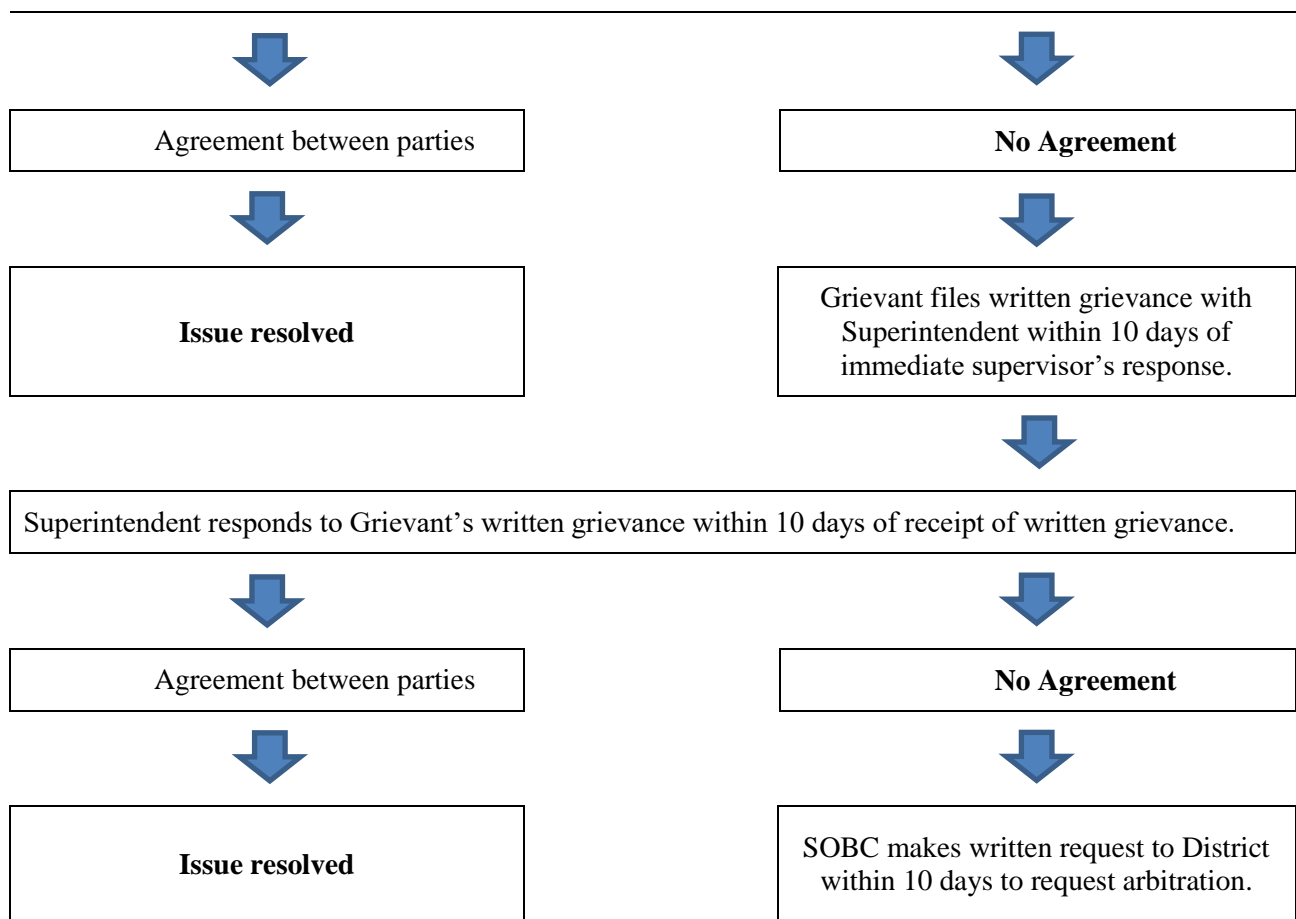
STEP 3 Grievances not settled in Step 2 may be appealed to arbitration by SOBC provided:

- a. Written notice of a request for arbitration is made to the District within ten (10) days of receipt of its answer in Step 2.
- b. The issue must involve the interpretation or meaning of a specific provision(s) of the agreement.

When a timely request has been made for arbitration, the parties or their designated representatives shall attempt to select an impartial arbitrator. Failing to do so, they shall within ten (10) days of the appeal, jointly request the Public Employee Relations Board to submit a list of five (5) arbitrators. As soon as the list has been received, the parties or their designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the fifth and remaining name shall act as the arbitrator. The arbitrator shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written decision. The arbitrator shall have no power to add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no power to substitute their discretion for that of the Board in any matter other than that involved in the grievance. A decision of the arbitrator shall, within the scope of their authority, be binding upon the parties.

- E. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.





****If there are inconsistencies between flow chart and language, the language is controlling.
Days are defined as: Days when licensed staff is required to be present within the District.***

Article 19 — Professional Growth and Educational Improvement

A. PURPOSE

The Board and the Council support the principle of continuing training of members and the improvement of instruction.

B. IMPLEMENTATION OF PROGRAM

To work toward the ends stated above, the Board agrees to implement the following for the life of this contract:

1. Payment of Other Incurred Expenses:

To pay the full cost of registration and other reasonable expenses incurred for workshops, seminars, conferences, inservice training sessions, or other such sessions which a member is required to take by the Board.

2. Professional Growth Committee:

- a. To establish a Professional Growth Committee to act upon requests from members for authorization to attend courses, workshops, seminars, conferences, inservice training

sessions or other such sessions. The Superintendent shall appoint one administrator to the committee and the Council shall appoint one member from each building to the committee.

- b. To pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by members who attend such sessions with the approval of the Board or its delegate. The Committee will suggest what expenses should be paid.

- c. **Funding**

The Board shall provide an amount equal to \$23,243.50 to fund the program. Beginning with the 2015-2016 school year, this amount will be adjusted by the same percentage increase in the base teacher's salary.

- d. The Administration will provide to the Committee upon request, a written report stating the current balance and expenditures.

3. **Inservice Workshops, Conferences, Programs:**

A collaborative team of members and administrators, with input from the Board, will arrange inservice courses, workshops, conferences, and programs designed to improve the quality of instruction. Inservice programs shall be conducted during the in-school member workday if member attendance is required.

Article 20 — Continuing Professional Development Plans

A. DISTRICT COMMITMENT

The District shall support employees in their pursuit of continuing professional development, including, but not limited to, activities that assist members to achieve progress towards goals as outlined in the Phoenix-Talent Schools' Evaluation Handbook.

