

COLLECTIVE BARGAINING AGREEMENT

between

Rogue River School District No. 35

and the

Southern Oregon Bargaining Council

2026-2029

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CONTRACT BETWEEN
THE SOUTHERN OREGON BARGAINING COUNCIL
AND
THE BOARD OF DIRECTORS OF THE
ROGUE RIVER SCHOOL DISTRICT NO. 35,
JACKSON COUNTY, OREGON

THIS AGREEMENT, entered into this 5th day of June 2026, by and between SOUTHERN OREGON BARGAINING COUNCIL, hereinafter called "Council," and SCHOOL DISTRICT NO. 35, JACKSON COUNTY, OREGON, acting by and through its duly elected and acting School Board, hereinafter called the "Board," as follows:

ARTICLE 1
RECOGNITION

The Board hereby recognizes the Southern Oregon Bargaining Council as the exclusive bargaining representative as defined in ORS 243.650, for all regularly employed licensed teaching personnel, counselors, School Psychologists, Speech Language Pathologists, Occupational Therapists, and Mental Health Specialists under contract by the Board, but excluding supervisory and executive personnel, including, but not limited to Superintendent, Business Manager, Principals, and Assistant Principals, and also excluding substitutes, temporary teachers hired after March 15 of the school year, office and clerical employees and all non-licensed personnel, and all those not specifically included in this unit.

The purpose of this Article is to recognize the right of the bargaining agent to represent members in the bargaining unit in negotiations with the Board. Granting of recognition is not to be construed as obligating the Board in any way to continue any function or policies.

There shall be four signed copies of the final Agreement for the purpose of records. Two shall be retained by the Board and two by the Council. Copies of the final Agreement shall be printed and distributed by the respective parties in accordance with their needs. A copy of the final Agreement shall be placed on the District website.

ARTICLE 2

RECOGNITION OF BOARD FUNCTIONS

- A. It is recognized that the Board has and will continue to retain the rights and responsibilities to operate and manage the school system and its programs, facilities, properties and employment related activities of its employees, except as limited by this Agreement and applicable to law.
- B. Without limiting the generality of the foregoing paragraph, it is expressly recognized that the Board's operational and managerial responsibilities include:
1. The right to determine location of the schools and other facilities of the school system, including the right to establish new facilities and to relocate or close old facilities.
 2. The determination, subject to the Oregon Local Budget Law, of the financial policies of the Board, including the general accounting procedures, inventory of supplies and equipment procedures, and public relations.
 3. The selection of the management, supervisory or administrative organization of each school or facility in the system and the selection of employees for promotion to supervisory, management or administrative position.
 4. The maintenance of discipline and control and use of the school system property and facilities.
 5. The determination of safety, health and property protection measures where legal responsibility of the School Board or other governmental unit is involved.
 6. The right to enforce the rules and regulations now in effect and to establish new rules and regulations from time to time not in conflict with this Agreement.
 7. The direction and arrangement of all the working forces in the system, including the right to hire, suspend, discharge or discipline, or transfer employees.
 8. The creation, accommodation, modification or elimination of any teaching position deemed advisable by the School Board, the right to reduce contract teacher staff, eliminate classes or effect a reduction of courses. The determination of the size of the working force, the allocation and assignment of work to employees, the determination of policies affecting the selection of employees, and the establishment of quality standards and judgment of employee performance.
 9. The determination of layout and equipment to be used, and the right to plan, direct and control school activities. The approval and authorization of the processes, techniques, methods and means of teaching and the subject to be taught.
 10. The right to establish and revise the school calendar, establish hours of employment, to schedule classes and assign workloads; and to select textbooks, teaching aids and materials; provided, however, that such assistance as may be provided by members as contemplated by ORS 337.120, shall be provided

without cost or expense to the Board, unless expressly authorized by the Superintendent.

11. The right to make assignment for all programs of a co-curricular nature. Nothing in this Agreement shall limit in any way the Board's contracting or subcontracting of any work or shall require the Board to continue in existence any of its present programs in its present form and/or location, or on any other basis.
12. The foregoing enumerations of the functions of the Board shall not be considered to exclude other functions of the Board not specifically set forth; the Board retaining all functions and right to act not specifically nullified by this Agreement.

ARTICLE 3

NEGOTIATIONS OF SUCCESSOR AGREEMENT

The parties agree to conduct an organizational meeting by January 31st of the year the contract expires. At the organizational meeting, the contract may be rolled over if agreed to by both parties. If the contract does not roll over, the parties will mutually agree upon dates, including time and place, of negotiations for a successor agreement. Bargaining shall begin no later than March 1st of the year of expiration of the contract. Bargaining shall be conducted in accordance with ORS 243.650, et seq.

ARTICLE 4

GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to make equitable settlement of any such differences at the lowest possible level in the grievance procedure, and there shall be no interference with the operations of the school system. Meetings or discussions involving grievances or these procedures shall not interfere with direct services to students or classroom instruction.
- B. A grievance is defined as an alleged violation of the application or interpretation of this Agreement.
- C. For the purpose of this Agreement, a grievant shall be defined as a member(s) of the bargaining unit that has the grievance, or the Council.
- D. Working days are defined as contracted working days for members. Weekend days and non-contract days are excluded.
- E. The grievant has the right to representation at every step of the grievance procedure.
- F. Grievances will be processed in the following manner and within the stated time limits:

STEP 1:

A grievant shall promptly attempt to resolve the grievance informally with a meeting between the member and their supervisor. The parties may bring representation to the meeting, but an attempt will be made to keep this meeting informal. Any resolution reached at the informal meeting will be subject to review by the Council and the District for compliance with the collective bargaining agreement.

If the grievance is not resolved informally, it shall be reduced to writing by a representative of the Council on behalf of the member and be submitted by the representative of the Council to the principal within fifteen (15) working days after the fact upon which the grievance is based first occurred or first became known to the member. Upon providing written notice to the District prior to the expiration of the fifteen (15) working day period, the Council and/or member will be granted a five (5) working day extension to file the written grievance. The grievant may accompany the representative of the Council when presenting the written grievance to the principal. If the Council does not submit the grievance to the principal in writing in accordance with Step 1 within the timelines described above, the grievance will be deemed waived.

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

STEP 2:

If the grievance is not settled in Step 1, and the member wishes to appeal the grievance to Step 2, the representative of the Council on behalf of the member may file the grievance, in writing, to the Superintendent of schools within ten (10) working days after receipt of the principal's written answer.

The written grievance shall be signed by the representative of the Council and the member and shall give a clear and concise statement of the alleged grievance including the facts upon which the grievance is based, the issues involved, the Agreement provisions involved, and the relief sought. The grievant may accompany the representative of the Council when presenting the written grievance to the Superintendent.

The Superintendent or their representative shall thoroughly review the grievance, arrange for necessary discussions and/or meetings and give a written answer to the Council with a copy to the member, not later than ten (10) working days after receipt of the written grievance. Upon providing written notice to the Council prior to the expiration of the ten (10) day period, the Superintendent will be granted a five (5) working day extension to provide a written response to the Council.

STEP 3:

Grievances not settled in Step 2 of this grievance procedure may be appealed to arbitration provided:

- a. Written notice of a request for arbitration is made by the Council to the Superintendent within ten (10) working days of receipt of their answer in Step 2. Only the Council, and not individual bargaining unit members, has the authority to appeal grievances past Step 2 of the grievance procedure.
- b. The issue involves the application or interpretation of a specific provision or provisions of this Agreement.

When a timely request has been made for arbitration the parties or their designated representatives shall attempt to select an impartial arbitrator. Failing to do so, they shall, within ten (10) working days of the appeal, jointly request the Employment Relations Board to submit a list of five arbitrators. As soon as the list has been received, the parties or their designated representative shall determine by lot, the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the fifth and remaining name shall act as the arbitrator.

The arbitrator shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written decision. The arbitrator shall have no power to add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no power to substitute their discretion for that of the District in any matter not specifically contracted away by the District. A decision of the arbitrator shall, within the scope of their authority, be binding upon the parties.

The District and the Council shall share equally any joint costs of the arbitration procedure, such as the fee and expenses of the arbitrator and the cost of the hearing room.

- G. Both the District and the Association agree that they will comply with written requests that comply with PECBA as it relates to providing information needed to process the grievance.
- H. All meetings and hearings under this procedure shall be conducted in private and may be attended only by consultants, representatives or other individuals chosen by the grievant

and the District who are reasonably necessary for the appropriate processing of the grievance.

- I. All documents, communications and records of a grievance will be filed in the School District office separately from the personnel files.
- J. There shall be no restraint, interference, discrimination or reprisal exerted on any member who, in good faith, chooses to exercise their rights under this clause. All parties will make every effort to avoid the unnecessary involvement of students in the grievance procedure. All parties in interest will process grievances at times which do not interfere with direct services to students or classroom instruction, unless mutually agreed otherwise.
- K. The Council for itself and for its members agrees there will be no strike or work stoppage over issues that are or may be processed as grievances. Violation of this paragraph will be grounds for disciplinary action, including, but not limited to, discharge.

Grievances alleging violations of Article 27 (Safe Working Conditions) shall not proceed beyond Level Two, the Superintendent Level, of the Grievance Procedure and shall not be subject to arbitration.

- L. If the grievant or Council fails to pursue a grievance within the requisite period of time, then it will be deemed to constitute an acceptance of the answer rendered at the last level. Should the District fail to respond in a timely fashion, such will be deemed to be a denial of the grievance and that will allow the grievant to pursue the next level of appeal. In addition to extensions expressly provided for in this Article, any timeline may be extended by prior mutual agreement.
- M. Probationary member grievances over the provisions of Article 5, Rights of Licensed Employees - Just Cause, subsection A, 2, are subject only through Step 2 of the grievance procedure. The Superintendent's decision will be final and binding upon such grievances; they are not appealable to arbitration.

ARTICLE 5

RIGHTS OF LICENSED EMPLOYEES - JUST CAUSE

A.

