

Central Point School District 6

and

The Southern Oregon Bargaining Council

2024-2026

Agreement

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Preamble

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

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

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

Article 1 – Status of Agreement

A. Bargaining Representative

The Board recognizes the Southern Oregon Bargaining Council as exclusive bargaining representative for all contracted, licensed Teachers, Counselors, Deans, Student Services Coordinators, Student Wellness Specialists, TOSAs, Nurses, Speech and Language Pathologists, Occupational Therapists, and School Psychologists employed by the District. Specialists are defined as Speech Language Pathologists, School Psychologists, and Occupational Therapists. It is recognized that the Superintendent, all directors, principals, assistant principals, substitute teachers, confidential employees, other classified employees and employees employed less than half-time by the District are excluded from the bargaining unit and are not represented by the Council. Members on a temporary contract shall be afforded all contractual rights beginning on the first day of employment. Temporary employees shall not be eligible for the provisions of Article 25 - Reduction in Force, and Article 12 - Evaluation Plan, and it is expressly understood that these persons, after written notice by the District, may be non-renewed by the District for non-personal reasons.

B. Agreement Shall Modify

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

C. Agreement of Parties

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

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

D. Modification Agreement

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

E. Labor-Management Committee

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

F. Official Copies

There shall be two signed copies of the final Agreement. One shall be retained by the District and one by the Council. Within one month of ratification of this Agreement by both parties, the District will provide employees with access to an electronic copy of the Agreement. The District shall provide a printed copy of the contract to a member upon request. The District's signed copy will be delivered to the District prior to distribution to Council membership.

Article 2 – Miscellaneous Provisions

A. Maintenance of Present Standards

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

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

B. Separability

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

C. Compliance Between Individual Contract and Master Agreement

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

D. Non-waiver Clause

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

Article 3 – District Functions

A. Board Rights

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

Article 4 – Council Rights and Responsibilities

A. Information

Upon request in writing, specifying the material requested, the Board agrees to furnish to the Council all information reasonably necessary for collective bargaining and grievance processing purposes in accordance with PECBA.

B. Use of School Buildings

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

C. Use of School Equipment

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

D. Right to Speak at Meetings

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

E. Communications Facilities

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

F. Council Designated Representative

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

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

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

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

H. Release Time for Negotiations Chair

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

I. Release Time for Council Representatives

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

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

K. The Association shall have access to job descriptions for all bargaining unit members. The District shall seek input from members who work within that job description(s) prior to making changes to the description(s). If needed, the District shall provide training for members after changes are made to job descriptions. When changes are made, if the Council submits a demand to bargain over changes to job descriptions, bargaining shall follow the procedures outlined in ORS 243.698.

Article 5 – Non-discrimination

The District and Council are committed to equal opportunity and nondiscrimination in all its educational and employment activities. Discrimination is prohibited based on perceived or actual race; national or ethnic origin; color; sex; religion; age; sexual orientation; gender expression or identity; pregnancy; marital status; veteran's status; familial status; economic status or source of income; mental or physical disability or perceived disability; or military service. There will be no reprisals of any kind against a bargaining unit member(s) in enforcing this article.

Article 6 – Dues and Payroll Deductions

A. Association Dues

1. Dues Deduction Authorization

The District will deduct dues, fees, and any other assessments or authorized deductions to the Association in accordance with the payroll-deduction authorizations signed by members and provided to the Association. The Association will provide the employer with a list identifying the employees who have signed such authorizations and the authorized deduction amounts, as well as payment remittance data instructions for reporting dues payments. The District shall rely on the list and the payment remittance data instructions to make the authorized deductions and to remit payment to the Association. Any employee may withdraw the said dues payroll deductions by writing a letter to the office of the Council and accomplish delivery of the letter prior to September 30 of any school year. The Association shall also notify the District prior to the 15th of the month when a bargaining unit member should no longer have dues deducted. For new members, if notified on or before the 15th of the month, the District will begin dues deductions on that month's paycheck. If the District is notified after the 15th of the month, dues deductions will begin on the pay period in the following month.

The District shall be responsible for paying the D6EA, OEA, and/or NEA dues that are not deducted and paid when the dues deduction information was communicated by OEA Staff to the payroll clerk and District Business Manager by the designated cutoff date.

2. Processing D6EA/OEA/NEA Dues Deductions

D6EA, OEA, and NEA dues deductions shall be made monthly in an amount equal to one-tenth (1/10) of annual dues, commencing with the month of October and continuing through the July pay period. Deductions for employees who join the Association after the beginning of the school year shall be prorated on the same one-tenth (1/10) proration schedule as the rest of the membership.

3. Remittance of Dues Checks & Data

a. Data to OEA

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

b. Data to D6EA

Within ten (10) days after each pay period the District shall send the District 6 Education Association Treasurer an excel-compatible register of the D6EA dues deducted from each member's paycheck.

c. Payment to OEA

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

d. **Payment to District 6 Education Association**

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

4. **District's Release from Responsibility**

The 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. On or before January 22nd, May 22nd, and September 22nd of each year, the District shall provide the OEA membership specialist and the local UniServ Office with an editable, digital file of each bargaining unit member's (both active members and non-members):

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

Whenever a new employee is hired into the bargaining unit, including when a classified employee moves into a position in the bargaining unit, the District shall provide the above information within 10 calendar days of hire.

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

C. **Approved Deductions**

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

D. **Other Deductions**

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

E. **Deductions Itemized**

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

Article 7 – Rights of Licensed Employees - Just Cause

- A. The District shall not discipline, reprimand, suspend, reduce in compensation, or discharge any member without just cause. A member must elect whether to appeal by the grievance procedure or by fair dismissal law procedures. A choice of one precludes the other. This paragraph is not applicable to the non-renewal of probationary members.
- B. Probationary members in their first year of employment, or second year probationary members who have been placed on Intensive Goal Setting during their probationary one year, may be non-renewed by the Board for any reason deemed in good faith sufficient by the Board, provided, however, the Board has complied with the procedural steps in the evaluation process. The judgment and conclusions of the evaluators are not subject to grievance. The District shall follow the Intensive Goal setting guidelines outlined in the District 6 Plan for Evaluating Teacher Performance.
- C. Notwithstanding Section B, probationary members in their second year of employment shall not be non-renewed without just cause provided, however, that arbitration over such second-year non-renewal shall be advisory only to the Board.
- D. Probationary members in their third year shall not be non-renewed without just cause. Grievance arbitration and/or hearing before the District School Board as per ORS 342.835 (2) over third year non-renewal shall be the exclusive remedies over all subjects contained in the non-renewal.
- E. **Written Notice to Appear**
- Whenever any licensed employee is required to appear before a principal, supervisor, the school board, or the Superintendent concerning any matter which would be made a matter of record and could adversely affect the continuation of the employee in their office, position or employment or the salary or any increments pertaining thereto, then they shall be given prior written notice of such meeting or interview and shall be entitled to have a representative of the Council or legal counsel present to advise them and represent them during such meeting or interview. If requested, the member or their representative will be informed in advance of the topic for discussion.
- F. **News Release**
- When a member is disciplined, suspended or dismissed, the District shall make no formal news releases, nor furnish the media with any information beyond that required by Oregon law.
- G. **Uniform Consideration**
- To ensure the right of licensed employees to uniform supervisory consideration in the performance of their assigned duties and responsibilities, it is agreed that the following disciplinary procedures shall apply to all licensed employees. Any licensed employee found by their immediate supervisor to be insubordinate, neglectful of assigned duties and responsibilities or inefficient in the performance of such duties or responsibilities, except for performance in the classroom that is intended to be evaluated pursuant to Article 12, which may result in an official written reprimand shall:

1. Receive a written statement relating to such reprimand or charge from the immediate supervisor, a copy of which shall be placed upon written notice in the employee's personnel file. The licensed employee may make a written statement relating to such reprimand or charge which will be placed in the employee's personnel file.
2. Upon subsequent infraction or infractions the licensed employee shall have the right to a hearing to be held before the Superintendent or the Board. Upon receipt of notice the employee shall be subject to discipline, suspension or discharge.
3. The parties recognize that there are several "serious offenses" for which no prior warning or written notice need be given. (i.e., theft, use of alcohol/drugs during working hours, etc.)