- 1. The District will provide certificates of completion to be applied toward professional development units for all District inservice activities.
- 2. Upon verification that a member has completed the Plan activities, the District shall not withhold signature on the teacher's TSPC Professional Development Plan.
- 3. When a member completes the required number of PDU's for their license renewal, the member will not be required to continue any further PDU's. In addition, members will not be required to take a minimum number of PDU's a year.

B. EVALUATION PLAN

- 1. Goals in collaboration between member and supervisor as outlined in the Phoenix Talent Schools' Evaluation Handbook.

2. The member has the right to select an advisor of their choice with approval of the member's supervisor to support progress towards goals. The role of the advisor will be nonevaluative.

C. CONTINUING PROFESSIONAL DEVELOPMENT

1. When the District Plan requires participation in training or workshops, the District will pay the fees for the trainings or workshops. When the District required training or workshop takes place or extends beyond the normal, eight-hour workday, the member shall be paid based on the Licensed Salary Schedule BA Step 6 salary base, broken down to an hourly rate of pay.
2. Participation beyond established contract hours shall be voluntary except in cases where the training or workshop is a condition of employment (i.e. per the job description, licensure requirements, etc.).
3. Sponsorship of an activity shall not be the sole reason for the denial of expense reimbursement or granting of release time.

Article 21 — Vacancies, Transfers, and Assignments

A. VACANCIES

A vacancy is an unfilled position within the District for which professional licensure is required by the applicable licensing board, and which the Board desires to fill.

A change of assignment within a building does not constitute a vacancy. A vacancy is defined as:

- 1) A position not filled by reassignment within a building;
 - 2) Transfer from building to building;
 - 3) Newly created position/program.
-
1. Whenever a vacancy arises, the Superintendent or designee shall post in all school buildings, for a period of seven (7) working days, a list of known vacancies and emailed copies of such vacancies to the Association members. Staff members making application for vacant positions will be given consideration. Consideration means the staff member will be interviewed for the vacancy.
 2. Members with specific interests in possible vacancies that occur after June 1 will notify the Superintendent of their interest, in writing, during the last regular week of school and shall include a summer address.
 3. Should a vacancy occur, the members who have expressed an interest in said position shall be mailed a copy of the posting.
 4. The members so notified shall have the responsibility of applying for the position.
 5. Vacancies shall be filled on the basis of the experience, competency and qualifications of the applicant.

6. If a District employee applies for a vacancy and is not selected, they shall receive specific, constructive, written feedback with reasons for non-selection and offered a face-to-face meeting to review feedback.
7. The Council recognizes that when vacancies occur during the school year, it may be difficult to fill them from within the District without undue disruption to the existing instructional program. If the Superintendent, in their reasonable judgment, so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the current semester at which time the position will be considered vacant.

B. VOLUNTARY TRANSFERS

Members who desire a change in grade or assignment or who desire to transfer to another building shall make a written request to change or transfer to the Superintendent. The administration will act on such requests as soon as it is reasonably possible if a vacancy exists in the area or building to which the member has requested transfer.

1. Currently employed members shall be given first consideration when applying for vacated or newly-formed positions for which they qualify, and will be given an interview for that position.

C. INVOLUNTARY TRANSFERS

1. Where appropriate, the District shall seek volunteers before involuntarily transferring members. When a member is involuntarily transferred, they will have the opportunity to make known to the appropriate administration their wishes regarding new assignment.
2. Notice of an involuntary transfer will be given to the impacted member(s) and the Association as soon as reasonably possible.
3. When an involuntary transfer or reassignment is necessary, a member's area of competence, major or minor field of study and length of service in the Phoenix-Talent School District shall be considered.
4. An involuntary transfer will be made only after a meeting between the member and the principal/supervisor at which time the member will be notified of the reasons for the transfer.
5. Members being involuntarily transferred will be informed of appropriate vacancies known at the time the transfer decision is being made. Members will be able to indicate their preference of assignment. If possible, the member being involuntarily transferred will visit the new assignment prior to transfer.
6. When it becomes necessary for a member to transfer because of changes in enrollment or program, the administration may give the transfer of the unit member priority in filling known vacancies.
7. Involuntary transfers will not be made for punitive purposes.

D. ASSIGNMENTS

1. All employed members will be given written notice of their class, subject, and/or work assignment and building assignments for the forthcoming year no later than July 1st. The District will make every reasonable effort to notify members by the last contract day of the school year.
2. Members who are notified of a District-directed change in work assignment or room assignment shall convene with their administrator or supervisor to discuss a work plan. The administrator or supervisor and the member shall by mutual agreement determine whether paid leave or substitute coverage, up to three full days in half-day increments, is appropriate for the member to prepare their rooms, curriculum, etc.
3. The District shall make every effort not to form blended classes after the first student contact day of the school year. If a blended class is formed after the first student contact day of the school year, or if a blended class is dissolved after October 1st of each school year, the provisions of Section D2 shall apply.

Article 22 — Supervision of Student Teachers

- A. The District reserves the right to assign student teachers; however, supervision of all student teachers shall be on a voluntary basis.
- B. All financial compensation received by the District as compensation for direct supervision of a student teacher, less necessary withholding, will be paid to the cooperating teacher.

Article 23 —Dues, Payroll Deductions, and Employee Information

For this article only, “working days” shall be defined as days when the District Office is open.

A. Association Dues

1. Dues Deduction Authorization

The District will deduct dues, fees, and any other assessments or authorized deductions to the union in accordance with the payroll-deduction authorizations signed by members and provided to the union. The union will provide the District with a list identifying the employees who have signed such authorizations and the authorized deduction amounts, as well as payment remittance data instructions for reporting dues payments. The District shall rely on the authorization list and the payment remittance data instructions to make the authorized deductions and to remit payment and data to the union. If received on or prior to the 10th of the month, the District shall enact dues deduction changes on the pay period of that month. Any authorization received after the 10th of the month will go into effect the following month.

Withdrawing the payroll deduction for such dues may be accomplished by sending notification in writing to the office of the Council (2495 S. Pacific Highway, Medford 97501) consistent with the timeline specified on the dues deduction authorization prior to the thirtieth (30th) day of September of any school year.

The District shall be responsible for paying the dues that are not deducted and paid when the dues deduction information was communicated by the OEA Membership Specialist to the payroll clerk by the clerk's designated cutoff date.

2. Processing OEA/NEA Dues Deductions

OEA and NEA dues for all Association members shall be equally divided and deducted in ten (10) monthly payments, starting with the September paycheck and ending with the June paycheck. If a bargaining unit member becomes an Association member after the first paycheck and dues deduction, OEA and NEA dues shall be prorated, equally divided, and deducted from the remaining paychecks.