1. Members who have satisfied a probationary period in another Oregon School District shall have a probationary period of two years. Members who have not satisfied a probationary period in another Oregon School District shall have a probationary period of three years.
2. No bargaining unit member shall be disciplined, reprimanded, or reduced in rank or compensation, without just cause. In the absence of an emergency any such action shall be done in private. All information forming the basis for disciplinary action will be made available to the member and the Council. This provision does not apply to the dismissal or non-extension of contract members or the nonrenewal or dismissal of probationary members; such matters are not covered by this Agreement.
3. No contract member will be dismissed or non-extended without all protections of the Fair Dismissal Appeals Board, including the right to a Fair Dismissal Appeals Board hearing. Members not covered under the Fair Dismissal Appeals Board have the right to grieve their dismissal or non-extension through the grievance procedure outlined in Article 4.
4. Probationary members who are nonrenewed or dismissed will be afforded all statutory rights provided by ORS 342.513 and 342.835 and the evaluation procedure as provided in Article 8.
5. Except for arbitrations related to the dismissal or non-extension of members not covered under the Fair Dismissal Appeals Board, nothing contained in this Article or elsewhere in the Agreement shall be construed as giving an arbitrator the power to order renewal or reinstatement of a member's contract or employment as remedy for any violation of this Article or this Agreement.

B. WRITTEN NOTICE

The District shall provide the Association representative and the impacted member(s) with a minimum of 24-hours prior notice of all investigatory, disciplinary, and Plan of Assistance Meetings. However, if the member requests to have the meeting take place sooner than the 24-hour window, this is acceptable. Notice will specify the subject-matter of the meeting and inform the member of the right to have a union representative present. Notice provided under this paragraph is provided solely for the purposes of informing the member of the nature of the meeting and is not, itself, to be construed as disciplinary or as a conclusion of guilt.

Whenever any member is required to appear before 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 member 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 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.

- C. Academic freedom is an integral part of the educational process. Each member is entitled to academic freedom in the classroom in the discussion and presentation of the subject matter they are assigned to teach, subject, however, to the Board adopted curriculum and the curriculum guidelines of the State content standards.
- D. Members shall have input into the selection and purchase of instructional materials.
- E. The District is prohibited from changing any student grade as long as the member followed the District policies when issuing the grade. This section shall not apply if the member is inaccessible.
- F. The District shall provide training on how to use newly purchased technology.
- G. Controversial Material

Members shall have the freedom to present and discuss political, religious, or otherwise controversial materials, provided the materials are relevant to the course content and appropriate to the grade level of the student, and the member is licensed in and knowledgeable of the subject discussed. Members will present both sides of controversial issues and will guard against giving personal opinions.

H. Personal Life

The personal life of a member is not an appropriate matter of concern or attention of the District unless it adversely affects that member's performance in their assigned duties.

I. Cameras/Recording Devices

1. The Association may request the location of all surveillance cameras at each worksite.
2. 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 bargaining, bargaining shall commence per ORS 243.698.
3. Cameras and the footage obtained from them shall not be used for evaluating and/or disciplining members, except as with any legal requirements.
4. Footage from cameras shall only be viewed if a situation arises that requires it to be viewed, such as a safety issue, an issue with the security of the equipment, and/or legal requirements such as a subpoena, law enforcement investigation, legal discovery request, law liability issue, etc. RREA leadership shall be notified when the District reviews the footage or provides the footage to non-District employees, and the reason for the review or providing the footage to non-District employees when such notice does not violate laws or court orders preventing such notice.

5. Student recordings of classroom activities are prohibited from being used as the sole piece of evidence if discipline is issued to a member unless the recording shows evidence of a situation that could lead to the member losing their license.

ARTICLE 6

WORKYEAR

A. SCHOOL CALENDAR

The school calendar shall be determined by the District. The advice of members, however, shall be solicited in the preparation of the calendar. Each principal shall present the draft of the proposed District calendar before their respective faculty for a formal vote prior to presentation of the calendar to the School Board. The vote shall be advisory only but said results shall be presented in a report to the School Board by the Superintendent prior to the District's adoption of the calendar.

B. MEMBER ASSIGNMENTS

1. Members shall receive written notice of changes in their assignment by the last contract day of the preceding school year. This written notice shall contain information regarding class or subjects, building, and room.
2. When a member's assignment for the next school year is involuntarily changed the District shall provide the following forms of assistance:
 - a. Physical assistance with the move;
 - b. Professional development; and/or,
 - c. Curriculum assistance.
 - d. 2 days of preparation time for reassignments as defined in Article 13 or 3 days of preparation time for classroom moves. Preparation days under this subsection shall be compensated at the member's daily rate.
3. In addition to the forms of assistance listed in subsections a-c of Subsection 2, when a member's assignment is involuntarily changed during the school year, the District shall provide 2 days of preparation time for changes within a site or 3 days of preparation time for assignment to a different site. The supervisor and the member will work together to implement the transition. At the discretion of the member, preparation under this subsection shall be conducted either:
 - a. During the member's normal workday with the aid of a substitute, or;
 - b. Outside the member's normal workday, to be compensated at the member's daily rate.
4. The provisions of Subsection 2 through 3 shall not apply to looping situations if members do not have to move classrooms and/or buildings. These provisions will apply if the member will be teaching a grade level not previously taught.
5. Members mis-assigned, as defined by Oregon Department of Education, will not be evaluated as to the content and delivery of the curriculum in that mis-assignment.

C. SCHOOL WORKYEAR

The school work year for members shall not exceed one hundred ninety-one (191) days which will include the following:

1. Seven (7) paid holidays as follows: Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, President's Day, and Memorial Day.
2. Eight (8) in-service days.
3. Four workdays for grade preparation (1 full day in November, 1 full day in January, 1 full day in April, 1 full day in June). All members must report for work on these days.

D. New members to the District will work one-hundred ninety-two (192) days. The additional workday shall be a paid orientation day and shall be paid at members' daily rate.

E. In the event of a situation beyond the control of the District which requires a closing of one or more or all of the schools, the school year may be extended to compensate for the number of hours of instruction lost in such school or schools at the discretion of the District, with no additional pay in excess of the member's yearly contracted salary.

1. When schools are closed for a full day, members are not required to be in attendance.
2. When schools are delayed for two hours, members are expected to report to work two hours later than their regular reporting time.

F. When curriculum is newly adopted or created by the District, the District and Association shall consult through ODRC on the needed time for members to learn how to use the newly adopted curriculum.

G. To accommodate evening conferences, each site may, by consensus, choose to work the total number of conference hours split between the conference days. However, any scheduled day will not exceed 12 hours. No night conferences will be held without an administrator being present during the entire conference period. Members have the option of scheduling preparation time on conference days as outlined in Article 7. This does not waive the obligation for conferences to be offered to all elementary families. Members shall share their conference schedule with their administrator.

ARTICLE 7

WORK SCHEDULES

- A. The members' workday will consist of eight consecutive hours, inclusive of a 30-minute duty-free lunch period except on Fridays and days preceding holidays and vacations, on which days members may leave at the conclusion of their students' day, but not before 2:30 PM. Flexible scheduling shall be available for each building as set by the principal. It will be considered an integral part of a member's contractual obligation to assist the administration with student supervision and control. Members will be expected to assume an active supervisory role not only in their respective classrooms, but before and after school, hall monitoring, recess, and various other times during the school day.
- B. In order to foster better student/member/community relations, members will be required as a part of their professional responsibility to participate in up to three after school events and activities per year such as open house, back to school night, literacy night, and other similar school activities as may be considered by the administration as part of the member's professional responsibilities. When required by administration to attend more than three after school events or activities beyond the regular workday, members and administration shall mutually agree on using flexible scheduling during that month or members being paid for all hours worked outside of their contract hours at their hourly rate. If flexible scheduling is selected, the flexible time must be arranged with the principal.
- C. Members shall be required to attend all individual, group or general building meetings when called by the building administrator and to attend all individual, group or general staff meetings when called by the Superintendent. Such meetings shall not extend beyond the workday consisting of eight consecutive hours, inclusive of a 30-minute duty-free lunch period. Such meetings shall also not interfere with the preparation time as listed in section D below except for emergency meetings called by the Superintendent.
- D. Preparation time for middle school and high school members shall be equivalent to one (1) class period per day. Preparation time for elementary members shall be 60 continuous minutes four days per week immediately following student dismissal. One of the four days of preparation time provided each week shall be on Fridays. However, during weeks with fewer than five (5) student contact days, the preparation time will be prorated accordingly. For example, if there is a four (4) day week due to a holiday on a Monday, preparation time for elementary teachers will be reduced to three (3) days per week. All elementary preparation time shall be scheduled after students leave campus during which no meetings or other responsibilities will be scheduled by administration.
 - 1. Secondary teachers shall not be assigned more than six graded class periods of student responsibility. Upon mutual agreement between the member, the Association, and the District, members may be assigned seven graded class periods of student responsibility and shall be paid an additional 1/7 of their annual salary in equal monthly installments.
 - 2. For purposes of this agreement, in buildings utilizing a block scheduling system, it is recognized that use of time beyond 60 minutes may be used for tutoring,

individualized instruction, common planning, curriculum development, conferencing and counseling of students or other such activities as directed by the principal.

3. One Friday late start per month, composed of ninety (90) continuous minutes, shall be exclusively reserved for individual teacher preparation time. This subsection shall not apply to the months of November, December and June, or in any months where teachers have a full grading day on a Friday.
 4. All SPED members shall have access to four days each year of paid time free of classroom duties to assist in case management or other related duties. Notice for said days must be two weeks in advance and approved by both the Special Programs Director and the building principal.
- E. Elementary staff members will have at least fifteen (15) minutes of duty-free time during the student day. The individual sites will determine the scheduling of the time.
- F. Whenever any representative of the Council or any member participates during working hours in grievance proceedings, including arbitration, or in negotiations, conferences or meetings called by the Board, they shall suffer no loss in pay.
- G. Compensatory Time Usage
1. Compensatory hours will be accumulated only upon mutual agreement between the member and the principal/supervisor. A compensatory time log will be maintained at each building.
 2. The principal must be given three (3) days' notice when a half-day or one full day of consecutive compensatory hours will be used. Compensatory hours cannot be used for consecutive days.
 3. A substitute will be hired for a full day for eight accrued compensatory hours or a half day for four compensatory hours or a staff member can accept the extra duty assignment at the extra duty rate of pay or accrue compensatory hours.
 4. Substitute coverage for accrued compensatory time will be capped at the equivalent of one half day per member in the building unless otherwise approved by the principal/supervisor.