H. Suspension of a Contract Member

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

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

J. Teacher's Right to Determine Grade

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

K. Teacher Licensure

Teachers must maintain a valid teaching license as per TSPC requirements. In the event a teacher does not meet TSPC requirements for renewal, the teacher shall be placed on an unpaid leave of absence until they have met all TSPC requirements to work as a teacher.

Once all requirements have been met, the District shall restore the teacher to their former position without loss of status. If the teacher has not met TSPC requirements to work as a teacher within thirty (30) days, the teacher shall be deemed to have waived grievance rights under this paragraph.

L. Cameras/Recordings

- a. If the District is considering placing cameras or recording devices in classrooms, it shall notify the Council prior to cameras or recording devices being installed. If the Council submits a demand to bargain, bargaining shall commence per ORS 243.698.

- b. The primary purpose of the surveillance camera system in our school district is to enhance the safety and security of students, staff, and visitors. The system is intended to deter inappropriate behavior, provide accurate documentation of incidents, and assist in the overall management and protection of school property.

Article 8 – Complaint Procedure

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

Article 9 – Grievance Procedure

A. Definitions

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

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

Days: Contracted workdays. Weekend or vacation days are thus excluded.

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

Member: Any member in the bargaining unit.

General Provisions Related to Grievance Procedures:

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

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

B. Levels of Grievance Procedures

Informal Discussion: Within twenty (20) days of the time the aggrieved first had knowledge, or reasonably should have had knowledge of the action upon which the grievance is filed, whichever first occurs, they will discuss the grievance with the immediate supervisor with the objective of resolving the matter informally. The grievant shall identify the discussion as a grievance discussion. All responses to the informal grievance by the immediate supervisor shall be in writing and within the timelines established at the informal grievance meeting.

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

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

The arbitrator so elected shall confer with the representatives of the Board and the Council and hold hearings promptly and shall issue a decision. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall have the power only to interpret this Agreement and determine if it has been violated and

fashion an appropriate remedy including, but not limited to the awarding of compensatory damages and/or reinstatement. The decision of the arbitrator shall be submitted to the District and the Council and shall be final and binding on both parties.

C. General Provisions Related to Arbitration

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

Article 10 – Strike - Lockout

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

Article 11 – Personnel Files

A. Content of File

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

B. Signatures on File Contents

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

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

Article 12 – Evaluation Plan

- A. The District 6 Plan for Evaluating Performance shall comply with ORS 342.85. The District agrees that no later than September 30th the District will provide copies of the Plan for Evaluating Performance to members.
- B. The District shall develop an evaluation process in consultation with the Bargaining Council and will periodically review the plan. The District or the Bargaining Council may request a review of the plan at any time. Changes in the plan will occur only after consultation between the District and the Bargaining Council.
- C. By September 15th of each year, members shall have digital access to who their evaluator is and shall have digital access to their evaluation rubric. “On Cycle” evaluations must be completed at least once every two years. If the supervisor determines that a member needs to be “On-Cycle” consecutively, written reasons for this need shall be provided to the member prior to a formal observation. Probationary members shall be on-cycle each year of their probationary period. The Labor-Management Committee will decide what and how further training for administrators and members is necessary regarding both the use and formats of evaluations.
- E. Members have the right to attach a rebuttal to any observation or evaluation report. Members may also appeal their evaluation if they feel it is not representative of their performance or if procedures have not been followed. Members appeal first to their Principal or supervisor, then to the personnel director, and finally to the Superintendent.
- F. If during the appeals process it is determined that the evaluation is not representative of the member’s performance or evaluation procedures were violated, then the parties will develop a mutually agreeable resolution.
- G. Prior to the non-renewal recommendation of a Probationary Member, there will be documented communication provided to the member regarding deficiencies within ten working days after the deficiencies have been identified.
- H. Intensive Goal Setting

Before a member is placed on intensive goal setting, a meeting will be held between the teacher, the Association, and administration to identify the areas of deficiency.

Notwithstanding ORS 243.650 to 243.782, no grievance or other claim of violation of applicable evaluation procedures or fundamental unfairness in a program of assistance for improvement shall be filed while a member is on a program of assistance.

Article 13 – Work Year

A. School Calendar

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

B. The school work year for employees covered by this Agreement shall be within the confines of the school calendar and shall not exceed one-hundred ninety (190) days. It shall comprise of:

- Up to one-hundred seventy-nine (179) days when pupils are in attendance;
- In-service days of which not more than one (1) shall be used for orientation of members new to the District;
- One full member-directed grading day at the end of each grading period.

When the school calendar includes the Friday of in-service week as a workday, it shall be a flexible workday to complete asynchronous District required online trainings, such as Safe Schools trainings. Members have the choice of working remotely.

If the last day of the contract year falls on a Monday and members are able to complete their end of the year obligations during the week prior, Monday shall be a flexible workday and members have the choice of working remotely.

If the District schedules the new member orientation day on a day outside of the contracted work year, all newly hired members shall be paid at their hourly rate for all hours worked.

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

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

Labor Day
Indigenous People's Day
Veteran's Day
Thanksgiving
Presidents' Day
Memorial Day

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

1. Professional Development Days

There will be up to four (4) Professional Development days scheduled each year, one day (eight hours) of which may be performed during building level PLC time at administrative discretion.

- a. These days are District directed, with member input, professional development days that will be organized on either a District or building level.
- b. It is not the intent of the parties for these days to be used for completion of those duties more typically associated with teacher workdays (grading papers, preparing grade reports, etc.)

2. Planning Days

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

3. Professional Learning Communities (PLC)

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

E. Early Dismissal Holiday

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

F. Inclement Weather/Emergency School Closure

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

In the instance that students are not required to be at school for a closure related to circumstances beyond the district's control and the district requests teachers be present, it will be subject to the approval of both the district and the association in such a case.

1. During school years with a 192-day school calendar:
 - a. If there are 0 to 2 school closure days, members would not have additional days assigned;

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

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

G. It is understood and agreed the District, after notice to the Council, may modify the hours provided in this article if required to add time necessary to meet the requirements of law relating to instructional time.

H. Work Week, Days, and Hours

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

- 1. The normal member workday shall be eight (8) hours (7½ hours on Friday) inclusive of a minimum of forty-five (45) minutes duty-free, uninterrupted lunch. On two-hour early release days, duty-free, uninterrupted lunch shall be thirty (30) minutes. For expectations regarding transitions for lunch, refer to Article 16.A.1. Outside of assigned duties, if a member, at the administrator’s request, supervises students during their lunch, before or after school, or during their preparation period, they will be eligible for comp time. Prior administrative approval is preferred, but if the member attempts to contact the building admin or office for approval and are not successful, and spends their lunch/prep period with students, they will seek administrator approval by the end of the day to inform the administrator of the circumstances to be eligible for comp time. When approved, the comp time should be entered on the timesheet for the date and times applicable.
- 2. Each building will establish a standard schedule for the member workday. The beginning of the workday will start between 7:00 a.m. and 8:30 a.m. Individual member work schedules may be adjusted by mutual agreement between the member and the building administrator. Recognizing the need for different learning opportunities, the District

retains the right to create extended day offerings with start times occurring later in the day. No member will be involuntarily transferred into a position which does not meet the standard starting time of between 7:00 a.m. and 8:30 a.m.