3. Processing Phoenix-Talent Education Association Dues Deductions

PTEA dues for all Association members shall be equally divided and deducted in ten (10) monthly payments, starting with the September paycheck and ending with the June paycheck. If a bargaining unit member becomes an Association member after the first paycheck and dues deduction, PTEA dues shall be prorated, equally divided, and deducted from the remaining paychecks. PTEA dues payments will be deducted and paid separately from OEA/NEA dues and shall be remitted to the Association Treasurer.

4. Dues Data and Remittance of Dues Checks

a. Data to OEA

Within ten (10) working days after each pay period, the Phoenix-Talent School District shall send the Association an excel-compatible register of the NEA/OEA dues, including voluntary Association contributions, deducted from each member's paycheck.

b. Payment to OEA

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

c. Dues Data & Payment to Phoenix-Talent Education Association

An excel-compatible register of the PTEA dues deducted from each member's paycheck shall be provided to the PTEA Treasurer within ten (10) working days of each pay period in which they were deducted. PTEA dues payments will be deducted and paid separately from

OEA/NEA dues and shall be remitted to the PTEA Treasurer within ten (10) working days of each pay period in which they were deducted.

5. Indemnification

The Association agrees to indemnify, defend, and hold the District harmless from employee or former-employee claims, orders, or judgments against the district concerning the dues deductions procedures outlined in this agreement. The Association's obligations are contingent upon the District: 1) giving the Association at least two-week's notice, in writing, of any claim; 2) and fully cooperating with the Association and its designated counsel in the defense of the claim. The Association's obligation does not extend to criminal allegations or District conduct that would constitute an Unfair Labor Practice. In the event the District properly invokes this paragraph, the Association will provide the attorney to defend against the claim. In the event the District wishes to use its own attorney, the District will pay the fees and costs of said attorney.

B. Employee Information

1. Employee List

On October 1st, February 1st, and June 1st of each year, the Phoenix-Talent School District shall provide to the OEA Membership Specialist, and OEA UniServ Consultant in an editable, digital format, a database of each employee in the bargaining unit (both active members and non-members) that includes the last four digits of their social security number, employee ID, date of birth, first date of service, FTE, salary, classification or title, PERS classification, worksite, position on the salary schedule (column and step), residential or personal mailing address, any means of electronic communication, including work and personal electronic mail addresses, and cellular, work, and residential phone numbers. Whenever a new employee is hired into the bargaining unit, including when employees move from classified to licensed positions, the Phoenix-Talent School District shall provide the above information within ten (10) calendar days of hire.

2. Change in Employment Status

The Phoenix-Talent School District shall notify the Association whenever an employee in the bargaining unit is placed on an unpaid leave of absence, retires, is laid off, resigns, or changes their name within ten (10) working days of the change.

C. The District, upon appropriate authorization of the member, shall deduct from the salary of any member

and make proper remittance for any other plans for programs approved by the Board.

D. Payroll checks shall itemize all sources of pay and payroll deduction

Article 24 — Professional Salaries

A. The salary schedules for members covered by the Agreement for 2023-2024 and 2024-2025 are attached in the Appendix and are hereby made a part of this Agreement.

B. The regular pay date shall be on the twentieth (20th) of each month. If the pay date falls on a weekend or any holiday, the pay date for that month will be the last workday prior to the twentieth (20th). June, July and August paychecks shall be provided to the employees on the last member workday of the school

year. A member who is not enrolled in direct deposits may elect in writing to have their June, July and August paychecks mailed on the twentieth (20th) of those months rather than receiving all three on the last work day in June. Normally, each member will be paid on the basis of twelve (12) equal installments. A member may elect to have their salary paid in ten (10) equal monthly installments. Pay options are to be chosen during inservice week.

- C. Any balance in the Board's contractual salary, due on the last contracted day to a member not returning to the District, shall be paid on the last contract day. Those members whose employment with the District ends prior to the last contracted workday, shall be paid in accordance with State law.
- D. All members anticipating moving horizontally on the salary placement schedule because of additional credits or degrees, should notify the Assistant Superintendent of Human Resources office by March 15th of the school year preceding the anticipated move.

When a faculty member has earned the right to a higher salary by reason of increased professional training, the change for the current school year shall be made upon evidence of earned credits from the appropriate institution if received by September 15. Certification of earned credits for this purpose shall be by transcript or certification of completion and filed in the Superintendent's office by October 15.

- E. At the individual option of the member they may receive their extra-curricular salary in a lump sum at the conclusion of the activity.
- F. In the event of a situation beyond the control of the Board which requires the temporary closure of one or more of the schools, the school year may be adjusted to compensate for the number of days lost in such school or schools, at the discretion of the Board, with no additional pay in excess of each member's yearly contracted salary.
- G. School Psychologists and Speech Language Pathologists shall be paid on the Specialist Salary Schedules listed in the Appendices of this agreement.

H. **SALARY DETERMINATION**

1. Except as outlined in Section 2 below, licensed staff with prior experience in the position for which they are hired (for example, teaching, licensed school counseling, speech language pathology, school psychologist work, etc.) will receive step credit for each year of experience up to the highest step on the salary schedule based on current placement practices.
 2. CTE certification shall qualify a Career and Technical Education Teacher for placement in Column I at the step equal to years of work experience in the discipline for which the CTE teacher was hired. A newly hired CTE teacher may be allowed up to 10 years of documented industry related experience that corresponds to their license awarded by the TSPC. CTE teachers with prior teaching experience will also receive step credit for each year of teaching experience.
 3. Career and Technical Education (CTE) teachers will receive credit for movement to the next column based on college coursework, or for approved documented training relevant to their discipline and included as part of a Professional Development Plan. Credit for training will be at the rate of 1 credit hour for each 8 hours of professional training.
- I. Steps will be granted to eligible employees. Retroactive to July 1, 2023, the COLA for 2023-2024 shall be 3% in addition to a \$1,000 increase to BA Step 1. The 2024-2025 COLA shall be 3%.

- J. Longevity will be paid to members based on the following table. Each stipend shall be paid in ten (10) or twelve (12) equal monthly installments based on the number of paychecks each member received.

Years 17, 18, and 19 of experience	An annual stipend equal to 1.75% of BA Step 1.
Years 20, 21, and 22 of experience	An annual stipend equal to 2.75% of BA Step 1.
Years 23+ of experience	An annual stipend equal to 3.75% of BA Step 1.

1. All years of qualifying experience in and out of the Phoenix-Talent School District will be counted towards longevity stipends.
 2. “Qualified experience” will be at board discretion but will be awarded equitably.
- K. Members who teach TWI classes shall receive a \$2,000 annual stipend.
- L. Special Education teachers shall receive a \$2,000 annual stipend.
- M. When the District requires a member to add an additional license or endorsement, the District shall be responsible for paying all fees required for the member to get the required endorsements and/or licensure.