ARTICLE 8

MEMBER EVALUATION

- A. The purpose of evaluation is to aid the member in making continuing professional growth and to determine the member's performance of the responsibilities in the role in which they fill.
- B. Each year before the end of September, the District shall provide training over the procedures, expectations, and timelines of the evaluation process.
- C. Probationary members shall be evaluated at least once annually.
- D. Contract members shall be evaluated every other year but may be evaluated on an annual basis at the supervisor's discretion. If the supervisor determines that a member needs to be evaluated annually, written reasons for this need shall be provided to the member prior to the evaluation for that year.
- E. The substance and judgment of evaluators are neither subject to the grievance procedure nor to an unfair labor practice complaint for breach of contract. Members may appeal their evaluation if the evaluation procedure was not followed. Members appeal first to their Principal or supervisor, then to the Superintendent.
- F. Evaluation files shall be confidential. A copy of the evaluation and any other formal evaluation shall be given to the member. The evaluation report shall be maintained in the personnel files of the District.
- G. A member may make a written statement relating to any evaluation, and such statement shall be placed in their personnel file.
- H. Prior to any changes to the evaluation procedure or instrument, the District will notify the Association. At that point an evaluation review committee consisting of two Association members and two District administrators will meet to review the evaluation procedure and instruments and make recommendations to the Board. Any changes made by the Board will be provided to the Association prior to implementation.
- I. The parties understand and agree that the provisions of ORS 342.895(5) are hereby waived by the District for the duration of the collective bargaining agreement. That is, should a grievance or other claim of violation of applicable evaluation procedures or fundamental unfairness in a program of assistance for improvement be held by the Council, it shall be filed in a timely manner pursuant to the provisions of the grievance procedure in the collective bargaining agreement. Such a grievance shall not be held in abeyance for the timeline set forth in ORS 342.895(5).
- J. Plans of Assistance for Contract Members Only (Not Probationary or Temporary Contracts)
 - 1. If the District does not extend a member's contract by March 15 of the first year of the contract, the District will place the member on a plan of assistance. Prior to

the non-extension, the District shall observe and evaluate the member and provide written notice of deficiencies.

2. Members have the right to representation at every step of the plan of assistance.
3. The Association shall be notified in writing by the District of all members placed on a plan of assistance at the same time the member is notified.
4. The results of performance observations shall be in writing with a copy to the member. Where deficiencies are noted in the formal evaluation process, a member may be placed on a plan of assistance. A plan of assistance shall be in writing and shall include the following:
 - a. The specific deficiencies identified in observations/evaluations;
 - b. The specific correction that is expected to take place;
 - c. The specific assistance to be provided by the District;
 - d. The timeline for improvement that shall include a reasonable amount of time to complete the requirements of the program of assistance;
 - e. Schedule of conferences with written progress reports;
5. Members shall have the right to review, suggest changes to, and request supports for the plan of assistance prior to its implementation.
6. Plans of assistance for improvement will identify assessment techniques to be used to measure the success of the member.

K. Peer Assistance

1. In conjunction with RREA, the District will offer peer assistance to any member who is placed on a plan of assistance for performance reasons. The District may also offer peer assistance under any other circumstances it deems appropriate.
2. The member and the Association shall provide input on the selection of the person(s) from the RREA membership to provide the assistance.
3. Participation in peer assistance is voluntary. Both the member offered assistance and the member asked to provide assistance may refuse to participate, with no adverse consequences or penalty.
4. The District is prohibited from using any peer observations or documents in evaluating the plan of assistance progress.

ARTICLE 9

FORMAL 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 days according to the following process:
1. The member shall be apprised of the full nature of the complaint in writing including the name of the complainant.
 2. The member, with the assistance of the immediate supervisor, will attempt to resolve the matter informally. However, if a meeting between the complainant and the member is to be held, the supervisor, upon prior request, will, prior to that meeting, meet with the member and discuss ways of handling the situation. The member will be apprised of the supervisor's feelings on the issue.
 3. Upon request, the administrator will provide the member and their representative with updates on the progress of the investigation in writing every ten (10) working days.
 4. The member has the right to representation at all levels.
 5. Complaints which are not discussed within five (5) working days may not be used in evaluations or in any disciplinary action.
 6. The foregoing shall have no application to complaints of such a nature that they may result in prosecution of suit or action either civil or criminal in nature, against the member or the District.
- B. If the complaint may result in disciplinary action, refer to Article 5, Section B.
- C. If records of unsubstantiated complaints are placed in personnel or working files, all documentation related to the complaint being unsubstantiated shall also be placed in the personnel or working file.
- D. The District must fully process a complaint before using the evidence derived from the complaint in the evaluation of the member. Any unsubstantiated allegations shall not be referenced in the members' evaluation.
- E. All criticism of bargaining unit members by administration shall remain confidential, except as otherwise required by law.

ARTICLE 10

PAID LEAVES OF ABSENCE

A. DEFINITIONS

1. “Personal illness or injury” shall include personal illness or injury of the member and illness or injury of a member’s family member. “Family member,” “Pregnancy disability,” and “Family” are defined as set forth in the Oregon Family Leave Act under OAR 839-009-0210.
2. For purposes of this Article, “domestic partner” is a partner of the member, of any gender, living in the household.

B. SICK LEAVE

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

1. All members shall be granted ten (10) days' sick leave during each school year in accordance with Oregon law. Such sick leave shall be credited to said members on the first day of each member’s respective contract. In case of new members whose contract begins after the first school day of the fall semester, sick leave shall be credited on the first day of active service and shall consist of one day for each payroll month remaining in the school year.
2. Unused sick leave days may be accumulated without limit.
3. A member who has accumulated sick leave during employment in another Oregon school district, and who was so employed during the preceding year, shall upon proper verification, be allowed to transfer all of their sick leave days so accumulated to the District.
4. Members shall have the option of using sick leave in hourly increments if a substitute is not needed.
5. When a member will be absent from work, the member shall give notice to the principal or a person designated by the Superintendent to receive such notice prior to 6:30 a.m. on the day of the absence. The Superintendent or Designee may waive this requirement if they deem circumstances beyond the member’s control prevented proper notice. If the absence is for consecutive days, the principal should be notified of the probable date of return. If the absence is for three consecutive days or more, the Superintendent may require substantiation of said illness at the expense of the District.
6. If the Superintendent has a question of safeguarding the health of students and fellow employees, a member returning from any illness, whether or not sick leave benefits have been paid, may be required to submit to a medical examination at the expense of the District or furnish a medical doctor's certificate of health prior to returning to work.

7. All sick leave benefits shall terminate and/or will be forfeited upon termination of employment for any reason, with the exception of computation of retirement benefits for retiring members.
8. Any member obtaining sick leave benefits by fraud, deceit, or falsified statement, may be disciplined up to and including termination.
9. Each member shall be given a written accounting of their use and accumulation of sick leave each September.
10. Absence due to a compensable injury as defined in Oregon law shall be charged against the member's sick leave days in proportion to the amount of compensation received, subject to the member's total accumulation of sick leave unless the member requests in writing otherwise. In such situations, the District shall pay to the member the difference between the member's regular salary and the benefits received by the member under the Workers' Compensation Act.
11. Pregnancy

Sick leave pay, within the limits of the member's eligibility, will be granted for any disabilities caused or contributed to by the pregnancy, miscarriage or abortion. Said leave is to be used only for actual, physician verified, and medical disability arising from pregnancy.
12. Family Illness

Sick leave shall also cover absence due to illness, injury or accident of a family member. In addition to family members covered by OFLA under OAR 839-009-0210, this section includes brothers and sisters (including step-brothers and step-sisters living in the immediate household), uncle, aunt, nephew and niece.
13. Sick Leave Bank
 - a) The parties will establish a paid sick leave bank for bargaining unit members. The purpose of the sick leave bank shall be to extend to those members additional paid sick leave hours should the member's accumulated sick leave be exhausted.
 - b) Bargaining unit members' participation in the sick leave bank shall be voluntary.
 - c) Requests for sick leave hours will be sent to all bargaining unit members when necessary.
 - d) Donations to the sick leave bank are limited to ten (10) days per member each school year.
 - e) Once the leave is donated to the bank, the revocation of the sick leave day is final and will not be returned to the donating member. The sick leave bank may be built up to a maximum of 80 days. Unused sick leave days in the bank at the end of the school year will carry over to the next year.

- f) In any given school year, no more than eighty (80) sick leave days may be granted from the sick leave bank.
- g) Sick leave from the bank may be granted to bargaining unit members for special circumstances as defined by the Council. The Council will notify the District, in writing, of the member's name and the amount of leave to be granted from the sick leave bank.
- h) The District will provide an accounting of the sick leave bank to the Council upon request.
- i) In the event that requests for the bank exceed the number of days allowed to be granted in any given year, the Council will be allowed to create a separate personal leave bank. Any bargaining unit member shall be allowed to donate an unlimited number of personal leave days to the bank. This bank will be administered by the Council as defined above. There is, however, no limit to the number of days that can be granted from the personal leave bank.
- j) The personal leave bank will not carry over days into the next school year.
- k) Once personal leave is donated to the bank, the revocation of the personal leave day is final and will not be returned to the donating member.

Members shall be entitled to the following temporary non-accumulative leaves of absence with full pay each year.

C. LEGAL LEAVE

1. Subpoena

Whenever a member is subpoenaed as a witness or litigant, the member shall be excused for such appearance and upon being excused from such appearance, the member shall immediately return to complete the assignment for the remainder of the regular workday. Compensation paid to the member shall be reduced by an amount equal to any compensation the member receives in the form of witness fees. This leave is not available when either the Council or a member is a complainant in a case against the District, unless the need for the leave arises from the member's participation in or preparation for proceedings under ORS 243.650 to 243.782, or that arise from a dispute involving a collective bargaining agreement, including arbitration proceedings, administrative hearings and proceedings before the Employment Relations Board.

2. Jury Duty

Members who are called for jury duty shall be excused for that purpose without loss of pay, provided that, when the member receives their jury fee, said fee shall be turned in to the business office of the District. On days when the member is excused from jury duty, they will report to school for work.

D. BEREAVEMENT LEAVE

Each member who is absent from duty because of a death of a family member shall be permitted three (3) days' leave without loss of pay. Seven (7) additional days may be taken and charged against any accrued and unused sick leave. The leave does not have to be continuous. In addition to family members defined in OFLA under OAR 839-009-0210, this section includes brothers and sisters (including step-brothers and step-sisters), uncle, aunt, nephew, and niece. Members shall be able to use bereavement leave for the death of a family member not included in this section or a close friend at the discretion of the Superintendent.