- A. All efforts will be made to schedule IEP and evaluation meetings during the workday and outside of members' duty-free lunch and contractually protected preparation time.
3. Dismissal from school on Friday is allowed immediately after class, but no earlier than 7.5 hours from the member's starting time.
 4. It is expected that licensed staff shall be present at school to fulfill the necessary professional obligation, each workday, including student conferences, preparation for classes, curriculum improvement, staff and in-service meetings and parent conferences.
 5. Schedules and Student Contact Time
 - a. All student contact time measurements referenced in this article are calculated as an average number of minutes per day in a typical week or weeks. Student contact time will be as follows:

(1) Elementary Primary	280 minutes
(2) Elementary Intermediate	300 minutes
(3) Scenic Middle School	285 minutes
(4) Hanby Middle School	292 minutes
(5) Crater High School	277 minutes
 - b. The principals and appropriate administrators shall determine work schedules and other factors related to member's assignments through cooperation with their respective staff. Any changes to the schedules will be brought to the staff for input and discussion.
 - c. The following process will apply to changes in school schedules:
 - (1) A joint Committee will convene after the following triggers have been exceeded:
 - (a) K-5: increase of more than five (5) minutes of student contact time identified in Article 13, G, 5, a, above.
 - (b) 6-12: increase of more than ten (10) minutes of student contact time identified in Article 13, G, 5, a, above.
 - (2) The committee will be comprised of equal number of administrators (including a representative from the District office) and affected staff members (including an Association representative) chosen by their respective parties.
 - (3) The committee will propose any schedule changes beyond the established triggers.
 - (4) Any proposed schedule from this committee will be presented to staff and the staff will use a consensus model to resolve any concerns.

- d. Other schedule related agreements
- (1) Crater High School teachers will teach up to 6-periods a day. Two half periods shall be counted as one class period so long as the combined length of the two flex periods are equivalent to the length of one class period.
 - (2) No 6 - 12 grade teacher will be required to teach more than three (3) classes to prepare for in consecutive grading periods with the exception of music, choir, band, PE, art, Voc Ag, and special education. For Foreign Language teachers, each class level shall be counted as a separate prep. For example, Spanish I and Spanish II shall count as separate preps. The one exception shall be Advanced Language counting as its own prep, which includes 3 /4+ and including Native Speakers.
 - (3) Members who are assigned to teach a class, during different class periods, synchronously and asynchronously may meet with their administrator to discuss a course(s) that may need to be counted as a separate prep.
 - (4) Quality in-person services are a priority of the District. It is the District's intent to hire in person service providers and Specialists. Specialists are defined as School Psychologists, SLPs, and OT. Sub-contracts will be offered to outside entities when a position, after being posted for a minimum of 10 business days, has no qualified applicants.
 - a. Any member who is working a hybrid schedule as of the 2023-2024 school year shall have their hybrid schedule maintained.
 - b. Applicants who are unable to work their full FTE on site will be required to work on site for a minimum of 50% of their FTE. Any applicants that are unable to work at least 50% of their FTE on site shall require prior consultation with the Association before they are offered a position with the District. New to District employees who are hired on a hybrid schedule shall only be hired on a temporary contract. Hybrid working conditions and contracts will be evaluated by the District on a yearly basis.

At the September Labor Management meeting each year, or any time upon request, the District will present the Association with a list of any certified employees and their work schedule who are working in a regularly scheduled hybrid situation or who are working 100% remotely.

If a new hire is working any portion of their FTE in a hybrid manner or if a new hire is working 100% remotely, that information shall be added to the new hire report that the District submits to the Association.

6. Parent Conferences

To accommodate evening conferences, each site may, by consensus, choose to work the total amount of conference hours split between the conference days. However, any scheduled day will not exceed 10 hours. No night conferences will be held without adequate security being present during the entire conference period. No parent conferences will be scheduled during preparation periods.

7. Compensatory Time

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

8. Flex Time

- a. Flex time is accrued at a rate equal to the time a member works additional pre-approved hours on special projects identified by the site administrator and requests time off in lieu of payment.
- b. All flex time must be pre-approved by an administrator and recorded appropriately on a timesheet.
- c. Members may accrue flex time to use in either ½ day (4 hours) or full day (8 hours) increments. Leave can only be taken in less than four-hour increments with prior administrative approval.
- d. Flex time may be carried over until January 31 beyond the school year it is accrued, or the members shall be paid at the established curriculum rate of pay in February.

- e. A member can take off as many days in a row as are accumulated.
- f. Members will request to use their accrued flex time with the same advance notice as they do for Personal leave.

9. Elementary Music Program

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

I. Member's Absences

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

- 1. Notify the principal/Supervisor or designee at least one hour prior to reporting time, or as soon as possible if providing one-hours' notice is not possible, on the day of absence.
- 2. Leave complete lesson plans, seating chart, grade books or other items for the effective conduct of the class.

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

K. Staff Meetings

Each building may schedule a maximum of ten (10) one-hour staff meetings per year (excluding in-service week) which require member attendance during working hours. Required meetings shall not be scheduled outside of contracted work hours. The meetings referenced in this section are administrator scheduled meetings, not IEP meetings, SST meetings, or parent meetings.

Article 14 – Teaching Conditions

A. Teaching Materials

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

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

C. Selection of Textbooks and/or Material

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

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

D. Facilities for Members

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

E. Technology/Workload Changes

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

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

F. Aide Time

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

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

Article 15 – Class Size and Caseload Limitations

A. When the District directs a student transfer due to significant behavior or safety concerns, members shall be informed a minimum of one working day prior to the student starting at the new school.

B. Class Size

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

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

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

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

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

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

C. Caseload/Staffing

- 1) It is recognized that the needs of each individual special education student can vary greatly, and therefore drive the needs of the classroom. These caseloads are intended as a guide to begin conversations between special education teachers and administration to meet the unique needs of the students assigned to their caseload. Based on 1.0 FTE, recommended special education caseloads and minimum educational assistant staffing are as follows:

- a. Elementary resource caseload = 40 students or less
 - i. 7 hours Instructional Assistant time
- b. Secondary resource caseload = 45 students or less
 - i. 7 hours Instructional Assistant time
- c. Site based (MAPS) classrooms = 15 students or less
 - i. 2 instructional assistants (7 to 8 hour)
- d. Site based (MAPS+) classrooms = 10 students or less
 - i. 3 instructional assistants (7 to 8 hour)
- e. SLP caseloads = 45 students or less for direct service; 60 students or less total
 - i. The District shall make every effort to provide 4-5 hours of SLPA support weekly
- f. ELD - 60 students

When the above thresholds are exceeded in any given grading period an additional planning day will be available for use.

D. Clerical Support

Clerical support shall be provided for primary and secondary special education teachers. Clerical support may include, but is not limited to, creating and sharing meeting invites, sending meeting notices, and completing IEP related paperwork not requiring licensure, as determined by the case manager.

E. Site-Based Supports

1) No later than September 15 of each year and upon request thereafter, self-contained special education teachers and building administrators, District Level Special Education Administration, and association representatives shall meet for the purpose of coordination of the schedule, determining special education resources, scheduling of IEP meetings, discussing caseloads and supports, and planning allocation of resources. Data presented by the Site Based teacher will be considered in resource allocation and assignment of caseloads. Concerns which are not adequately addressed at the advisory level may be referred to District level Special Education Administration. Concerns that are not addressed at that level may be referred to the labor-management committee.

F. The District shall establish and provide training for members who routinely support students who have identified toileting and/or medical protocols as delegated by the District nurse. Members shall not be expected to toilet students until this training has been provided.

G. The District shall establish and provide training(s) for members who routinely support students that pose safety concerns to themselves or others.

H. Special Education Services

- a) Every effort shall be made to have tentative student placements for the following year determined by the end of the current school year,
- b) Special Education Subcommittee
A Special Education Subcommittee comprised of equal representation of Administrators and Special Education members of up to six total participants will be established during in-service

week of each school year, meet quarterly, and function under a consensus model. The Special Education members on the committee shall be selected by D6EA.