Article 25 — Insurance

- A. Effective October 1, 2023 the District agrees to pay up to \$1,646 towards the total premium and management/administrative costs for primary hospital/medical, dental and vision insurance per employee per month. Effective October 1, 2024 the District agrees to pay up to \$1706 toward the total premium and management/administrative costs for primary hospital/medical, dental and vision insurance per employee per month. The employee shall pay the difference between the District’s contribution and the total cost of the primary medical, dental and vision insurance premiums and management/administrative costs.
- B. To the extent an employee chooses an HSA qualified health care option with a premium less than the District monthly contribution amount, the District will add the difference to a qualifying HSA account.
- C. Once enrolled, employees, by monthly payroll deduction, will pay the premium necessary to provide Long Term Disability (LTD) coverage and any other offered supplemental insurance.
- D. Employees may elect to remain with their present insurance plan and pay any difference in premium rates, or they may elect to change their insurance plan or coverage to reduce premium rates. This will happen during the open enrollment period or during a qualifying event as required by OEGB guidelines.
- E. All benefit plan costs (premiums) shall include any and all management-administrative costs.

Article 26—Compliance Between Individual Contract and Master Agreement

Any individual contract between the Board and the individual licensed 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, the Agreement, during its duration, shall be controlling.

Article 27 — Funding

- A. The parties recognize that revenue needed to fund the compensation provided by this Agreement must be approved by established budget procedures.

The District agrees to include in its initial budget request amounts sufficient to fund the compensation provided by this Agreement.

- B. In the event of major unanticipated revenue shortfall, as determined by the Board, salaries and related economic items agreed to herein, shall not be reduced without renegotiations between the Council and the District. The District shall give notice of its intention to renegotiate said provisions. Three (3) school days shall be deemed sufficient notice prior to reopening negotiations. Upon restoration of funds, retroactive pay under these negotiations shall be payable at the next pay period.
- C. If the District closes its schools because of lack of funds, no member of the bargaining unit shall be entitled to any of the monetary benefits provided in this Agreement while the schools are closed.

Article 28 — Rights of Recognized Part-time Employees

- A. Notification: During the offer to hire a person for employment, the District will provide affected employees a supplemental contract that states the hours of work, rate of pay, and dates of employment.
- B. Rate of Pay: Part-time members shall be compensated in accordance with the adopted salary schedule prorating all amounts of time including prep time.
- C. Rights of Employment: All recognized part-time employees shall be considered before other job applicants except regular full-time employees should there be a position opening on a full-time basis. If recognized part-time employees apply for said opening(s), they will be interviewed.
- D. Credit on Salary Schedule: Part-time employees who are subsequently hired on a full-time basis shall be given credit on the salary schedule for all past experience at the following rate:
1. Half-time or more of regular workday equals one-for-one credit on schedule.
 2. Less than half-time equals one-half for one credit.
- E. Fifty-percent (50%) to seventy-four percent (74%) time employees will receive seventy-five percent (75%) of the District medical insurance premium cap. Employees who work seventy-five percent (75%) time to full time (100%) will receive one hundred percent (100%) of the District medical insurance premium cap.

Article 29 — Miscellaneous Compensation

- A. Upon administrator approval, curriculum development, homebound instruction/tutoring, school/district committee work, summer teaching, and other summer work shall be compensated based on the Certified Contract Salary Schedule BA Step 6 salary base, broken down to an hourly rate of pay, and such work shall be voluntary.
- B. Extended contracts for employment beyond the 190-day contract year shall be at 1/190th of the member's contractual salary pay.
- C. The District will notify PTEA of extended contracts issued.

Article 30 — Substitute Teachers

- A. The responsibility for obtaining a substitute shall rest with the appropriate supervisor. The member, however, may recommend a substitute.
- B. Members wishing to voluntarily substitute for another member during their preparation time will be compensated at the rate of BA Step 6 on the Certified Salary Schedule, broken down to an hourly rate of pay, or a prorated amount if members substitute for less than one hour.
- C. Members substituting for another member's class when a substitute is not available, by incorporating additional students into their class in addition to teaching their own students, will be compensated at the rate of BA Step 6 on the Certified Salary Schedule, broken down to an hourly rate of pay. If more than one member shares substituting duties when a substitute is not available, compensation will be split among the members substituting.

Members may instead choose to bank the time in which they substituted to be later used as personal leave in no fewer than half-day increments. [four (4) hours].

- D. Any banked time not used toward personal leave by June 1st of each year will be converted to BA Step 6 on the Certified Salary Schedule, and be included in the employee's June pay period.
- E. Members will make every effort to enter information into the District's automated system. If they are not able to access the system, members or their designee will notify the building principal or their designee.

Article 31 — Extra Compensatory Pay

- 1. Member participation in extracurricular activities that extend beyond the regularly scheduled school day shall be voluntary and shall be compensated according to the following. The Board and/or its delegate reserve the right to fill or not to fill any extra compensatory position or to place coaches on the appropriate level. The intent is for one individual to serve in one designated position; however, if two or more individuals choose of their own volition to share the responsibility and salary of one position, it may be agreed upon by the parties. If the Board wishes to promote any of the following activities, the compensation shall be based upon a percentage of the teacher base BA Step 1) salary as follows:

2.

LEVEL A

PHS Head Football
PHS Head Basketball (girls-boys)
PHS Head Wrestling
PHS Head Baseball
PHS Head Girls' Softball
PHS Head Volleyball
PHS Head Soccer
PHS Band Director (X 2)
PHS Drama (min. 2 productions) (X 1.5)
PHS Media Arts (X 2)
PHS Head Track
PHS Head Cross Country
PHS Head Swimming

LEVEL C

PHS Rally
PHS Asst. Coaches for:
 (Football, Basketball, Soccer,
 Baseball, Softball, Volleyball,
 Wrestling, Swimming, Golf, Track, Cross-Country)
PHS Annual
PHS DECA
PHS Choir
PHS Speech & Debate

LEVEL C1

Middle School Athletic Event Supervisor

LEVEL E

TMS Head Coaches for:
 (Football, Basketball, Wrestling,
 Volleyball, Track, Cross-Country)
TMS School Annual
TMS Athletic Director (X 3)
PHS Leadership
TMS JV Coaches
 (Volleyball, Boys Basketball,
 Girls Basketball)
Link Crew/WEB
Pirates to Raiders
504/TAG School Coordinator

LEVEL B

PHS Head Golf
PHS Trainer
FFA
PHS Tennis

LEVEL D

PHS Art Club
Color Guard Coach

LEVEL F

TMS Asst Coaches
 (Football/Track)
TMS Leadership
TMS Band
TMS Vocal
PHS Student Mediation
PHS VEX Robotics Team
Hall of Fame Coordinator
Summer Weight Room (x4/week)

LEVEL G

Club Sports: (Volleyball, Basketball, Indoor Soccer, Unified)

PHS Math Team

PHS Brain Bowl

PHS Scavenger Hunt

TMS Scavenger Hunt

PHS Honor Society

TMS Brain Bowl

Outdoor Education

Biliteracy/Bilingual Spanish

SIA Sponsored Club (Affinity Groups, GSAs etc.)