E. PERSONAL LEAVE

1. Each member is granted personal leave not to exceed two (2) days' leave per school year for personal reasons. Personal leave is non-accumulative and unused personal leave will be paid out annually to the member at one hundred fifty dollars (\$150) per day, or seventy-five dollars (\$75) per half day. Personal leave is not deducted from sick leave. At the Superintendent's discretion, personal leave may be used to extend a vacation or holiday. Application for personal leave should be made not less than two weeks prior to the anticipated absence. The member shall not be required to state the nature of the circumstances requiring the granting of personal leave unless application is made less than two weeks prior to the anticipated leave. The member may still be granted personal leave with less than 2 weeks' notice with approval by the administration. Members have the option of using personal leave in hourly increments if a substitute is not needed.
2. Each year, members who have scheduled to use their two personal days and who also have a minimum of 250 hours of sick leave may exchange sick leave hours for personal leave hours on a two for one basis. Members may exchange a maximum of thirty-two (32) hours of sick leave for sixteen (16) hours of personal leave per contract year, for unique life events. These additional hours must be used in full or half day increments unless a substitute is not needed. If a member does an exchange, they are not eligible for the personal leave payout for that year. The exchanged hours may not be converted back to sick leave.

F. COUNCIL LEAVE

The District shall grant the Council a total of seven (7) days of paid Association leave each year, with no loss of pay, to the designated representatives. The Association shall have sole discretion to assign the Association leave and may allocate the leave in hourly increments upon 48-hours' notice.

The District shall allow any designated representative who can perform union duties without requiring a substitute or causing an absence to do so without requiring the use of Association leave.

G. PAID LEAVE OREGON (PLO)

1. In the event a member qualifies for benefits under PLO, they shall have the following options:
 - a. Receiving only PLO benefits without deduction from their sick leave;

- b. Supplementing PLO benefits with sick leave pay with a combined total not to exceed the members full daily salary for all or part of the period of absences as selected by the member.

The member must notify the District in a timely manner when applying for the leave which option they would like to take; otherwise, the default will be supplementing PLO with sick leave pay.

- 2. Seniority and benefits shall continue to accrue while the member is out on paid leave.

ARTICLE 11

UNPAID LEAVES

A. FAMILY LEAVE

The District will comply with the Oregon Family Leave Act (OFLA) contained in Oregon statutes, the Family Medical Leave Act (FMLA), and Paid Leave Oregon (PLO).

- B. Additional unpaid leaves of up to one (1) year may be granted upon application at the sole discretion of the District. By February 1st of the year of the leave, the District shall attempt to contact the member to inquire about their intent to return to the District. Any member on an unpaid leave of absence shall notify the District by March 1 of the year of the leave of their intent to return to the District. Failure to notify the District by March 1st will be considered as a resignation by the member.

C. SABBATICAL LEAVE

1. Purpose: The sabbatical leave policy has the following objective: To improve the educational offering to students of the District by making it possible for licensed staff members to participate in advanced study.
2. Provision:
 - a. Eligibility for sabbatical leave for a period not to exceed one year occurs after seven years of service in School District No. 35 and each seven years thereafter, noncumulative.
 - b. The sabbatical applications must be done on or before March 15 of the calendar year in which the leave would occur. The School Board of the District will be the sole determinant in granting sabbatical leave.
 - c. Not more than five percent (5%) of the teaching staff shall be on sabbatical leave at any one time.

D. CHILD CARE

At the request of the member, childcare leave will be granted for up to one year, but for no less than one semester. Unless emergency medical conditions exist, childcare leave must be applied for at least three months in advance and will begin only at the beginning of a school year or at a semester break.

- E. Upon request by the member, the District shall provide a written explanation if an unpaid leave request is denied.

F. EXTENSIONS AND RENEWALS

All extension or renewals of leave shall be applied for and granted in writing, however, the discretion as to whether such leave shall be extended or renewed remains solely with the District.

G. RETURN FROM LEAVE

Members shall not lose their accumulated sick leave or seniority upon unpaid leave of absence. They shall not accumulate further sick leave during such leave. The member shall be assigned to the same position or a position for which the member is qualified.

H. FRINGE BENEFITS

During the terms of unpaid leave granted, the Board shall continue to make available for the duration of the leave to the member, at their expense, medical insurance provided the insurer is willing to extend coverage.

ARTICLE 12 LAYOFFS AND RECALL

- A. This Article shall apply to all members laid off because of lack of funding, reduction in programs, or decline in enrollment.
- B. If the Board is contemplating layoff of any members, which includes the reduction of FTE, it shall so notify the Council as soon as the need for such a reduction is evident to the District, but in no event less than two (2) working days prior to the notification to members of the layoff. Such notice will be in writing and will include the specific positions to be affected, the proposed time schedule, and the reason(s) for the proposed action. When this notice of layoff is provided to the Council, the District shall provide the Council with an updated seniority list that includes each member's date of hire into the bargaining unit, worksite, assignments, licensure/endorsements, and cultural or linguistic expertise if applicable.
- C. Prior to the District notifying the affected members of layoff, it will notify the Council in writing of the scheduled implementation of reduction in FTE or elimination of bargaining unit positions. The Association and District will meet to investigate and discuss alternative plans to these reductions. Board decision following such discussions is not grievable.
- D. The Association and any member who is to be laid off will be so notified in writing as soon as practicably possible, but in no event less than twenty (20) working days prior to the potential layoff. Such notice will include the proposed time schedule.
- E. 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
 - b. Combine teaching positions in a manner that allows teachers to remain qualified.
- F. When layoffs are necessary and notice has been given as specified above, the District in selecting members to be laid off shall consider:
 - 1. Seniority in reverse order of hire. Seniority shall be defined as the length of continuous service from the first day of service as a licensed staff member. Authorized leaves of absence shall count in the computation of seniority. Any ties in seniority shall be resolved by drawing lots.
 - 2. License(s) currently held by the member at the time of layoff.
 - 3. Competence of teachers if the District desires to retain a teacher with less seniority than a teacher being laid off under this section. Competence means the ability to teach a subject or grade level based on recent teaching experience related to that subject or grade level within the last five years at grade levels K-8 or 6-12, or educational attainments, or both, but not based solely on being licensed to teach. The District may consider a professional educator's willingness to undergo additional training or pursue additional education in deciding upon questions of competence.

4. The procedures and standards of member's cultural and linguistic expertise, as defined in ORS 342.934, as in force at the time of the need for reduction in force.
- G. Before retaining a less senior member for competency or cultural or linguistic expertise, the District shall provide to the Council all evidence supporting this decision.
 - H. When layoffs occur at the end of the contract year, insurance benefits shall be provided through September 30th. When layoffs occur at any other time, insurance benefits shall be provided in accordance with payroll timelines.
 - I. Prior to hiring any new members, any member laid off under this Article shall have the right of recall in reverse order of layoff for any position created or vacant, for which the member is licensed, for 27 months after the actual date of layoff. The procedure below will be followed:
 1. At the time of layoff, the District shall provide laid off members the opportunity to express in writing a desire to return to the District. The District shall also receive the member's address and personal email address for recall notification. In the event of a recall, the District shall notify a member who has expressed a desire to return to the District of the recall by certified mail, return receipt, sent to the last address given by the member to the District office. The District shall also notify the members through their personal email address if it has been provided to the District.
 2. At the time of layoff, the member may indicate in writing their desire to return to the District and shall provide the District with an address to which notices shall be sent. Members will have sixteen (16) calendar days from the mailing of such notice to notify the District in writing of their intent to return within sixty-five (65) calendar days of the date of such notice. Failure of the member to so respond within the time herein specified shall terminate such member's right to recall.
 3. A member who accepts a temporary position, a part-time position, and/or a substitute position shall remain on the recall list for their original position until they are called back, or for the full 27 months, whichever is longer.
 4. The Association and any member who is laid off and who is subsequently reinstated shall have all benefits restored that were earned prior to layoff, including sick leave and full seniority earned prior to layoff, but shall not earn seniority during layoff status.
 - J. The employment relation between the bargaining unit members and the District shall continue during the period of school closure due to budget levy failure to the extent described in this Article. During such a school closure, the District acknowledges that the bargaining unit members are temporarily laid off rather than dismissed or non-renewed because of a budget failure during the period of any such school closure, and agrees to recall, pursuant to the layoff and recall article all members to regular duty promptly upon obtaining funds sufficient to continue normal operation.

ARTICLE 13

VACANCIES AND TRANSFERS

The District recognizes that it is desirable to consider the interests, aspirations and qualifications of members in making assignments. The District declares its support of a policy of giving first consideration to its own members when filling vacancies within the bargaining unit. The District will accept applications and candidates from outside the District staff after they have used all relevant criteria in making decisions in filling the vacancies by means of transferring present members.

A. As used in this Article, the following definitions apply:

1. VACANCY: A situation where a vacant position was previously held by an employee which the District intends to fill or when a new position covered by this agreement is created.
2. TRANSFER: A change in assignment from one building to another. "Building" is defined as Rogue River Elementary School, Rogue River Jr./Sr. High School, and South Valley Academy.
3. RE-ASSIGNMENT: A re-assignment refers to a change in a member's subject area, position, or grade level within a building.

B. SPECIALIST VACANCIES

Starting in the 2027-2028 school year, Speech Language Pathologist, School Psychologist, Occupational Therapist, Physical Therapist, and Mental Health Specialist positions shall be posted for the following contract year from February 1st through May 1st. If no qualified candidates have been selected by May 10th, the District shall notify the Association and shall have the option of contracting out for these services for the following contract year. This section does not apply to positions that are filled through the ESD.

C. NOTICE AND POSTING OF VACANCIES

1. a. When a member vacancy as above defined occurs, the Superintendent or designee shall notify in writing the R.R.E.A. president. The District shall post the notice of vacancy on the District's website for no less than five (5) working days and the District shall email the posting to all members. During the summer, the vacancy will be posted on the District's website, emailed to all members, and written notice of vacant positions will be sent to the R.R.E.A. president and the local UniServ office.
- b. Members who desire a change in grade and/or subject assignment may file a written statement of such desire with the principal. Such statements shall include the grade and/or subject to which the member desires to be assigned.
- c. Members who desire a transfer to another building may file a written statement of such desire with the Superintendent not later than April 15.

Such statement shall include the school or schools to which he/she desires to be transferred, in order of preference.

2. In acting on requests for voluntary reassignment and/or transfer, the following criteria will be used in making decisions:
 - a. Proper license and demonstrated teaching ability or ability to work with students within their licensure.
 - b. Academic achievement and experience as related to the requirements of the position for which request has been made.
 - c. Staff availability and mean experience level within the building for which the assignment is requested.
 - d. Other factors at the District's discretion.
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, however, such reasons shall not be grievable.
4. Members requesting transfers shall not be disciplined or denied professional advantages as a result of such request.
5. When a vacancy exists, upon written request of the member, an interview will be granted. The written request must be received by the District within the timelines of the vacancy posting.