- c) The Special Education Subcommittee shall be responsible for reviewing the continuum of special education services, roles and responsibilities, procedures and objectives, and updating the Special Education Procedures Manual to ensure compliance with Federal and State Laws regarding Special Education.

- I. To the greatest extent possible, the development of yet to be assigned incoming Kindergarten transition IEPs will be equitably distributed. After October 1st, when a member with a SPED endorsement is assigned to write IEPs and conduct IEP meetings for students not on their caseload, they will be time carded additional hours at the hourly rate.

Article 16 – Non-Teaching Duties

- A. The members may, but shall not be required to, perform the following duties: supervision of cafeteria, collecting money from students or parents for registration, school pictures, school insurance, national school assemblies, homeroom and scheduling duties at the high school, PTA or B.C. memberships, milk sales, or any other monetary functions not directly connected with their classroom or department responsibility. The teachers who are conducting classroom or extracurricular activities in which the collection of fees is necessary to the individual teacher directed project or activity will be required to follow the District Student Body Accounting procedure.
1. Elementary teachers will not be required to perform any non-teaching duties including but not limited to playground duty, cafeteria duty, and bus duty. However, the parties agree this language is not intended to release teachers from any normal and usual professional obligations associated with one's individual classroom such as ensuring safe and orderly transitions.
 2. Regarding transportation of special education students, the responsibility of special education teachers shall only include filling out and submitting specialized transportation forms and ensuring students unload morning and board afternoon transportation.

B. Custodial Functions

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

C. Professional Assignment

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

D. Compensation for Pupil Transportation

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

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

E. Materials Transportation

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

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

Article 17 – Professional Rights and Responsibilities

A. Admission to School Activities

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

B. Inventory

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

C. Leaving School Premises

If a member finds it necessary to leave the school building or grounds during lunch and/or break periods, they must first notify their site administrator or designee. Duty in a study hall and planning period are included in the definition of workday. If members find it necessary to leave the school building during other times of the workday, they must first obtain permission from their administrator or designee.

D. Student Teachers

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

E. Absence, Late Arrival, Early Leaving

Members shall adhere to the daily schedule and shall make no commitments which shall preclude their being present in their assigned responsibilities. Requests for exceptions must be submitted to the building administrator prior to the anticipated member absence and/or late arrival or early leaving. If members are out of applicable, accrued leave, salary deduction will be made on a per diem basis or a prorated share thereof, for unapproved absence, late arrival or early leaving.

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

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

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

Article 18 – Preparation Period

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

Article 19 – Substitute Teachers

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

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

- C. When Title teachers who teach at schools on Improvement Plans are obligated to direct instruction groups, they shall only be pulled to cover classes when available options have been exhausted.

Article 20 – Unsafe or Unhealthy Conditions

- 1) The District will provide safe and healthy working conditions. The District will notify members when it becomes aware of identified workplace hazards.
- 2) The District will develop and communicate a plan to provide administrative support when the building administrator is off site.
- 3) All members shall be informed of how and where to fill out appropriate forms regarding reporting injuries, including student inflicted injuries, that occur at work.
- 4) There will be no reprisals of any kind against a bargaining unit member in reporting any unsafe or unhealthy conditions to the Superintendent directly or thereafter to any appropriate state or federal agency.
- 5) The labor-management committee will create a system notifying members of the resolution for a reported unsafe or unhealthy condition.

Article 21 – Paid Leaves of Absence

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

A. Personal Leave

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

1. Two paid days for personal, legal, business or religious matters which require absence during work hours. The reason for taking such leave shall be given to the principal but particulars of the reason need not be specified. Members shall have the option of rolling over one unused personal day or receiving \$100 for each unused personal day in August paychecks each year. Members are required to notify the Business Office via the identified process no later than the last workday of the contract year with their election to roll over one paid personal leave day, for a maximum of three personal leave days. Remaining unused paid personal leave days will be paid out as stipulated in this section. In years when a personal leave day is rolled to the subsequent year, the member will only receive two sub-deduct days in that year.
2. Notwithstanding the above paragraph, three days of the member's choice for which they pay the cost of a substitute irrespective of whether a substitute is hired. These days are entirely discretionary with the member as to the reason for taking such leave. No reason need be given the District, only that such leave is being taken under this subsection.
3. In either of the above categories:
 - a. Notice will be given five (5) days in advance to the principal or supervisor in writing except in the case of an emergency. In an emergency, notice will be given as soon as possible.
 - b. Personal leave may be used in hourly increments if a substitute is not required.
 - c. No personal leave will be granted on the day immediately preceding or immediately following school vacation periods or holidays except pursuant to paragraph 2 (above) whereby the member pays the cost of a substitute, uses accumulated comp and/or flex time or unless approved by the immediate supervisor. If the building administrator denies the leave, it may be appealed to Labor Management.

B. Legal Leave

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

C. Jury Duty Leave

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

D. Bereavement Leave

Employees in the bargaining unit shall have available five (5) days bereavement leave. Bereavement leave shall not be accumulative. Employees on bereavement leave shall receive compensation as though that employee worked for that period. All other benefits shall also continue for the period of bereavement leave. Bereavement leave shall be available for the death of a member of the employee's immediate family, or a death of a member of the employee's spouse's immediate family, or a guardian or a person who served as a guardian without the legal designation for the employee.

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

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

E. Sabbatical Leave

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

F. Temporary Military Leave

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

G. Professional Development

1. Attendance at educational conferences/workshops must receive prior approval of the Superintendent or their designee if the employee is to receive reimbursement for expenses. Reimbursement will be in accordance with written District procedures and may include meals, lodging, and mileage paid at the IRS rate.
2. If not approved as noted in 1 above, members may attend educational conferences/workshops reasonably related to their assignment and at their own expense, however, they shall have the option to use any accrued comp time, flex time, and/or personal leave first. The type of leave that is used and the order in which their leave is used is at the discretion of the member. If members have none of these leaves available, they shall have wages equal to substitute pay only deducted from their salary.
3. Any District professional development that is required and scheduled outside of contracted working hours and/or outside of the contracted work year shall be paid at members' hourly rate.

H. Parental Leave

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

I. Workers' Compensation Insurance/Paid Leave Oregon

A member who receives a benefit under Workers' Compensation Insurance and/or Paid Leave Oregon may elect to use accrued paid 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 the number of accrued paid leave hours necessary to ensure that the member receives their normal salary. The requesting member will provide the necessary information related to the leave granted under Workers' Compensation or Paid Leave Oregon to facilitate the member's deduction and application of the appropriate accrued leave hours. Members who apply for PLO may not realize their full compensation until the district has accurate benefit information from the provider.

J. Paid Leave Oregon

While receiving Paid Leave Oregon benefits, the District will continue to provide all District-provided insurance benefits (e.g., health insurance) and continue to pay any contributions required by this agreement. Members who opt-out of insurance shall receive a check from the District for the full opt-out stipend each month. Any required member contributions towards those benefits will be the responsibility of the member. Members are responsible for remitting the Employee portion pursuant to Payroll requirements for continuation of these benefits.

- a) Members' seniority will continue to be credited while on approved Paid Leave Oregon.
- b) Upon return, members shall be placed in a position for which they are qualified.

Article 22 – Unpaid Leaves

Upon return from any unpaid leave, all previously accrued leave will be restored to the member.

A. Child Care

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

B. Unpaid Personal Leave

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

C. Discretionary Leave

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

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

Article 23 – Sick Leave

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

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

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

A. Number of Sick Leave Days

All members shall be granted ten (10) days sick leave during each school year. Sick leave shall be credited to said members on the first contract day of the work year. In case of members who begin service after the beginning of the school year, sick leave shall be credited on the first day of active service and shall consist of one (1) day for each school month remaining in the school year. Sick leave may be taken in hourly increments if a substitute is not required.