Elementary Battle of the Books

Note: All Talent Middle School coaches hired prior to **July 1, 2000**, shall be paid on the following levels:

Head Coaches	Level C
Assistant Coaches	Level E
Club Sports	Level F

All Talent Middle School coaches hired on or after July 1, 2000 will be paid as per the new schedule. Also, those Talent Middle School coaches hired prior to July 1, 2000, who elect to change positions (i.e., from football to wrestling, basketball to track, etc.) shall be paid as per the new schedule.

- A. Virtual AP Courses - \$200 per student
- B. The District will inform the Council of any additional extra-curricular positions that are established during the duration of this Agreement.
- C. The member will be notified as soon as possible when a decision is made to change an extra-curricular assignment.
- D. It shall be the responsibility of the Athletic Director and the building Principal to evaluate extra-curricular assignments.
- E. Each member receiving extra-curricular pay for a seasonal assignment shall have the option of receiving their pay in a lump sum the first payday after the end of the season or divide it into three equal amounts during the assignment period and made as part of the regular payment schedule. If a season or assignment is canceled after it has begun (the beginning of each season will follow the official, published OSAA calendar), members shall receive per diem pay based on the number of days worked each month, however, at a minimum, members will be paid at least 10% of their stipend. If a season or assignment is canceled before it has begun, members will not receive extra-curricular pay and will not be expected to complete any work for that extra-curricular activity.
- F. The District agrees to a committee to make recommendations concerning changes in current positions and to make recommendations concerning placement in new extra-curricular positions. Committee makeup shall include one (1) person appointed by the Superintendent, one (1) board member, and two (2) people appointed by the Association. Applicants must submit an application form by January 30 to the District Office for consideration by the committee. Committee will make recommendations to the Superintendent by March 1. Final decision as to recommended changes in positions and placement on

the salary schedule rests with the Superintendent.

Extra Duty Schedule –The percentage is calculated from the first step of the current salary schedule

POSITION	STEP 1	STEP 2	STEP 3	STEP 4
Level A	0.135	0.145	0.160	0.175
Level B	0.115	0.125	0.140	0.155
Level C	0.102	0.107	0.112	0.120
Level C.1	0.095	0.100	0.104	0.110
Level D	0.088	0.092	0.096	0.100
Level E	0.075	0.080	0.085	0.090
Level F	0.045	0.050	0.055	0.060
Level G	0.030	0.032	0.034	0.036

Article 32 — Student Discipline

The parties agree that maintenance of discipline within the classroom is an important priority, and each further agrees to assist the other in their mutual efforts to resolve difficult behavioral challenges.

- A. The District supports the authority of employees to use prudent disciplinary measures for the safety and well-being of students and employees, as well as the authority to use standard disciplinary measures for a special needs student, except as noted in the law.
- B. Members shall have the right to temporarily remove seriously disruptive students from their classroom. A seriously disruptive student is one who is physically unmanageable, grossly insubordinate and/or who may pose a threat to the physical safety of themselves, the member or other students. In the event a member removes a student from the learning space, the administrator or designee shall be required to notify the member of how the issue was addressed. Every reasonable effort shall be made to notify the member of how the issue was addressed prior to returning the student to the learning space but no later than the end of that working day.
- C. Members may participate in teams that conduct Functional Behavior Assessments and develop Behavior Intervention Plans, and will be responsible for reading, understanding, and implementing IEP, 504, behavior, health, and safety plans of the students under their care.
- D. If a student(s) intentionally causes physical injury to a member(s), the member(s) will be invited to a debriefing meeting with an administrator to review the incident before the student is returned to the learning space. If a plan is not already in place, a plan for the successful and safe re-entry of the student shall be created at that meeting and supports to prevent further incidents shall be discussed. Debriefing meeting processes and decisions will comply with

existing IEPs, 504s, behavior, health, and safety plans, and the requirements of state and/or federal law.

- E. In the exercise of authority by an employee to control and maintain order and discipline, the employee may use reasonable and professional judgment within Board policies and consistent with federal and state laws.
- F. The District and Association shall convene and maintain a committee that is comprised equally of representatives from both parties. The committee will meet at least twice during the school year and will review the District's student discipline procedures, shall recommend changes that it feels would be in the best interest of the District, and shall provide a yearly report to the School Board. A summary of each session will be distributed district wide.

School principals and building reps (and/or designee) will meet annually, during inservice week, with employees to communicate and clarify building disciplinary standards and procedures. Prior to May 1st, school principals and building reps (and/or designee) will review data, process/flowchart for discipline, and communication expectations included in the handbook. The handbook will be updated accordingly.

- G. Student behavioral records shall be available to employees who "need to know" as a result of an assignment to teach or supervise the student. When a building principal or supervisor has actual knowledge of unusual behavioral conduct of a student, within a reasonable period of time, that knowledge shall be shared with the teachers that are assigned to teach or supervise that student. At the request of a member, the building principal or supervisor will meet to discuss the impacts of the student's behavior; and if needed, schedule a meeting with the student's parents or guardians if one has not already occurred.
- H. The District shall, on an on-going basis, provide appropriate inservice or training on behavioral and socio-emotional topics, including legal issues surrounding student behavior and methods for intervening in crisis situations.
- I. In the event a member would like to request additional assistance in the area of student behavior, they shall use the Collaborative Problem-Solving Form included in the Appendix of this contract.

Article 33 — Reduction in Force

- A. In the event the Board, in its discretion, determines that a layoff is necessary, the layoff shall be for non-personal reasons and the affected employees and the Association shall be notified at least forty-five (45) days prior to the effective date of the layoff. In the event of school closure due to lack of funds, however, the notice shall be as soon as practicable. Such notice will be in writing and will include the reason for the layoff and the specific positions to be affected. The Board will then lay off members utilizing the following criteria:
 - 1. Licensure
 - 2. Seniority
 - 3. Cultural or linguistic expertise as defined in ORS 342.934, as in force at the time of the need for reduction in force of employees in the bargaining unit.