D. INVOLUNTARY TRANSFERS

1. Prior to initiating an involuntary transfer, the District will first seek volunteers. If there are no qualified volunteers, involuntary transfers shall be conducted by inverse seniority, based on licensure, and the following shall take place:
 - a. When the District has made a determination that it is necessary to involuntarily transfer a member to another building or assignment, it shall provide written notice to the affected member(s) and the Association at least ten (10) working days prior to a final decision being made.
 - b. Within ten (10) working days of the transfer notice, the District will schedule a meeting with said members to discuss the transfer and/or other possible alternatives. In no event shall the involuntary transfer take effect prior to the member's meeting with the building principal and superintendent. Finally, specific reasons for the involuntary transfer shall be given to the member in writing.

E. REASSIGNMENTS

1. When the District has made a determination that it is necessary to involuntarily reassign a member, it shall provide written notice to the affected member and the Association at least ten (10) working days prior to final decision being made.
2. Within ten (10) working days of the reassignment notice, if requested by the member, the District will schedule a meeting with said member to discuss the reassignment. Specific reasons for the reassignment shall be given to the member in writing, upon request of the member.

- F. The Council recognizes that when vacancies occur during the school year it may be difficult to fill them from within the District without undue disruption to the existing instructional program. If the Superintendent in their reasonable judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the current year at which time the position will be considered vacant.

G. SUMMER VACANCIES

Whenever vacancies occur during the summer months when regular school is not in session, the following procedures, in addition to the procedures heretofore outlined, shall be followed:

1. Members with specific interest in possible vacancies will notify the Superintendent of their interest, in writing, during the last regular week of school and shall include a summer email address. The District will post the vacancy on its website.
2. Should a vacancy occur, the members who have expressed an interest in said position or a similar position will be notified of the vacancy in writing directed to their summer email address.
3. The members so notified shall have the responsibility of submitting an application for the position within ten (10) calendar days from the date of said notice in respect to the vacancy.

ARTICLE 14

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. Each year by the end of the second week of school, building administrators will review the student conduct and discipline code with members. Members shall have electronic access to these plans prior to the start of the school year. Administrators shall review these plans with mid-year hires and long-term substitutes as quickly as feasible, but not later than one week after they have begun working with students.
- B. Members have the right to temporarily remove seriously disruptive students from their classroom/workspace and send them to the office. A seriously disruptive student is one who is physically unmanageable, grossly insubordinate and/or who may pose a threat to the physical safety of themselves, the member, or other students. The administrator or designee will communicate with the member prior to the student returning to class.
- C. If a student continues disrupting the educational environment to the point where instruction is unable to proceed, the member shall call for support according to the protocol outlined in the student conduct and discipline code in the Staff Handbook for their school. The designated person will respond as soon as possible to the room where the request is being made.
- D. If a room clear is deemed necessary based on building protocol for the physical and/or emotional safety of other students and staff, they may direct the class to move to an alternate location. A building administrator will be called to assist immediately if not already present.
- E. Before implementing a student behavior plan, the current classroom teacher(s) will be provided with an opportunity to provide input on the plan.
- F. Procedures as stated in the Building Student Conduct Handbook shall be followed unless there are extenuating circumstances, as determined by the building principal. If extenuating circumstances arise, upon request, the building principal shall provide a rationale for why the Building Student Conduct Handbook was not followed.
- G. Members shall be trained in crisis-intervention methods that include de-escalation techniques. Members designated by administrators shall be trained in restraint training.
- H. When there is a change to a student's medical protocol, the District shall notify all members directly managing the protocol unless such notice is contrary to applicable laws.
- I. If a student(s) intentionally causes physical injury to a member(s), if able, the member will follow the established building procedure to notify the administration and/or their designee. They will subsequently be invited to a debriefing meeting with an administrator to review the incident before the student is returned to the learning space. If a plan is not already in place, a plan for the successful and safe re-entry of the student shall be created at that meeting and supports to prevent further incidents shall be discussed. Debriefing meeting processes and decisions will comply with existing IEPs, 504s, behavior, health, and safety plans, and the requirements of state and/or federal law.

ARTICLE 15

PAYROLL DEDUCTIONS & MEMBER INFORMATION

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 members who have signed such authorizations and the authorized deduction amounts, as well as payment remittance data instructions for reporting dues payments. The District shall rely on the authorization list and the payment remittance data instructions to make the authorized deductions and remit payment and data to the Association.

The District shall enact dues deduction changes received by the 15th of the month in the that month's pay period.

2. Processing OEA/NEA/RREA Dues Deductions

Dues deductions shall be made monthly in an amount equal to one-tenth (1/10) of annual dues, commencing with the month of September and continuing through the June pay period.

If a bargaining unit member becomes an Association member after the first paycheck and dues deduction, OEA, NEA, and RREA dues and voluntary contributions shall be prorated, equally divided, and deducted from the remaining pay periods.

3. Remittance of Dues Checks

a. Data to OEA

Within five (5) working days after each pay period, the District shall send the OEA Membership Specialist and local Consultant an Excel compatible register of the NEA/OEA dues, including voluntary Association contributions, deducted from each member's paycheck.

b. Payment to OEA

The School District Clerk will deduct OEA and NEA dues and remit such dues, to OEA within five (5) working days of the payday.

c. Payment and Data to Rogue River Education Association

The School District Clerk will deduct Rogue River Education Association dues separately from OEA/NEA dues and such dues will be remitted to the RREA Treasurer, within five (5) working days of the payday. The clerk will also send the Rogue River Education Association Treasurer and the local OEA Consultant an excel compatible register of the RREA dues that were deducted from each member's paycheck within five (5) working days of the payday.

B. Member Information

On January 15th, May 15th, and September 15th of each year, the District shall provide to the OEA Member Specialist and the local OEA Consultant, in an editable digital file format, the following information for each bargaining unit member (both active members and non-members):

- First and last name
- First date of service
- FTE
- Classification or title
- Worksite
- Position on the salary schedule (Column and Step)
- Annual Salary
- Residential address or personal mailing address if they have been provided to the district.
- Residential, cellular, and work phone numbers if they have been provided to the district.
- Any means of electronic communication, including work and personal electronic mail addresses.

Whenever a new employee is hired into the bargaining unit, the District shall provide the above information, as well as their PERS classification, last four of their SSN, and date of birth within 10 calendar days of hire if they have been provided to the district.

The District shall also promptly notify the Association whenever a member in the bargaining unit is placed on an unpaid leave of absence of longer than 30 days, retires, is terminated, is laid off, resigns, or changes their name.

- C. In addition to deductions required by law and Association dues, the District, upon appropriate authorization of a member, agrees to deduct from the salaries of its regular members as requested by the member within eight (8) days of the payday:
1. Payments to the member's credit union.
 2. Premiums for authorized insurance programs selected by the Council.
 3. Payments on participating tax-sheltered annuities, with the exception of summer months when payment will be made upon receipt of billing.
- D. Payroll deductions shall be itemized in the member's payroll check.

ARTICLE 16

MAINTENANCE OF MEMBERSHIP

1. A member of the Rogue River Education Association/OEA/NEA remains a member unless the member revokes membership by submitting a written withdrawal of the payroll deduction for such dues by sending notification in writing to the office of the Council (2495 S. Pacific Highway, Medford, OR 97501) prior to the thirtieth (30th) day of September of any contract year.
2. OEA Shall submit all revocations to the District as soon as they are received.
3. In the event that the above paragraph is held to be invalid by operation of law or by any tribunal competent jurisdiction, the parties shall meet within 30 days to discuss alternate language.

ARTICLE 17

ASSOCIATION RIGHTS

A. INFORMATION

Upon written request, the District agrees to furnish to the Council information reasonably and legally available for its function as exclusive bargaining representative.

B. USE OF SCHOOL BUILDINGS

In addition to any Association time provided at staff meetings, the Association shall have the right to conduct building meetings before or after regular work hours, during meal periods, and during any other break periods. The Association shall have the right to select the time and place of meetings, provided that the meeting does not interfere with District operations. The Association shall have the right to conduct meetings without undue interference. The District shall not charge a fee to the Association for holding building meetings on District property. Association-designated representatives who are employees of the district shall be allowed to conduct Association business inside District worksites provided the business does not interfere with direct services to students or classroom instruction and the office is notified of the representative's presence.

C. USE OF SCHOOL EQUIPMENT

The Council shall have the right to use school facilities and equipment of the District with prior approval of the site supervisor.

D. COMMUNICATION

The Council shall have the right to post notices of activities and matters of Council concern on bulletin boards. The Council may use the interschool mail facilities and member mailboxes for member communication. The Council shall have the right to use District computers, internet access, and email system to conduct Association business. The Council will adhere to any District policies and rules regarding use of computers, the e-mail system, and Internet access.

E. RIGHT TO SPEAK AT MEETINGS`

- 1.** The Association shall be provided a minimum of fifteen (15) minutes after any faculty meeting to conduct members-only business as long as it does not impact student contact time and is prearranged with the administration.
- 2.** The Association shall be provided a minimum of one (1) hour during in-service week to conduct members-only business. This hour will be the lunch break for that day.

F. NEW HIRES/ACCESS TO MEMBERS

The Association shall have the right to meet with bargaining unit members during regular work hours at the bargaining unit member's worksite to address grievances, complaints, and matters related to employment relations so long as there is no disruption to direct student services or classroom instruction.

The District shall allow designated union representatives to engage in the following activities and at the Districts facilities, during regularly scheduled work hours, without loss of compensation, benefits, leave accrual, or seniority:

1. Investigate and process grievances and other workplace-related complaints;
2. Attend investigatory meetings, hearings, and other due process proceedings;
3. Participate in, or prepare for, proceedings that arise from a dispute involving the collective bargaining agreement, including arbitration proceedings, administrative hearings and other proceedings before the Employment Relations Board;
4. Engage in collective bargaining as an Association representative;
5. Attend labor-management meetings to discuss employment relations;
6. Participate in new hire orientations as follows:
 - a. Prior to the start of the school year, the District shall provide a sixty (60) minute block of time during the paid in-service days for the Association to meet with new employees hired during summer break.
 - b. For members hired after in-service week, the District shall schedule a thirty (30) minute block of time for the Association to meet with the new hire(s), during their regularly scheduled working hours, within ten (10) working days of their first day of work. The District shall notify the new hire(s) of the date, time, and location of the meeting. All new hires who attend the meeting shall not suffer a loss of pay or benefits.
7. Testify in a legal proceeding in which the designated union representative has been subpoenaed as a witness.