B. Accumulated Sick Leave

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

C. Transfer of Sick Leave

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

D. Notice of Absence

When a member will be absent from work, they shall give notice to the principal, or the person designated by the Superintendent to receive such notice. If the absence is for more than one day, the principal will be notified of the probable date of return. The principal may require substantiation of said illness if the member was absent for more than five consecutive days. If there is suspected misuse of leave, substantiation may be required before 5 consecutive days.

E. Returning from Illness

A member returning from any illness, whether or not sick leave benefits have been paid, may be required to submit to a medical examination at the expense of the Board or furnish a medical doctor's certificate of health prior to returning to work if they were absent for more than five consecutive days. If there is suspected misuse of leave, substantiation may be required before 5 consecutive days.

F. Sick Leave Bank

1. The D6EA may request that interested Bargaining Unit Members donate sick leave, in half day increments, to a bank that can be used to help Bargaining Unit Members who have experienced extraordinary medical circumstances or very serious illness. Members will fill out an electronic release form to donate leave that shall be submitted to the D6EA and the District. Once the leave is donated to the bank, the revocation of sick leave is final and will not be returned to the donating member.

2. Bargaining Unit Members may donate up to two (2) sick days per school year; however, the sick leave bank shall not exceed the total number of certified FTE as of October 1st of each year. The accumulated sick leave bank days will carry over from year to year. Sick leave bank days may only be disbursed to bargaining unit members who have exhausted all other paid leave, excluding Paid Leave Oregon. Members who are eligible for long term disability must apply for long-term disability.
3. Members will submit a request for sick leave bank hours through an electronic request form that is sent to D6EA. D6EA will notify the District within five working days if a request for leave from the bank has been approved.
4. The D6EA will have sole discretion in designing criteria for disbursing days from the sick leave bank, and decisions on disbursement are not grievable. The Association will share the sick bank criteria with the District upon activation of the sick bank. Disbursements of over 80 hours per member will be reviewed by labor management.
5. The Association and Bargaining Unit Members shall hold the District harmless against any and all claims, suits, orders, or judgements brought against the District as a result of the Sick Leave Bank provisions, except for those determined to be caused by the District's negligence.

H. Extended Insurance Benefit

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

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

Article 24 – Vacancies and Transfer

A. Vacancies

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

B. Notice of Vacancy

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

C. Voluntary Transfer to Fill a Vacancy

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

D. Involuntary Transfer

1. Prior to initiating involuntary transfers, the District may, at its discretion, seek volunteers. The District shall make a reasonable effort to consider the preferences and qualifications of members who express a voluntary interest in transferring. The District retains the right to make assignments based on the needs and best interests of the educational system.
2. When a member is being involuntarily transferred, the Association shall be provided with notice on the same day as the member. The member will have the opportunity to make known to the appropriate administrators their wishes regarding the new assignment.
3. If at all possible, notice of an involuntary transfer or classroom reassignment will be given to the member by June 1. When members are required to move classrooms, the District agrees to

provide such member with up to three (3) paid days for K-5 members and up to two (2) paid days for 6-12 members exclusive of scheduled in-service prior to assuming the new classroom assignment. Members will coordinate with the building administrator to develop an approved move plan and shall provide documentation of hours worked for payment. Members will be paid at curriculum rate for time worked.

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

Article 25 – Reduction in Force

A. Definitions

1. Seniority: Seniority will be determined for retention of members based on the first day of actual service with the District in a licensed position. Ties will be broken by drawing lots. Each year new employees with the same hire date will draw lots during the first week of work.
2. Unit: A unit description for layoff purposes only shall be District-wide as follows:
 - a. Grade level: Elementary K-5, secondary 6-12, or K-12.
 - b. Specific license within the levels as required for the position.
3. Reduction in Force: When the number of employees in a unit, less the number of resignations and retirements, exceeds the number of positions approved by the District for that unit. An involuntary reduction in force from a 1.0 FTE is also considered a RIF.
4. Competence: Competence shall be defined as demonstrated ability to teach at the elementary or secondary level. Successful evaluations shall be evidence of demonstrated ability. A successful evaluation is one which does not result in a member being placed on a Program of Assistance for Improvement or has been given notice of termination at time of layoff.

B. Reduction Notice

If the District is contemplating a layoff of any members of the bargaining unit, it will notify the Council as soon as the need for such a reduction is determined by Board resolution. Such notice will be in writing and will include the specific positions to be affected, the proposed time schedule and the reasons for the proposed action. This notice shall be provided to the Council at least twenty (20) working days prior to the layoff date. Such reasons within the law shall not be grievable. Upon request, and prior to the layoff, the District will discuss with and receive input regarding the layoff from the Council. Reduction in force shall be accomplished under the procedures and standards of ORS 342.934, as in force at the time of the need for reduction in force of employees in the bargaining unit.

C. Reduction in Force Process

1. Before making any layoff decisions, the District shall make every reasonable effort to:
 - a. Transfer teachers of eliminated or adjusted classes to other teaching positions for which the teachers are licensed and qualified.
 - b. Combine teaching positions in a manner that allows teachers to remain qualified so long as the combined positions meet the curriculum needs of the school district and the competence consideration.
 - c. Maintain the proportion of teachers with cultural or linguistic expertise compared to teachers without cultural or linguistic expertise.
2. After completing the steps outlined in C.1(a)(b) and (c) above, should a layoff still be deemed necessary, the District will notify the Association as soon as the need for such a reduction is determined

by Board resolution and at least twenty (20) working days prior to layoff. Such notice will be in writing and will include the specific positions to be affected, the proposed time schedule, and the reasons for the proposed action. Such reasons within the law shall not be grievable. The list will include each members' status as a member with cultural and linguistic expertise, seniority, assignments, and licensure.

3. After one (1) above, and following the consideration of the cultural and linguistic expertise factors, layoff shall be accomplished by notifying in writing the least senior member(s) in the affected unit(s) in order of their seniority. Impacted members shall receive a minimum of ten (10) working days' notice prior to being laid off. The notice shall state that the action constitutes a non-personal termination of employment. It shall state the effective date of such termination, describe the member's fringe benefits which may exist during a time following the termination, and shall guarantee that, upon recall as outlined below, the member shall be restored to all benefits, privileges, and status of the contract then in effect between the District and the Council.

4. Employees laid off in accordance with the terms provided in this Agreement shall receive full paid fringe benefits as provided in Article 28 - Insurance of this Agreement for one (1) month following the month their benefits would normally have terminated as a result of the service to the District, and provided that employee does not secure employment in another job which provides some form of paid medical insurance.

D. Layoff Pool

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

E. Recall Procedure

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

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

position. Failure of the member to respond within the time limit specified herein shall terminate their right of recall.

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

Article 26 – Professional Growth Fund/Staff Development

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

Article 27 – Retirement Pay and Incentives

A. Severance Pay

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

50% of ending month's salary after 10 years service

75% of ending month's salary after 15 years service

100% of ending month's salary after 20 years service

2. This is a one-time payment given at the conclusion of the member's term of service with the District.
3. Severance pay is not payable to persons electing the benefits of Retirement Incentive hereafter provided in Paragraph B.

B. Retirement Incentive

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

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

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

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

- a. Option 1:

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

- b. Option 2:

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

- c. Employees will need to notify the District of which option they are electing to participate in no later than June 1, 2008. Once the employee has made an election of which early

retirement benefit they wish to participate in, the choice shall be final and not subject to change in the future.

3. Beginning with the 2008-09 contract year bargaining unit members who, as of June 30, 2007, have less than eight (8) years but at least three (3) years of service with the District shall be eligible to participate in a deferred compensation program.
 - a. Employees are eligible to receive up to a fifty dollar (\$50) per month in a matching contribution by the employer to a tax-sheltered annuity or VEBA program.
 - b. The employee's contribution will be matched dollar for dollar by the District to a maximum of fifty dollars (\$50).
4. Beginning with the 2008-09 contract year members not qualifying for the early retirement incentive program (Sections 1 and 2) or the deferred compensation program in Section 3 shall be eligible to participate in the deferred compensation program once they have completed their third year of service.
 - a. Employee is eligible to receive up to a fifty-five dollar (\$55) per month matching contribution by the employer to a tax-sheltered annuity.
 - b. The employee's contribution will be matched dollar for dollar by the District to a maximum of fifty-five dollars (\$55) per month.