4. Competency and Merit

B. PROCEDURE FOR LAYOFF

1. If the District decides to lay off employees, they shall lay off unit members in reverse order of hire.
2. Seniority shall be defined as the employee's total length of continuous service in the District as a licensed member. Seniority will be computed and accrue from the member's first day of actual service with the School District. Ties shall be broken by drawing lots. For members whose first date of employment is July 1, 2019 or after, the Phoenix-Talent Education Association President, or designee, and the Assistant Superintendent of Human Resources, or designee, will draw lots on behalf of members to break ties in seniority within 30 days of their first day of employment. For members whose first date of employment is prior to July 1, 2019, the process of drawing lots will be completed prior to the reduction in force being announced. Seniority shall continue to accrue during paid leaves, but shall not accrue during unpaid leaves. However, authorized unpaid leaves of absence shall not be considered to "break" continuity of employment.
3. If the District desires to retain a member with less seniority than a member being released under this section, the District must show such member has more cultural or linguistic expertise, competency or merit.
4. The definitions of competency is the ability to teach a subject at a particular grade category. Grade category is defined as:
 - High School Grades 9-12
 - Middle School Grades 6-8
 - Elementary School Grades K-5

If appropriately licensed, teachers are considered to be competent within their grade category and at the grade category above or below their current assignment.

The District may consider other relevant experience that might qualify a teacher to move two (2) grade categories.

5. The definition of merit is expressed in ORS 342.934.
6. Before making any layoff decision, the District shall make every reasonable effort to transfer members from courses scheduled for discontinuance to other positions for which they are licensed and qualified.

C. RECALL

If within twenty-seven (27) months of layoff a vacancy occurs within the District for which a laid-off member is qualified, the recall procedure outlined below will be followed:

1. The District will institute a recall procedure which will insure that members be recalled in the inverse order of layoff.
2. At the time of layoff, the District shall provide an opportunity for laid-off members to express in writing a desire to return to the District. The District shall also receive the member's address for recall notification.

In the event of a recall, the District shall notify members who have expressed a desire to return to the District of the recall by certified mail, return receipt requested, sent to the last address given by the member to the District office. The member will have 15 calendar days from the date of mailing to notify the District of intent to return. The member must, thereafter, respond within 30 days from the date the recall notice was received or, if employed elsewhere, at a time mutually agreed upon by the District and the employee. Failure of the member to respond within the 15 calendar days herein specified shall terminate the member's employment as a voluntary resignation.

3. All benefits to which a member was entitled at the time of layoff, including unused accumulated sick leave, will be restored to the member upon the member's return to active employment provided those benefits are still in effect, and the member will be placed on the proper step of the salary schedule for the member's current position according to the member's experience and education.
 4. The District shall continue to pay insurance benefits on behalf of the member for a period of 30 days. Such coverage may be continued for the balance of the layoff provided the employee pays the premium and such practice is with the approval of the insurance carrier.
 5. Members covered by this Article will be given consideration for substitute teaching; such will not affect member recall rights.
- D. The layoff and recall procedure applies to all members of the bargaining unit.
- E. Should the School District close its schools because of budget levy failure, it agrees that for up to twenty-seven (27) months members of the unit will be laid off and recalled according to the procedures outlined.
- F. At the time the District announces its intent to implement the provisions of the Article, upon request, it agrees to provide to the Association, at no cost to the Association, a complete list of all licensed employees, including each employee's date of hire, total teaching experience and areas of certification.
- G. Any "appeal" from the Board's decision on Reduction in Force pursuant to this Article shall be by means of a grievance filed pursuant to the Article on Grievance Procedure.

Article 34 —Evaluation

- A. All employees will be evaluated consistent with District policy, the ODE framework, and the Phoenix-Talent Schools' Evaluation Handbook.
- B. At the beginning of the school year, a copy of the District's evaluation procedure, forms and all relevant policies will be provided to each new member. Any changes that are later approved by the School Board following collaboration between the School Board and the Association will be distributed to all members.
- C. All formal observations of the work performance of an employee will be conducted openly and with full knowledge of the member, with at least one (1) day's advance notice. The one-day notice does not apply to mini observations.
- D. A post-evaluation conference will be held with the member.

- E. The member shall be provided a copy of the complete written evaluation.
- F. Evaluation reports shall be placed in the member's file only after reasonable notice to the member. Employee's signing of evaluation signifies "reasonable notice." It is understood that personally identifiable summative evaluation scores will not be made public unless required by law.
- G. A member has the right to make a written statement relating to the evaluation and such statement shall be placed in the personnel file.

H. PROGRAM OF ASSISTANCE

1. If the District does not extend an employee's contract by March 15 of the first year of the contract, the District will place the employee on a program of assistance for improvement. Employees have the right to representation at every step of the program of assistance.
2. The Association (Council) shall be notified in writing by the District of all employees placed on a plan of assistance for improvement at the same time the employee is notified.
3. The results of performance observation shall be in writing with a copy to the employee. Where deficiencies are noted in the formal evaluation process, an employee may be placed on a program of assistance. A program of assistance shall be in writing and shall include the following:
 - a. The specific deficiencies identified in observations/evaluations;
 - b. The specific correction that is expected to take place;
 - c. The specific assistance to be provided by the District;
 - d. The timeline for improvement that shall include a reasonable amount of time to complete the requirements of the program of assistance;
 - e. Schedule of conferences with written progress reports;
4. Programs of assistance for improvement will identify assessment techniques to be used to measure the success of the employee.
5. Programs of assistance shall not be placed in personnel files except as required by law.
6. The District may not place an employee on a program of assistance for improvement for disciplinary reasons.
7. A program of assistance shall not be required as a pre-condition of the termination of employment of a probationary employee.

Article 35 — Health and Safety

The District shall provide a safe and healthful working environment for all employees.

Article 36 — Early Retirement Incentive

- A. For members hired before June 20, 2003, the early retirement incentive program is for current employees who are PERS eligible due to retirement and who have a minimum of fifteen (15) years experience with the District in a licensed position, or a minimum of ten (10) years of experience with the District in a licensed position and on Step 15 of the salary schedule. The maximum participation allowed by the District is eight (8) years or until eligible for Social Security due to retirement. There are no survivor benefits.

The District will pay the individual who opts for early retirement the following:

1. The sum of 2.65% of the member base salary per month for a maximum of eight (8) years or until an employee is eligible for Social Security due to retirement.
2. Insurance: If the retiree so desires, current medical-hospital insurance may be continued. The District will deduct the cost of such insurance from the retiree's benefit. The option can be exercised once only during each school year at the discretion of the District and/or the insurer. If the cost of the insurance exceeds the amount in Item 1, the retiree will pay the difference.
3. All benefits cease the last day of the month before the month in which the retiree is eligible for Social Security due to retirement, or completes the eight (8) years maximum.