For the purpose of this Article, “designated representatives” shall include executive board officers and building representatives. The District shall not reduce a designated representative’s work hours to accommodate the performance of the activities listed above, except to prevent a member from working unauthorized extra hours.

- G. The Association shall have access to regularly maintained job descriptions. The District shall notify the Association of any changes to job descriptions. If the Association submits a timely demand to bargain over changes to job descriptions, bargaining shall follow the procedures outlined in ORS 243.698.

H. **HIRING COMMITTEES**

The District will notify the Association of scheduled interviews for bargaining unit positions and building level administrative positions a minimum of three (3) calendar days prior to the scheduled interview date. A minimum of one Association member shall have the opportunity to participate on the interview committee. If the Association does not respond to the District’s notification of scheduled interviews for bargaining unit and building level administrative positions by the day of the scheduled interviews, the Association shall waive their right to participate on the interview committee. The District retains sole discretion over the person hired for any position.

I. BOARD POLICY CHANGES

The Association may address the school board at any board meeting regarding policy changes.

ARTICLE 18

MILEAGE RATE

Whenever possible, staff will use district-owned vehicles when conducting district business that requires travel within district boundaries and within a 40-mile radius of Rogue River. Travel in a private vehicle for the purpose of conducting district business may be approved when:

- a. A district vehicle is not available;
- b. The destination is not conveniently accessible by commercial/rental carrier, or the use of a commercial/rental carrier is not practical;
- c. Carrying articles by commercial/rental carrier would not be feasible;
- d. Commercial/rental travel is deemed to be less economical.
- e. An exception also includes when a member travels within the District itself to work at a different worksite. It is understood that this is not for student transportation.

Approved use of a private vehicle will be reimbursed at the current IRS Mileage Reimbursement Rate. Members will be expected to carpool to meetings whenever feasible. Mileage and parking reimbursement may be claimed by submitting an approved "Mileage Reimbursement" form to the business office. Mileage reimbursement guidelines: Members may only be reimbursed for mileage that is beyond their normal home-to-work miles traveled. In-District mileage reimbursement will not be granted to a member, other than a district-approved tutor, for traveling from their residence to the place where work normally begins for the day or for returning home from the last place worked during the day, without prior approval from the Superintendent.

Members who travel from one site to another shall not lose their thirty (30) minute duty-free lunch period or any portion of their preparation time because of such travel. The District shall ensure that sufficient travel and set-up time, no less than 15 minutes each way, is available for members who work at more than one site. Mileage costs will be reimbursed at the IRS rate. Payment will be made monthly, upon submission of the appropriate travel voucher to the District office.

ARTICLE 19

INSURANCE BENEFITS

- A. The District shall provide a tiered insurance benefits plan to members. Tiered rates for the 2026-2027, 2027-2028, and 2028-2029 contract years will begin with the September 2026, September 2027, and September 2028 paychecks respectively.

Tiered Rates with varied contributions for 2026-2027:

Single employee	\$608.00
Employee + Partner	\$1,397.00
Employee + Child	\$1,218.00
Employee + Partner + Child	\$2,011.00

Tier Rates with varied contributions for 2027-2028:

Single employee	\$629.00
Employee + Partner	\$1,446.00
Employee + Child	\$1,261.00
Employee + Partner + Child	\$2,081.00

Tiered Rates with varied contributions for 2028-2029:

Single employee	\$651.00
Employee + Partner	\$1,497.00
Employee + Child	\$1,305.00
Employee + Partner + Child	\$2,154.00

Part-time members who work .50-.99 FTE shall receive the full District insurance contribution.

- B. Subject to state law, insurance carriers and plans will be based on a majority vote of the Rogue River EA members except they shall not select the two highest premium plans. The Council reserves the right to review the Programs and make appropriate alterations in the benefits received, to change carriers, or to reduce the premiums. Such changes will be communicated to the District no less than ten (10 days) prior to the OEBC plan selection deadline.
- C. Members will have the option to participate in the existing Section 125 Benefits Plan with the current sole cost to the District to be a monthly per member administrative fee.

For the Section 125 Benefits Plan to continue, the District's administrative fees may not exceed the District's saving from reduced payroll costs.

- D. Members who select the highest deductible plan option will qualify for an HSA contribution of \$167.00 per month.
- E. For members who do not qualify for an HSA contribution but meet the IRS qualifications to receive an FSA contribution, the District will provide an FSA contribution of \$41.50 per month.
- F. The parties recognize that any out-of-pocket expense incurred by the member shall first be applied to fully pay the member's long-term disability premium.
- G. Licensed members who opt-out of the District medical, vision, and/or dental insurance will receive a \$400 monthly stipend. Members who work .50-.99 FTE shall be eligible for the full opt-out stipend. For a member who is eligible for medical insurance to receive the opt out, they must attest in writing that they are either covered by other medical insurance that is employer sponsored or that they have other eligible coverage. If at any time the opt-out stipend creates a situation where the district would be in violation of the affordability provisions outlined by the federal government, the two parties agree to meet and discuss a solution.
- H. Members and their spouse and/or dependents have access to group life insurance. The member pays the entire monthly premium for group life insurance through payroll deduction.

ARTICLE 20

EXTRA DUTY PAY SCHEDULE

- A. Each year, all extra duty pay outlined in Sections B and C below shall be increased by the same percentage as the COLA.
- B. Certified members designated as a Head Coach or Assistant Coach at the high school level will receive compensation in the amount of:
 - 1. Head Coaches
 - a. \$6,131 for 2026-2027
 - b. \$6,315 for 2027-2028
 - c. \$6,504 for 2028-2029.
 - 2. Head Coaches that have coached a particular sport for 7+ years in the district shall receive an additional stipend for that sport as follows:
 - a. \$1,754 for 2026-2027
 - b. \$1,807 for 2027-2028
 - c. \$1,862 for 2028-2029.
 - 3. Assistant Coaches
 - a. \$3,814 for 2026-2027
 - b. \$3,928 for 2027-2028
 - c. \$4,046 for 2028-2029
- C. Certified members designated as a Head Coach or Assistant Coach at the middle school level will receive compensation in the amount of:
 - 1. Head Coaches
 - a. \$2,383 for 2026-2027
 - b. \$2,454 for 2027-2028
 - c. \$2,528 for 2028-2029.
 - 2. Assistant Coaches
 - a. \$2,383 for 2026-2027
 - b. \$2,454 for 2027-2028
 - c. \$2,528 for 2028-2029.
- D. Compensation received by athletic coaches will not increase with years of service except as outlined in Section B2 above. All coaches will receive the flat fee designated above. The fee

received will be unrelated to tenure as a coach, or the coach's term of service as an employee of the District.

E. The flat rate described above will apply to the following athletic coaches:

a. High School Head Coaches

- i. High School Head Wrestling
- ii. High School Head Baseball
- iii. High School Head Softball
- iv. High School Head Volleyball
- v. High School Head Football
- vi. High School Head Basketball
- vii. High School Head Track and Field
- viii. High School Head Cross Country
- ix. High School Head Soccer
- x. High School Head Cheerleading
- xi. High School Head Golf

b. High School Assistant Coaches

- i. High School Assistant Football
- ii. High School Assistant Basketball
- iii. High School Assistant Track and Field
- iv. High School Assistant Wrestling
- v. High School Assistant Cross Country
- vi. High School Assistant Baseball
- vii. High School Assistant Volleyball
- viii. High School Assistant Soccer
- ix. High School Assistant Softball
- x. High School Assistant Golf

c. Middle School Head Coaches and Athletic Director

- i. Middle School Athletic Director
- ii. Middle School Head Football
- iii. Middle School Head Basketball
- iv. Middle School Head Track and Field
- v. Middle School Head Volleyball
- vi. Middle School Head Cross Country
- vii. Middle School Head Wrestling

d. Middle School Assistant Coaches

- i. Middle School Assistant Football
- ii. Middle School Assistant Basketball
- iii. Middle School Assistant Volleyball
- iv. Middle School Assistant Track and Field
- v. Middle School Assistant Wrestling

F. For non-athletics related extra duty positions, the following is the extra duty pay schedule that will apply based on the indicated percentage of step one in the BA column of the regular licensed salary schedule for the current year in this Agreement:

EXTRA DUTY SCHEDULE
(see Appendix A-4, A-5, and A-6 for actual dollar amounts)

YRS	I	II	III	IV	V	VI	VII
1 – 2	10%	9%	8%	6%	5%	4%	2%
3 – 4	12%	10%	9%	7%	6%	4.5%	2.5%
5 – 6	14%	11%	10%	8%	7%	5%	3%
7+	16%	12%	11%	9%	8%	5.5%	3.5%

I Voc-Ag Summer Program, High School Student Activities Coordinator, High School FFA Club Advisor

- II Drama Production Director, Drama Technical Director, Music Director
 - III High School Canteen Coordinator, High School Yearbook Advisor, Robotics Advisor, CTE Coordinator
 - IV High School State Assessment Coordinator, TAG Coordinator
 - V Battle of the Books Coordinator
 - VI High School Club Advisors: FBLA, High School Senior Class Advisors, National Honor Society Advisor, Middle/High School TAG Advisor, Elementary TAG Advisor.
 - VII SVA Senior Class Advisor, Elementary Yearbook Advisor
- G. A \$1,000 stipend will be paid to the following TAG Activity Coaches:
- a) Elementary Battle of the Books (3rd, 4th, and 5th grade) – The advisors for RRES and SVA shall be paid separate stipends.
 - b) 6th Grade Battle of the Books – RRES
 - c) 6th/7th/8th Grade Battle of the Books – SVA
 - d) Junior High School Battle of the Books (7th and 8th grade)
 - e) High School Battle of the Books (9th through 12th grade)
 - f) Junior High Scavenger Hunt
 - g) High School Scavenger hunt
 - h) High School Brain Bowl
 - i) Junior High School Brain Bowl

Filling Extra-Duty positions in any year is subject to level of participation by students as determined by the Board, and Title IX requirements. Activities which have no required minimum level of participation (e.g. cross country, wrestling, track, clubs, advisories) will also be subject to level of participation by students as determined by the Board, and any potential legal requirements.

- H. All extra duty assignments, both contracted and hourly non-contracts, are on a volunteer basis. No member shall be required to accept an extra duty assignment.
- I. The Board will seek applicants for contracted extra duty assignments and select applicants for these positions applied for based on the established hiring process. In the absence of qualified member applicants, the District may seek external applicants.
- J. All licensed staff members who have an assignment under the extra duty pay schedule will receive written notification including compensation placement prior to the beginning of the appropriate school year.
- K. Any member volunteering to spend extra duty time on an activity not covered in this article will be paid at the rate of \$25.00 per hour for a maximum of \$200.00 per day for supervising activities and \$37.50 per hour for a maximum of \$300.00 per day for professional activities such as curriculum development for the term of this contract.