C. Retired Rehired

- 1) Through calendar year 2034, after retirement, the District may employ retired employees up to the maximum state allowed hours worked by the retired employee. Members will be hired back on one-year temporary contracts.
- 2) Employees who choose to retire during their current contract year may be rehired to finish the current contract year under the following conditions:
 - a) Employees requesting to finish the contract year will be notified of whether or not they will be rehired within thirty (30) days after their retirement notification to the District.
 - b) If selected for rehire, a unit member may continue to work as an employee at their current contracted salary for the remainder of the current contract year.
- 3) Employees may be rehired for additional years under the conditions stated above at the District's discretion and without the vacancy being posted. However, notification for rehire will be given no later than May 31 prior to the school year to be worked.
 - a) Compensation - Salary shall be at the rate of pay in accordance with the rate established by the employee's experience and education level in the current collective bargaining agreement.

- 4) All employees who are retired/rehired will be subject to the following conditions:
- a) Employees shall be eligible for District insurance as a retiree and the insurance cap established in the collective bargaining agreement through September 30th.
 - b) PERS Tier I and Tier II employees shall have all sick leave hours transferred to PERS upon retirement and those hours will not be available upon re-employment.
 - c) OPSRP PERS employees will maintain their sick leave hours.
 - d) Employees may choose to collect their contractual retirement benefits for which the employee may be eligible either at the time of their initial retirement or at the end of their service with the district. If employees choose to hold their benefits in abeyance until the end of their service with the district, the retirement benefits will be based upon the contractual benefits available at the time of the end of their service.
 - e) Employees are part of the D6EA collective bargaining unit. These members are entitled to the rights established in the full collective bargaining agreement, excluding Article 25, Reduction in Force.
 - f) The District will not be obligated to forward payments to PERS for the member who is already drawing PERS benefits.

Article 28 – Insurance

A. For 2024-2025, the District will contribute the amounts listed below monthly, toward the following insurance program:

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

Moda Plan 1 - \$1,599

Moda Plan 2 - \$1,599

Moda Plan 3 - \$1,599

Moda Plan 4 - \$1,660

Moda Plan 5 - \$1,650

Moda Plan 6 - \$1,840

Moda Plan 7 - \$1,730

The District's monthly contributions for the 2025-2026 school year are subject to negotiations that will occur annually during the duration of this contract.

B. All part-time members who work at least .50 FTE shall receive 100% of the District insurance premium contribution.

C. The yearly deadline to select insurance plans shall be September 6th.

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

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

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

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

F. The Association will select the insurance carrier.

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

H. Opt Out Program:

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

An employee participating in the Opt Out Program may elect for a Section 125 account contributions described in this section to be applied toward any benefit that may be available under the District's applicable Section 125 plan (for example, health flexible spending arrangement and/or dependent case assistance plan), or the employee may elect to receive up to one hundred percent (100%) of the contribution as taxable compensation.

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

H. HSA

Health Savings Account (HSA):

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

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

Article 29 – Professional Salaries

A. Salary Schedule

Basic salaries for members shall be as set forth in Appendix A, A-1, A-2, and A-3-which are attached and incorporated into this Agreement. The COLA for 2024-2025 shall be 3% and the COLA for 2025-2026 shall be 3.5%. All eligible members shall be granted step advancement.

B. The member shall be awarded full credit for teaching in a position that required a valid teaching license or experience in their field outside of the District up to the maximum step on the salary schedule. Members shall receive a full year of experience credit when they provide employment verification that demonstrates they worked at least 135 days at .50 FTE or higher.

C. Members will be paid on the 20th day of each month. If the 20th falls on a weekend or a federally observed holiday, members will be paid on the preceding business day.

D. Any balance in the Board’s contractual salary, due to a member not returning to the District, shall be paid in the regular June payroll unless otherwise provided by the written consent of the member providing money is available.

E. Written notice of additional college credit shall be given to the District Human Resource Office by the member by September 1st and the horizontal move then will be made. The Official grade transcripts must be furnished to the District by November 1st. If not furnished as provided herein, the horizontal move will be reversed and the member will reimburse the District for the overpayment by salary deduction or cash payment. Classes shall be reasonably related to that member’s professional improvement, assignment and/or potential assignment.

F. PERS/OPSRP

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

- b. The District shall be relieved of its obligation to otherwise pick-up, assume, and pay the six percent (6%) employee contribution/payment required by ORS 238.200; and,
 - c. The District agrees to adopt a School Board resolution to make an election under IRS Codes to allow a pre-tax deduction of the six percent (6%) employee contribution/payment required by ORS 238.200. Such deduction shall be made from each employee's pre-tax gross wages.
 - 4. Should changes in law regulation or decisions of the courts, reduce or limit the allowable District contribution/payments to PERS/OPSRP on behalf of employees to less than six percent (6%), the difference shall be added to the base salary and the salary schedule shall be recomputed on the same index to be effective prospectively. Sections 3a and 3b, above, shall than be enacted using the corresponding percentage/dollar amounts.
- G. Credits earned beyond the award of a baccalaureate degree will be used to determine quarter hours of credit on the salary schedule.
- H. Salary Payments
 - 1. Licensed employees shall be paid for the ensuing school year in twelve (12) equal payments unless they are employed after September 15.
 - 2. Employees hired after September 15 shall be paid monthly in equal installments so as to complete payment of compensation due them by August 30.
 - 3. Members working less than full-time shall be paid at their hourly rate of pay for all hours worked during in-service or other District activities that exceed their FTE.
 - 4. For full time (1.0 FTE), hourly rate shall be defined as the member's annual salary as identified in the salary schedule divided by the number of contracted workdays, divided by eight (8).
 - 5. With the exception of curriculum work or voluntary involvement in training or special projects that is offered up at curriculum rate, if members with administrative pre-approval work beyond the established work year, they shall be paid at their hourly rate for each hour worked.
- I. School Improvement Pay
 - 1) If not done as a part of the members' normally assigned duties, at the District' discretion, school improvement work, including scoring of assessments, shall be paid at either members' hourly rate, comp time, or a substitute may be hired to provide release time.
- J. Service Premium Pay
 - a) Members shall only be eligible for Service Premium Pay once they have completed 10 years of service in the District and have completed BA+75, Step 14. Starting in their 11th year of service in District 6, they shall receive premium service pay based on the following table:

Column and Step on the Salary Schedule	Number of Completed Years in the District	Service Premium Stipend
BA+75, Step 14	10-14	6% of BA Step 0
BA+75, Step 14	15-19	7% of BA Step 0
BA+75, Step 14	20-26	8% of BA Step 0
BA+75, Step 14	27+	9% of BA Step 0

a) Such payments shall be paid to eligible employees with November payroll of each year.

K. Masters Level Pay

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

L. PhD Level Pay

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

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

N. Members who provide administrator requested interpretive services, outside of their regular job duties, during their prep time and/or outside of their working hours shall receive comp time.

O. Special Education teachers shall receive an annual \$1,100 stipend. This stipend shall be paid to eligible members with November payroll of each year.

P. Any member who teaches a course that is administrator approved where students are eligible for dual college credit or is an accredited Advanced Placement Course shall be eligible for a stipend as follows:

- a. One or two courses - \$500 stipend
- b. Three courses or more - \$1,000 stipend
- c. A class that is completed within a single semester counts as one course.
- d. A single year course that spans over multiple grading periods is considered one course. (e.g. Calculus 1, 2 or Biology 1, 2 & 3)
- e. All stipends will be compensated in one lump sum within 30 days of completion of the course.