Any employee hired on or after July 1, 2003, will not be eligible for early retirement benefits.

It is further understood that this agreement supersedes all prior early retirement agreements both actual and implied.

This Agreement will not be renegotiated unless both parties agree.

Article 37 — Public Complaint Procedure

A. COMPLAINT PROCEDURE

If a public complaint is made against a member to the administration, a board member or the board, the administration will first attempt to resolve the complaint at an informal level. If the complaint remains unresolved, said complaint shall be processed as follows:

1. If the administration intends to make a record in the evaluation report of a complaint received concerning the member, or
2. If the administration intends to place a record of such complaint in the member's personnel file; or
3. If, in the administrator's judgment, such complaint is sufficiently relevant to the member's performance as to indicate the desirability of a conference, then:

- B. Pursuant to A above, a conference shall be held with the member within five (5) working days after the complaint is made to the administration; except in the event that law enforcement prohibits notice of complaint by the district. When released by law enforcement, the procedures outlined in this article will be applied. At the conference, the member will have a right to be represented and will be given a copy

of the complaint in writing and said complaint shall include all available information, including person(s) making the complaint, nature of the complaint, and requested remedy, if any. If a member believes it necessary, they shall have the right to meet with the complainant.

- C. Any such complaint which the administration chooses not to discuss with the member or which is withdrawn or not discussed within the required time, notwithstanding the exception in B above, shall not be placed in the member's file or considered in the member's evaluation and shall not be used against the member in any subsequent action by the District.
- D. The members will have the right to attach rebuttals or explanations to any written documents placed in the personnel file.
- E. The resolution of the complaint will not be grievable to arbitration.

Article 38 — Textbook/Instructional Materials

The District School Board, with the assistance of members and administrators of the District, shall select textbooks and other instructional materials for each grade and subject field. The District shall provide members with enough textbooks and District-approved instructional materials, which may be digital or paper versions, to supply all students on their roster/caseload. Members shall use District-provided materials.

Article 39 — Site Councils

The District and the Southern Oregon Bargaining 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.

The purpose of a Building Site Council shall be to develop and work towards achieving building level programs, consistent with District policy, this Collective Bargaining Agreement, federal and state statutes and regulations. Examples of Building Site Council responsibilities may include but are not limited to: programs that enhance learning outcomes for students, measurement of learning outcomes, improvement of processes to deliver services to students, and improve elements common to strong school/community relationships. The central office shall provide support and research to Site Council within available time and resources.

Accordingly, in order to encourage the development and implementation of site-based decision making arrangements in the District, the parties agree as follows:

- A. Half of the members of each Site Council will be classroom teachers elected from all teachers in the building. It is recommended that school councils within the district have membership of ten. The make-up would be five teachers, one administrator, two classified, and two parents.

Upon implementation, the school council shall establish terms of office, consensus parameters for council and affected staff, meeting times, purpose and goals within the parameters of Board policy IFCA, with copies of the above forwarded to the Association and the District.

To facilitate the activities of the Council, each Site Council shall receive 2 half-days release time per teacher council member to be used at the discretion of the Council.

- B. The Council, in cooperation with the District office, will, among its other functions, conduct during each school year a site-based decision making orientation program, the purpose of which will be to explain the theory and practice of site-based decision making, and to provide training in the skills, (e.g., group problem solving, consensus building) that are necessary to develop and implement effective site-based decision making arrangements. This program will include a component for all administrators and employees of that building.
- C. 1. If any aspect of a proposed site-based decision making arrangement is contrary to the terms of the Collective Bargaining Agreement, said aspect will not be approved by the Site Council unless a signed waiver is obtained from the SOBC and the School Board. Said waiver must be in writing, and must specify the contractual provision waived, the nature and duration of the waiver, and the employees affected by the waiver. The waiver will be considered an addendum to the Collective Bargaining Agreement, and any dispute as to its interpretation or application will constitute a grievance within the meaning of Article XVIII (Grievance Procedure) of said agreement.
- Similarly, site-based decisions must be consistent with Board Policies unless the Board signs a waiver for specific proposed decisions.
- In addition, the waiver of any state law, administrative regulation, TSPC/ODE Rules shall be submitted for approval to the Board prior to submission to the state agency. The Association shall be notified that waivers are being considered prior to final Board action.
2. Except to the extent waived pursuant to Section C.1. above, the Collective Bargaining Agreement will remain in full force and effect, and have full application to the employees who are affected by the site-based decision making arrangement.
- D. Each building Site Council shall keep minutes of their proceedings and such minutes shall be transcribed and published to its membership with copies submitted to the Superintendent's Office.

Article 40 — Class Size/Caseload

For the duration of this agreement, the District will make every reasonable effort to maintain class size guidelines as per Board Policy.

- A. Administrators and members will use the Collaborative Problem-Solving Form included in the Appendix to address class size/caseload concerns.
- B. By September 1, 2024, PTEA and the District shall create a committee of PTEA members and District administrators to determine class size/caseload guidelines that will be provided to the bargaining teams for consideration by December 15, 2024. The District and Association will work collaboratively to recommend committee members, however, the Association shall have discretion over the PTEA members that will serve on the committee.

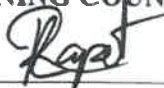
Article 41 — Terms of Agreement

- A. This Agreement shall be effective upon execution by both parties and shall be binding upon the Board, SOBC, and all bargaining unit members, and shall remain in full force and effect from July 1, 2023 through June 30, 2025. All compensation related items shall be retroactive to July 1, 2023.

- B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the SOBC, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject 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 that they negotiated or signed this Agreement.


IN WITNESS WHEREOF the Council has caused this Agreement to be signed by its president and the Board has caused this Agreement to be signed by its chairman, attested to by its clerk.

**SOUTHERN OREGON
BARGAINING COUNCIL**



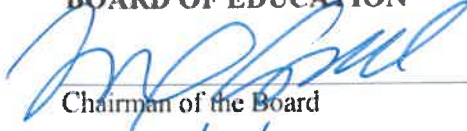
SOBC Chairperson

11/13/23

Date



President, Phoenix-Talent E.A.