- L. Extended Duty contracts shall be voluntary and shall be paid at the rate of 1/191st of the members' annual salary per day worked. Such extended contracts do not need to be an extension of that member's regular duties. Summer school shall be considered as an extended duty under this provision.
- M. Subject to the availability of mentor volunteers, every new hire with no prior experience will be offered a mentor. Mentor assignments are subject to voluntary acceptance by the mentor. The mentor stipend per mentee will be \$500.00.
1. LEVEL I: Every new hire with no prior experience will be offered a mentor. Mentor assignments are subject to voluntary mentor acceptance; the mentor preference would be from the same grade level, subject area, or field that the new hire teaches and/or works in if available. Additionally, mentors should be chosen from on-site building staff for ease of access. Both mentor and new hire will be given 4 hours of work coverage over the year, in order to work directly with each other. The mentor stipend per mentee is \$500.
 - a. Mentors will be given training and/or support through Administration to complete their tasks of mentoring each mentee.
 - b. Mentors should not be assigned more than three new hires to our district per year. In addition to training and support, mentors will also have time built into their daily/weekly schedule that allows time for them to meet with, observe and guide their mentees as necessary for that school year.
 - c. If at all possible, mentors should be of the same subject, discipline and/or academic level (K-2, 3-6, Jr. High, High School) as the mentee to provide maximum support for new hires.
- N. LEVEL II: New hires with only 1-4 years of experience will be offered a mentor to ease the transition into a new school and curriculum. Mentor assignments are subject to voluntary mentor acceptance; the mentor preference would be from the same grade level subject area, and/or field that the new hire teaches and/or works in if available. Additionally, mentors should be chosen from on-site building staff for ease of access. Both mentor and new hires will be given 4 hours of work coverage over the year, in order to work directly with each other. The mentor stipend per level 2 mentee is \$250. Subsections a-c listed above apply for this Level as well.

ARTICLE 21

PROFESSIONAL COMPENSATION

A. Salary Schedules

The 2026-2027 licensed salary schedule is shown in Appendix A – 1, 2027-2028 in Appendix A-2, and 2028-2029 in Appendix A-3. The 2026-2027 Specialist Salary Schedule is shown in Appendix A-7, 2027-2028 in Appendix A-8, and 2028-2029 in Appendix A-9. The increment between steps on all salary schedules shall be 3.35%, and all eligible members shall receive a step increase. Bargaining unit members will be provided a 3% COLA in 2026-2027, a 3% COLA in 2027-2028, and a 3% COLA in 2028-2029.

B. Members new to the District shall be awarded any previously earned academic credit and placed in the appropriate column. Members new to the District will be awarded credit on the salary schedule for each year of experience in their field requiring a license issued by a state agency. A full year of experience credit shall be provided for any past experience that extended at least half of the school year. Licensed substitute teaching experience shall only count if the experience was in the same position for at least half of the school year.

C. If a member completes the necessary credits for advancement to a higher educational level on the compensation schedule, an adjustment in placement on the schedule will be made once a member verifies that they have earned the credit level necessary to advance to a higher column on the compensation schedule. The District shall start paying the member at the higher column at the beginning of the pay period immediately following their submission of verification.

D. A member who receives a benefit under Workers' Compensation Insurance and/or Short-Term Disability, or Paid Family and Medical Leave Insurance 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 leave hours necessary to ensure that the member receives their normal salary. Members have the right to choose the order in which their sick and personal leave are utilized.

E. Members shall be paid on a twelve-month basis with each paycheck consisting of one-twelfth of their annual salary. Members shall be paid on the 28th of each month from August through July. If the 28th falls on a holiday or weekend, payday shall be the preceding business day. If the contract year has not started by August 28th, the first pay date shall be the first working day of the contract year.

F. During the term of this Agreement, the District will participate in the public employee retirement plans required by law. The District will continue to pay the 6% employee contribution in accordance with the law.

G. **Rogue River Junior/Senior High School:** In the event a Rogue River Junior/Senior High School teacher substitutes during their preparation period for an absent teacher, the teacher providing coverage shall be compensated at the substitute teacher rate per ORS

342.610, broken down to an hourly rate based on a six-hour day, per hour or an equal amount of compensatory time, whichever the teacher chooses. Compensatory time may be accumulated but must be used prior to the end of the school year in which it is earned. Substituting during one's preparation period shall be on a volunteer basis.

Rogue River Elementary School: In the event a Rogue River Elementary School teacher is assigned to substitute for an absent teacher, compensation will be provided to the teacher if an administrator assigns one (1) to three (3) teachers to substitute for the absent teacher.

The teachers assigned to substitute for the absent teacher will be compensated at the substitute teacher rate as defined in ORS 342.610, broken down to an hourly rate based on a six-hour day. A prorated amount of this rate shall be paid based upon the amount of the absent teacher's class load the teacher is assigned. For example, if a teacher substitutes for another teacher by taking on half of the absent teacher's class load, the teacher will receive one-half of the substitute teacher rate of pay per hour of substitute coverage provided. Substitute coverage provided for less than one hour shall also be prorated. For this provision to go into effect for a half day or more, a substitute must have been requested through the substitute service and was unable to be filled.

- H. Members with a Master's degree shall be paid an annual stipend equivalent to 5% of BA step one on the regular licensed salary schedule.
- I. Members with a Master's degree plus 24 credits shall be paid an annual stipend equivalent to 2.5% of BA step one on the regular licensed salary schedule.
- J. Members who have been in the District for 10 years or more shall be paid an annual longevity stipend equivalent to 1% of BA step one on the regular licensed salary schedule.
- K. Upon PERS eligible retirement, and not less than ten (10) consecutive years of employment with the District, the District shall pay members who are OPSRP \$10 per hour of accumulated sick leave. The member shall receive a lump sum payment upon retirement.

ARTICLE 22

INCLUSION

To facilitate the implementation of IDEA and relating Oregon Laws, the District shall provide in-service training to each member who has had no previous training relating to students with disabilities and implementation of the above law.

ARTICLE 23

STUDENT TEACHERS

Teachers asked by the administration to participate in a training experience for student teachers or other apprentice programs, shall have the right to elect not to participate. The Superintendent will determine which teachers are eligible to participate in any student teaching contract entered into between a teacher training institute and the District. If any teacher elects to participate, and is approved to do so by the Superintendent, they shall be compensated the full amount of the fees and tuition vouchers paid by the training institute to the District. If any member elects not to use all of their tuition vouchers, the vouchers will be pooled. Any member needing tuition vouchers will notify the Council. The Council will maintain a list of these requests and distribute the vouchers. Administrative vouchers not used by administrators will be given to the Council for distribution.

ARTICLE 24

PERSONNEL FILES

A. CONTENT OF FILE

1. The personnel file shall be confidential and shall contain the 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 to accompany them during such review.
2. Letters of expectation/directive are defined as a notice of policies and practices to a member and shall not be placed in their personnel file.

B. SIGNATURE ON FILE CONTENTS

No evaluation document, disciplinary document or complaint shall be placed in a member's personnel file unless the member has had notice and has been given a copy. 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 will also have the right to submit a written answer to such material and attach it to the charge. Materials intended for the personnel file will be clearly marked. If the member refuses to sign any document, the District may place the item in the file after written notification to the member and the Council.

- C. No document or other material derogatory to a member's conduct shall be placed in the member's personnel file after severance unless otherwise required by law.
- D. Materials placed in the personnel file of a member without conforming to the provisions of this Article will not be used by the District in any subsequent evaluation or disciplinary proceeding involving the member.

ARTICLE 25
RETIRED REHIRED

1. After retirement, the District may employ retired members up to the maximum state allowed hours worked by the retired member. The period of time the member will be contracted shall be agreed to in advance between the District and the member, although it may be changed with mutual agreement between the District and member.
2. Members who choose to retire during their current contract year may be rehired to finish the current contract year under the following conditions:
 - a. Members will be notified of whether or not they will be rehired within thirty (30) days after their application for retirement. They may withdraw that application for rehire within ten (10) days of said notification.
 - b. If selected for rehire, a member will continue to work as an employee at their current contracted salary for the remainder of the current contract year.
3. Members may be rehired for additional years under the conditions stated below at the District's discretion. However, notification for rehire will be given no later than May 31 prior to the school year to be worked. In the event that a member is rehired for the following school year, the parties agree the District may, but is not required, to post the member's position as a vacancy prior to making the rehire decision.
 - a. Compensation - Salary shall be at the rate of pay in accordance with the rate established by the member's experience and education level per this CBA.
4. All members who are retired/rehired will be subject to the following conditions:
 - a. Members shall be eligible for District insurance options and the insurance cap established per this CBA through the member's last month of employment.
 - b. PERS Tier I and Tier II members shall have all sick leave hours transferred to PERS upon retirement and those hours will not be available upon re-employment. All members shall accrue sick leave as outlined per this CBA.
 - c. Members must hold a valid license in the area for which work is performed.
 - d. Members will be hired on a one-school-year contract when they are rehired under Section 3. These members are entitled to continue receiving pay and benefits as outlined in this article and in accordance with this entire collective bargaining agreement.

ARTICLE 26

MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of this Agreement to any member or group of members 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.

B. COMPLIANCE WITH INDIVIDUAL CONTRACT AND MASTER AGREEMENT

Any individual contract between the District 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.

- C. This Agreement shall not be modified in whole or in part by either party except through renegotiation. Such modification shall be approved by the Council and the Board and reduced to writing.

D. MAINTENANCE OF STANDARDS

All conditions of employment, including teaching/working hours, extra compensation for duties outside regular teaching/working hours, relief periods, leaves and general teaching/working conditions shall not be changed by the district unless prior written notice has been given to the Council. Upon a receipt of a timely demand to bargain, the district agrees to engage in good faith negotiations for the time periods required by ORS 243.698 et. Seq.

E. SEPARABILITY OF PROVISIONS

In the event that any provision of this contract shall, at any time, be declared invalid by any court or competent jurisdiction, such decision should apply only to a specific article, section or portion thereof directly specified in the decision. Such a decision shall not invalidate the entire contract; it being the expressed intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. At the request of either party, negotiations shall commence to find a mutually-satisfactory replacement for the unlawful or unenforceable provision.