Article 30 – Extra Compensatory Duty

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

Article 31 – Job Sharing

- A. For the purposes of this Agreement, job sharing shall mean the voluntary occupation, at District discretion, of a single staff position by two (2) currently employed individuals with each assignment the equivalent total of 95 full contract days during years when there are 190 contract days and 96 full contract days during years when there are 192 contract days for each staff member. Additional required days within the contract year shall be paid at the members' daily rate.
1. Job sharing may continue from year to year by requests made prior to February 1, and at the discretion of the District, the Council and with the approval of the members involved. However, at the termination of the job sharing each member shall return to the same status they held prior to the shared position.
- B. Shared time positions will be compensated as follows:
1. Salary will be fifty percent (50%) of each member's regular annual salary. The experience and educational step for the member will be the same as they would be entitled to if employed on a full-time basis. This step will determine the base salary from which the salary fraction will be computed.
 2. Seniority will accrue to a person in a shared time position at $\frac{1}{2}$ the normal rate.
 3. Leaves will accrue at $\frac{1}{2}$ the normal rate.
 4. Division of the fringe benefit package shall be by written mutual agreement of the partners with District approval, however, the District shall not be liable for more than one fringe benefit package. Partners may continue on all benefit programs at their own expense.

Article 32 – Professional Development

A. School Site Councils

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

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

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

Other members may include:

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

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

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

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

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

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

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

Article 33 – Part-Time Employees

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

- a) Preparation time for part-time members shall be pro-rated based on the amount of prep time received by full-time members at the level (elementary, middle, or high school) where they teach/work.

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

Article 34 – Student Discipline

1) The District shall create and maintain behavioral support procedures that include student discipline as a component of the building discipline plans. The procedures will be shared with members annually and will include member roles and responsibilities for maintaining a safe and orderly school environment and procedures for room clearing.

2) Responsibility to Inform

Upon becoming aware, and subject to the limitations of the Family Educational Rights and Privacy Act (FERPA), members with a legitimate educational interest will be notified of student(s) who evidence behaviors that present a serious safety concern to other students or the member.

3) When a student’s behavior interferes with the classroom instruction to the detriment of other students and the member, the member shall send the student(s) to the building’s designated location. The member shall communicate with the office regarding the incident, and all involved will follow the steps in the building discipline plan. The administrator or designee will communicate with the member prior to the student returning to class.

4) When students are placed on a behavior/discipline plan, or if their behavior/discipline plan changes, affected members shall be advised of the newly created or revised plan prior to the student returning to class.

5) IEP, Section 504, and legal requirements in state and/or federal law will be considered regarding student discipline.

Article 35 – Duration of Agreement

- A. This Agreement shall be in full force and effect from July 1, 2024, to, and including, June 30, 2026 , with the exception of Article 28. Article 28 shall be reopened for negotiation no later than May 1, 2025, and insurance benefits shall be negotiated for the 2025-2026 school year. The Agreement negotiated shall be reduced to writing after ratification by the parties.
1. Article 1 (C), (D), (F) - STATUS OF AGREEMENT
 2. Article 5 - NON-DISCRIMINATION
 3. Article 9 - GRIEVANCE PROCEDURE
 4. Article 2 (C) - MISCELLANEOUS PROVISIONS

Signatures

Executed this _____ day of _____, 2024, at Central Point, Oregon, by the undersigned officers of District 6 School Board and Administration on behalf of School District 6, Jackson County, Oregon and by the Southern Oregon Bargaining Council, on behalf of the members.

For the Council:

For the Board:

Council Representative

Board Chair

Local Association Representative

Superintendent-Clerk

Appendix A
2024-2025 Salary Schedule
3% COLA

	ZERO	15 CR HRS	30 CR HRS	45 CR HRS	60 CR HRS	75 CR HRS
ZERO	\$46,194.11	\$47,764.71	\$49,388.71	\$51,067.93	\$52,804.24	\$54,599.58
[Year 1]	\$47,764.71	\$49,388.71	\$51,067.93	\$52,804.24	\$54,599.58	\$56,455.97
[Year 2]	\$49,388.71	\$51,067.93	\$52,804.24	\$54,599.58	\$56,455.97	\$58,375.47
[Year 3]	\$51,067.93	\$52,804.24	\$54,599.58	\$56,455.97	\$58,375.47	\$60,360.24
[Year 4]	\$52,804.24	\$54,599.58	\$56,455.97	\$58,375.47	\$60,360.24	\$62,412.49
[Year 5]	\$54,599.58	\$56,455.97	\$58,375.47	\$60,360.24	\$62,412.49	\$64,534.51
[Year 6]	\$56,455.97	\$58,375.47	\$60,360.24	\$62,412.49	\$64,534.51	\$66,728.68
[Year 7]	\$56,455.97	\$60,360.24	\$62,412.49	\$64,534.51	\$66,728.68	\$68,997.46
[Year 8]	\$56,455.97	\$62,412.49	\$64,534.51	\$66,728.68	\$68,997.46	\$71,343.37
[Year 9]	\$56,455.97	\$62,412.49	\$66,728.68	\$68,997.46	\$71,343.37	\$73,769.04
[Year 10]	\$56,455.97	\$62,412.49	\$68,997.46	\$71,343.37	\$73,769.04	\$76,277.19
[Year 11]	\$56,455.97	\$62,412.49	\$68,997.46	\$73,769.04	\$76,277.19	\$78,870.61
[Year 12]	\$56,455.97	\$62,412.49	\$68,997.46	\$76,277.19	\$78,870.61	\$81,552.21
[Year 13]	\$56,455.97	\$62,412.49	\$68,997.46	\$76,277.19	\$81,552.21	\$84,324.99
[Year 14]	\$56,455.97	\$62,412.49	\$68,997.46	\$76,277.19	\$84,324.99	\$87,192.04

Masters Stipend (5%)	\$2,309.71
Premium Service Pay	
10-14 Years (6%)	\$2,771.65
15-19 Years (7%)	\$3,233.59
20-26 Years (8%)	\$3,695.53
27+ Years (9%)	\$4,157.47

3.4% Step Increase

Appendix A-1
2025-2026 Salary Schedule
3.5% COLA

	ZERO	15 CR HRS	30 CR HRS	45 CR HRS	60 CR HRS	75 CR HRS
ZERO	\$47,810.90	\$49,436.47	\$51,117.31	\$52,855.30	\$54,652.38	\$56,510.56
[Year 1]	\$49,436.47	\$51,117.31	\$52,855.30	\$54,652.38	\$56,510.56	\$58,431.92
[Year 2]	\$51,117.31	\$52,855.30	\$54,652.38	\$56,510.56	\$58,431.92	\$60,418.61
[Year 3]	\$52,855.30	\$54,652.38	\$56,510.56	\$58,431.92	\$60,418.61	\$62,472.84
[Year 4]	\$54,652.38	\$56,510.56	\$58,431.92	\$60,418.61	\$62,472.84	\$64,596.92
[Year 5]	\$56,510.56	\$58,431.92	\$60,418.61	\$62,472.84	\$64,596.92	\$66,793.22
[Year 6]	\$58,431.92	\$60,418.61	\$62,472.84	\$64,596.92	\$66,793.22	\$69,064.19
[Year 7]	\$58,431.92	\$62,472.84	\$64,596.92	\$66,793.22	\$69,064.19	\$71,412.37
[Year 8]	\$58,431.92	\$64,596.92	\$66,793.22	\$69,064.19	\$71,412.37	\$73,840.39
[Year 9]	\$58,431.92	\$64,596.92	\$69,064.19	\$71,412.37	\$73,840.39	\$76,350.96
[Year 10]	\$58,431.92	\$64,596.92	\$71,412.37	\$73,840.39	\$76,350.96	\$78,946.89
[Year 11]	\$58,431.92	\$64,596.92	\$71,412.37	\$76,350.96	\$78,946.89	\$81,631.08
[Year 12]	\$58,431.92	\$64,596.92	\$71,412.37	\$78,946.89	\$81,631.08	\$84,406.54
[Year 13]	\$58,431.92	\$64,596.92	\$71,412.37	\$78,946.89	\$84,406.54	\$87,276.36
[Year 14]	\$58,431.92	\$64,596.92	\$71,412.37	\$78,946.89	\$87,276.36	\$90,243.76