**JACKSON COUNTY SCHOOLS
BOARD OF EDUCATION**



Chairman of the Board

11/16/23

Date


Superintendent, Phoenix-Talent School

Appendix - A

Phoenix-Talent Schools LICENSED SALARY SCHEDULE 2023-2024

2023-24 increase: \$1,000 added to BA Step 1 + 3% COLA

STEP	I BA / BS	II BA + 30	III BA + 45	MS + 45	IV BA + 60	MS + 60	V BA + 75	MS + 75	PhD
1	45,215	46,752	48,342	50,603	49,986	52,246	51,685	53,946	
2	46,752	48,342	49,986	52,246	51,685	53,946	53,442	55,703	
3	48,342	49,986	51,685	53,946	53,442	55,703	55,259	57,520	59,781
4	49,986	51,685	53,442	55,703	55,259	57,520	57,138	59,399	61,660
5	51,685	53,442	55,259	57,520	57,138	59,399	59,081	61,342	63,602
6	53,442	55,259	57,138	59,399	59,081	61,342	61,090	63,350	65,611
7	55,259	57,138	59,081	61,342	61,090	63,350	63,167	65,427	67,688
8	57,138	59,081	61,090	63,350	63,167	65,427	65,314	67,575	69,836
9	59,081	61,090	63,167	65,427	65,314	67,575	67,535	69,796	72,057
10	61,090	63,167	65,314	67,575	67,535	69,796	69,831	72,092	74,353
11	63,167	65,314	67,535	69,796	69,831	72,092	72,205	74,466	76,727
12	65,314	67,535	69,831	72,092	72,205	74,466	74,660	76,921	79,182
13	67,535	69,831	72,205	74,466	74,660	76,921	77,199	79,460	81,720
14	69,831	72,205	74,660	76,921	77,199	79,460	79,824	82,084	84,345
15	72,205	74,660	77,199	79,460	79,824	82,084	82,538	84,798	87,059
16	74,660	77,199	79,824	82,084	82,538	84,798	85,344	87,605	89,865

MS = 5%	\$2,261	Longevity 2023-24		
PhD = 10%	\$4,522	17-19	1.75% BA/I	\$791
Increment = 3.4%		20-22	2.75% BA/I	\$1,243
		23+	3.75% BA/I	\$1,696

Appendix - A-1

Phoenix-Talent Schools LICENSED SALARY SCHEDULE 2024-2025

2024-25 increase: 3% COLA

STEP	I BA / BS	II BA + 30	III BA + 45	MS + 45	IV BA + 60	MS + 60	V BA + 75	MS + 75	PhD
1	46,571	48,155	49,792	52,121	51,485	53,814	53,236	55,564	
2	48,155	49,792	51,485	53,814	53,236	55,564	55,046	57,374	
3	49,792	51,485	53,236	55,564	55,046	57,374	56,917	59,246	61,574
4	51,485	53,236	55,046	57,374	56,917	59,246	58,852	61,181	63,509
5	53,236	55,046	56,917	59,246	58,852	61,181	60,853	63,182	65,510
6	55,046	56,917	58,852	61,181	60,853	63,182	62,922	65,251	67,579
7	56,917	58,852	60,853	63,182	62,922	65,251	65,062	67,390	69,719
8	58,852	60,853	62,922	65,251	65,062	67,390	67,274	69,602	71,931
9	60,853	62,922	65,062	67,390	67,274	69,602	69,561	71,890	74,218
10	62,922	65,062	67,274	69,602	69,561	71,890	71,926	74,255	76,583
11	65,062	67,274	69,561	71,890	71,926	74,255	74,372	76,700	79,029
12	67,274	69,561	71,926	74,255	74,372	76,700	76,900	79,229	81,557
13	69,561	71,926	74,372	76,700	76,900	79,229	79,515	81,843	84,172
14	71,926	74,372	76,900	79,229	79,515	81,843	82,218	84,547	86,876
15	74,372	76,900	79,515	81,843	82,218	84,547	85,014	87,342	89,671
16	76,900	79,515	82,218	84,547	85,014	87,342	87,904	90,233	92,561

MS = 5%	\$2,329	Longevity 2024-25	
PhD = 10%	\$4,657	17-19	1.75% BA/ \$815
Increment = 3.4%		20-22	2.75% BA/ \$1,281
		23+	3.75% BA/ \$1,746

Appendix - A-2

**Phoenix-Talent Schools
SPECIALISTS SALARY
SCHEDULE
2023-2024
3% COLA**

STEP	BA	MA
1	58,921	61,182
2	60,924	63,185
3	62,996	65,256
4	65,138	67,398
5	67,352	69,613
6	69,642	71,903
7	72,010	74,271
8	74,458	76,719
9	76,990	79,251
10	79,608	81,868
11	82,314	84,575
12	85,113	87,374
13	88,007	90,268
14	90,999	93,260
15	94,093	96,354
16	97,292	99,553

MS = 5% BA/I	\$2,261
PhD =	
10%	\$4,522
Increment = 3.4%	

Longevity 2023-24

17-19	1.75% BA/I	\$791
20-22	2.75% BA/I	\$1,243
23+	3.75% BA/I	\$1,696

**Phoenix-Talent Schools
SPECIALISTS SALARY
SCHEDULE
2024-2025
3% COLA**

STEP	BA	MA
1	60,689	63,017
2	62,752	65,081
3	64,886	67,214
4	67,092	69,420
5	69,373	71,701
6	71,731	74,060
7	74,170	76,499
8	76,692	79,021
9	79,300	81,628
10	81,996	84,324
11	84,784	87,112
12	87,666	89,995
13	90,647	92,976
14	93,729	96,058
15	96,916	99,244
16	100,211	102,539

MS = 5% BA/I	\$2,329
PhD = 10%	\$4,657
Increment = 3.4%	

Longevity 2024-25

	1.75%	
17-19	BA/I	\$815
	2.75%	
20-22	BA/I	\$1,281
	3.75%	
23+	BA/I	\$1,746



Phoenix-Talent Schools Collaborative Problem Solving Form

Name:

School:

Date:

Other meeting participants:

Topic(s) of concern:

☐ Class size ☐ Caseload equity ☐ Prep time ☐ Student behavior ☐ Other:

Summarize the issue (1-2 sentences):

Background information:

Describe relevant data (schedule, student demographics, number of referrals, class size, etc.)

Previous steps taken towards a solution (if any):

Please indicate solutions of interest. Possible solutions may include but are not limited to:

- ☐ Additional staff support ☐ Compensation for work completed outside of contracted hours
☐ Teaming ☐ Consider change/modify student or teacher schedule
☐ Release time ☐ Professional Development ☐ Other:

For the solution(s) selected please identify:	
Anticipated Benefits:	Anticipated Challenges:

Selected solution(s):

Be specific and detailed about the planned solution, timeframe, and implementation.

Solution Selected:	Dates and Times Implemented:	Outcome:

Follow up meeting scheduled for:

Any adjustments necessary?

Office checklist - Please see that the following items are turned in and/or completed:

- ☐ Copy of form to district office
- ☐ Copy of form to local association president
- ☐ School level meeting held
- ☐ School level solutions identified
- ☐ Follow up meeting scheduled
- ☐ Request and scheduled a meeting with district office if more help is needed