Masters Stipend (5%)	\$2,390.55
Premium Service Pay	
10-14 Years (6%)	\$2,868.65
15-19 Years (7%)	\$3,346.76
20-26 Years (8%)	\$3,824.87
27+ Years (9%)	\$4,302.98

3.4% Step Increase

Appendix A – 2
 2024-2025 Specialist Salary Schedule
 3% COLA

School Psychologist, Speech Language Pathologist, Occupational Therapist

	BA
Year 0	\$62,597.53
Year 1	\$64,725.85
Year 2	\$66,926.53
Year 3	\$69,202.03
Year 4	\$71,554.90
Year 5	\$73,987.77
Year 6	\$76,503.35
Year 7	\$79,104.46
Year 8	\$81,794.01
Year 9	\$84,575.01
Year 10	\$87,450.56
Year 11	\$90,423.88
Year 12	\$93,498.29
Year 13	\$96,677.23
Year 14	\$99,964.26
Masters Stipend	\$3,129.88

3.4% Step Increase

Appendix A – 3
 2025-2026 Specialist Salary Schedule
 3.5% COLA

School Psychologist, Speech Language Pathologist, Occupational Therapist

	BA
Year 0	\$64,788.44
Year 1	\$66,991.25
Year 2	\$69,268.95
Year 3	\$71,624.09
Year 4	\$74,059.31
Year 5	\$76,577.33
Year 6	\$79,180.96
Year 7	\$81,873.11
Year 8	\$84,656.80
Year 9	\$87,535.13
Year 10	\$90,511.32
Year 11	\$93,588.70
Year 12	\$96,770.72
Year 13	\$100,060.92
Year 14	\$103,462.99
Masters Stipend	\$3,239.42

3.4% Step Increase

Appendix B – Extra Compensatory Duty

A. Committee

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

B. Extra Compensatory Placement

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

C. Evaluation

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

D. Movement on the Schedule

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

E. Substitute Teachers

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

F. Extended Teaching Duty Contracts

1. The purpose of this duty contract is to reduce class size in the secondary schools by allowing teachers to teach a class during their preparation period.
2. It is understood that acceptance of this duty contract shall be voluntary, and in no way sets precedence for the District to implement a mandatory extended period day.
3. Teachers who accept an additional class period assignment shall be compensated at ten (10) percent of the base salary per semester or 6.67 percent of the base salary per trimester.
4. Acceptance of an additional class period shall not obligate the teacher to teach the class beyond its normal ending period (term or semester).
5. This extended day contract opportunity will be offered to current District 6 members or to retired District 6 teachers. First consideration shall be given to identified D6 members.

- K. Failure of current or retired District 6 teachers to accept an extended duty contract shall result in the District posting the position. The position will then be filled by a temporary contract teacher.

L. Extra and Extended Duty Contracts

1. Notice of extra and extended duty contracts or termination or non-renewal thereof will be given both the affected member and the Association by June 30 of a given school year.
2. The District retains the right to fill or not fill any position.
3. The District shall have the right to hire, non-renew or terminate contracts annually subject only to the completion of the evaluation procedure contained in Section C above. Any relief pursuant to a grievance based on this provision will be limited to a requirement that the District complete and file the evaluation.

M. Computation of Extra Compensatory Salaries

1. Salaries for extra compensatory personnel will be based on the index factors following each activity or sport. Extra duty index factors will be computed from the base salary on the regular licensed salary schedule. This compensation is to be paid in addition to the member's regular salary as in accordance with Appendix B - Extra Compensatory Duty.
2. Coaches whose team(s) make the playoffs will be paid their daily rate of pay, based on their stipend listed under the Extra Duty Assignments of this Appendix, for additional days worked during the post-season. The number of additional days worked for each coach during the post-season will be determined by the Athletic Director.
3. Any member requested by the District to do curriculum work outside the regular contract day or number of contracted days will be compensated at a rate of \$32 per hour for the 2024-2025 school year and \$33 per hour for the 2025-2026 school year. Compensation shall be paid within thirty (30) days upon completion of the assignment.
4. Provided funds are available, extra duty personnel will have the option of receiving compensation in one lump sum within thirty (30) days of completion of the assignment or having the compensation divided into monthly payments and included in regular payroll. The option pertains to all extra duty contracts belonging to that employee.
5. Each year, administrators may identify critical functions of the school and/or program that require up to fifteen (15) extra days to be worked by bargaining unit members not withstanding current extra day allocations. FFA Advisors shall not be subject to the 15-day limit. To the extent possible, by April 1st of each year, administrators will meet with the applicable bargaining unit member(s) to identify extra workdays that are needed and discuss the work that is to be completed on the extra days. The District shall notify the Association at the June Labor Management meeting of any additional days that are added and the job duties to be completed. These extra days worked will be paid at members' individual daily rate of pay.

N. Responsibility and Extended Contract Indices

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

Extra Duty Assignments

High School

Advisors

Athletic Director	.140
Dance Team	.040
Cheerleading (per season)	.050
Cheerleading Asst.	.040
Color Guard	.050
Extra-Curricular – Academic Advisor	.040
Examples: (Math Team, Brain Bowl, DECA, FNRL Advisor, Pentagames, MATHCOUNTS, etc.)	
Speech and Debate	.080
Honor Society	.030
Sources of Strength	.030
Student Store	.040
TAG	.030
Event Coordinator (per season)	.105
CTE Lead Teacher	.040
CESPN	.040
Grant Funded Club Advisor	.030
Extra-Curricular Assistant	.030

Activities

	<u>1-2</u>	<u>3-4</u>	<u>5+</u>
Annual	.060	.080	.095
Drama	.060	.080	.095
Drama Assistance/Production	.040	.060	.075
Drama Assistant/Musical	.040	.060	.075
FFA	.090	.110	.125
FFA Asst.	.050	.070	.085
Band	.140	.160	.175
Band Assistant	.030	.050	.065
Leadership	.090	.110	.125
PAC Coordinator	.060	.080	.115
Vocal Music	.090	.110	.125
Weight Training (per season)	.030	.050	.065
Student Government	.090	.110	.065

Athletics

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

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

Asst. 9	.050	.070	.085
Unified Sports	.040	.060	.075
Full stipend for all three sports, prorated if less than three sports			
Assistant Unified Sports	.030	.050	.065
Stipends shall be prorated for days worked compared to total days for all three Unified Sports.			

Middle School

Advisors

Athletic Director	.075
Brain Bowl	.030
Honor Society	.030
Leadership	.040
Sources of Strength	.030
Student Store	.030
TAG	.030
Middle School Enrichment	.030
Academic Competition Clubs	.030
(Examples – Math Team, Brain Bowl, Robotics)	

Activities

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

Athletics

Basketball	
M.S. Head 7/8	.075
Cross Country	
M.S. Head	.075
M.S Assistant	.065
Football	
M.S. Head 7/8	.075
M.S. Asst. 7/8	.065

Track		
	M.S. Head 7/8	.075
	M.S. Asst. 7/8	.065
Volleyball		
	M.S. Head 7/8	.075
Wrestling		
	M.S. Head 7/8	.075
	M.S. Asst. 7/8	.065

Elementary

Outdoor School Advisor	.012
TAG Coordinator	.030
Volunteer/Event Coordinator	.030
Elementary Enrichment	.030
Mini-Marathon	.050

District

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

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