ARTICLE 27

SAFE WORKING CONDITIONS

1. The District shall post the Communicable Outbreak Management Plan and the Healthy and Safe Schools Plan on the District website.
2. There shall 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 the Board. The member shall give the Superintendent and the Board a reasonable time in which to correct the condition. This provision does not allow the Council or bargaining unit members to withhold services.
3. Subject to the limitations of the Family Education Rights and Privacy Act (FERPA), ORS 336.187 and OAR 581-021-0340, members with a legitimate educational interest will be notified prior to being assigned to work with or supervise students(s) who evidence behaviors that could present a safety problem to other students or the member. To the extent allowable by law, members will be provided with specific information about the known behavior pattern(s) of the student(s) and suggested strategies for managing those behaviors as soon as that information is available.

ARTICLE 28

SITE COMMITTEES

- A. The District and the Council recognize that arrangements pursuant to which members at individual schools are given increased responsibility for making decisions with regard to their day-to-day affairs (site-based decision making arrangements) can foster the collegial exchange of ideas and information that is necessary for effective professional practice, and can improve the educational process.

The purpose of a Building Site Committee shall be as follows:

1. To improve the instructional program.
2. Enhance student achievement.
3. Provide opportunities for restructuring.

Consistent with District policy, this Collective Bargaining Agreement adheres to federal and state statutes and regulations. Examples of Building Site Committee responsibilities may include but are not limited to: programs that enhance learning outcomes for students, measurement of learning outcomes, and improvement of processes to deliver services to students, and improve elements common to strong school/community relationships. The central office will provide support to Site Committees within available time and resources. The School Board will fund each Site Committee at \$1000 per site for the school year to carry out its responsibilities.

ARTICLE 29

PROFESSIONAL DEVELOPMENT

A. District Professional Development Committee (DPDC).

The Parties shall establish a District Professional Development Committee (DPDC) which shall be charged with the responsibility of advising the Superintendent on professional development issues and shall provide recommendations for professional development offerings provided by the District.

1. Committee Makeup: The DPDC shall be made up of one (1) licensed staff member from RRES, RR Junior High, RR High School, and SVA, all of whom shall be selected by the Association; and two (2) building level administrators whom shall be selected by the Superintendent. The committee shall name its own chair.
2. Released Time: The District shall provide up to four (4) half-days of released time per committee member during the regular member workday, in order for the DPDC to meet its responsibilities.

B. When members are required to participate in professional development outside of their contracted work hours, they shall be paid \$37.50 for all hours worked outside of their contracted work hours.

C. The District will pay for the registration fees, lodging, meals, mileage, and any other approved expenses for approved Professional Development. Upon request by the member, the District shall provide a written explanation for denials of professional development requests.

D. Tuition Reimbursement Program

The District will provide a \$13,000.00 pool for tuition reimbursement to bargaining unit members each year.

1. Any bargaining unit member may submit documentation for tuition paid for college credit in the prior year.
2. Credit must be from an accredited college or university and must be directly related to the education profession.
3. The funds in the pool will be proportionally divided among all unit members that submit appropriate documentation for the cost of tuition for credits earned.
4. Any funds remaining in the pool at the end of the year are rolled over to the following year. Upon request, the District shall provide the Association with the amount of funds remaining in this account.

5. Members will provide proof of completion of credits earned with the reimbursement request.
 - a. Each year a maximum of \$3,000 from the fund may be used for reimbursement for administrative credits.
6. Reimbursement: Payment will be through reimbursement.
 - a. The district will reimburse the tuition, registration, and required text costs only for those credits directly related to the education profession. Recipients will need to provide original receipts for expenditures and proof of passing grades.
 - b. Documentation and requests for reimbursement should occur by October 1 of the year following completion of credit. Reimbursement requests can only be approved if the member is returning to the District in the school year in which the request is being made. Reimbursement for costs will be provided to individuals by October 31st. Tuition costs will be reimbursed at a rate not to exceed the per credit rate of the Oregon University System.

ARTICLE 30

OPEN DIALOGUE AND RESOLUTION COMMITTEE (ODRC)

The parties agree to form an open dialogue and resolution committee (ODRC) at both the building and district levels. The ODRC will begin meeting no later than October 1st each year and thereafter at least quarterly and up to monthly for the purpose of discussing and resolving issues or problems. The goal is to meet regularly as needed for the purpose of keeping workplace issues from escalating and maintaining accurate and effective policy implementation. This is also a space where either side may receive or give “heads up” information which will ensure fluid and congenial functioning of the specific building site or organizational structure. Any member of the group may suggest items for the agenda.

- A. The district level will consist of the President of the Association or designee and another member chosen by the Association, and the superintendent and or designee.
- B. The building level will consist of the principal and no more than two members at each school (RRES, RRJSHS, SVA) chosen by the Association.
- C. In the event a member deems that a class support plan is needed due to the class size and/or caseload and/or composition of their class, they may initiate a discussion with their building administrator. If the member is not satisfied with the outcome of that discussion, they may seek assistance through building level and district level leadership through ODRC to consider possible resolutions, which may include, but are not limited to:
 - 1. Additional staff/clerical support
 - 2. Teaming
 - 3. Consider change/modification to student or member schedule
 - 4. Release time
 - 5. Professional Development
 - 6. Other options as agreed upon by building level/district level leadership, Association leaders, and the member.

ARTICLE 31

JOB SHARE

- A. Job sharing shall be defined as the voluntary occupation of a single staff position by two (2) bargaining unit members.
- B. Actual assignments and hours will be determined by written mutual agreement between the participating members and the District. Without the consent of all parties, this arrangement remains inoperative.
- C. Job sharing will continue from year to year at the discretion of the District and with the approval of the members involved. At the termination of the job share each half-time member will move to a full-time member status. At the termination of the job share the district can assign the former job share participants to any licensed position in the district for which they are qualified. If there are insufficient licensed positions available, the district will follow the layoff provisions in Article 12. The job share participants will accrue seniority during the job share as if they were fulltime members.
- D. Shared time positions will be compensated as follows:
 - 1. Salaries will be calculated by using each member's regular annual salary, prorated proportional to the FTE worked. 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. Division of the fringe benefit package shall be by written mutual agreement of the member partners with District approval; however, the District shall not be liable for more than one fringe benefit package. Member partners may continue on all benefit programs at their own expense.
- E. Leaves and paid holidays will be prorated to each participant based on the proportional FTE workload.
- F. In-Service Meetings: Job share participants will attend in-service meetings on a schedule to be determined by the building principal with the consideration of the members' input.
- G. Family-Teacher Conferences: Job share participants will attend Family-Teacher Conferences on a schedule to be determined by the building principal with the consideration of the members' input.

ARTICLE 32

DURATION OF AGREEMENT

- A. This Agreement shall be effective upon expiration of the preceding Agreement or upon ratification, whichever is later, and shall be binding upon the Board, the Association and its members and shall remain in full force and effect through June 30, 2029.
- B. Bargaining a successor agreement shall begin by March 1, 2029 and be conducted in accordance with ORS 243.650, et seq.

IN WITNESS WHEREOF, the Council has caused this Agreement to be signed by its President and the District has caused this Agreement to be signed by its Chairman of the Board, attested by its Clerk.

SOUTHERN OREGON BARGAINING COUNCIL
NO. 35

By: 
Council Chair

Date: 6-8-2026

By: 
Association Representative

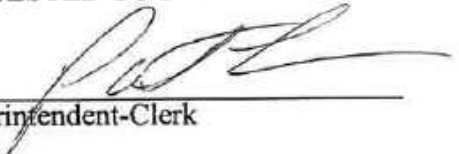
Date: 6-8-26

ROGUE RIVER SCHOOL DISTRICT

By: 
Board Chairman

Date: 6/16/20 

ATTESTED TO BY:


Superintendent-Clerk

Date: 6-17-26

Appendix A-1
Licensed Salary Schedule
July 01, 2026 through June 30, 2027
(3% COLA increase effective July 01, 2026)

	BA	BA + 15	BA + 30	BA + 45	BA + 60 or MA*	BA + 75 or MA + 24
Step 1	\$48,419	\$50,041	\$51,717	\$53,450	\$55,241	\$57,092
Step 2	\$50,041	\$51,717	\$53,450	\$55,241	\$57,092	\$59,005
Step 3	\$51,717	\$53,450	\$55,241	\$57,092	\$59,005	\$60,982
Step 4	\$53,450	\$55,241	\$57,092	\$59,005	\$60,982	\$63,025
Step 5	\$55,241	\$57,092	\$59,005	\$60,982	\$63,025	\$65,136
Step 6	\$57,092	\$59,005	\$60,982	\$63,025	\$65,136	\$67,318
Step 7	\$59,005	\$60,982	\$63,025	\$65,136	\$67,318	\$69,573
Step 8	\$60,982	\$63,025	\$65,136	\$67,318	\$69,573	\$71,904
Step 9	\$63,025	\$65,136	\$67,318	\$69,573	\$71,904	\$74,313
Step 10	\$65,136	\$67,318	\$69,573	\$71,904	\$74,313	\$76,802
Step 11	\$67,318	\$69,573	\$71,904	\$74,313	\$76,802	\$79,375
Step 12		\$71,904	\$74,313	\$76,802	\$79,375	\$82,034
Step 13			\$76,802	\$79,375	\$82,034	\$84,782
Step 14				\$82,034	\$84,782	\$87,622
Step 15					\$87,622	\$90,557
Step 16						\$93,591
Masters Stipend:						\$2,421
Masters +24 Stipend:						\$1,210
Longevity Stipend:						\$484

Appendix A-2
Licensed Salary Schedule
July 01, 2027 through June 30, 2028
(3% COLA increase effective July 01, 2027)

	BA	BA + 15	BA + 30	BA + 45	BA + 60 or MA*	BA + 75 or MA + 24
Step 1	\$49,872	\$51,543	\$53,270	\$55,055	\$56,889	\$58,805
Step 2	\$51,543	\$53,270	\$55,055	\$56,889	\$58,805	\$60,775
Step 3	\$53,270	\$55,055	\$56,889	\$58,805	\$60,775	\$62,811
Step 4	\$55,055	\$56,889	\$58,805	\$60,775	\$62,811	\$64,915
Step 5	\$56,889	\$58,805	\$60,775	\$62,811	\$64,915	\$67,090
Step 6	\$58,805	\$60,775	\$62,811	\$64,915	\$67,090	\$69,338
Step 7	\$60,775	\$62,811	\$64,915	\$67,090	\$69,338	\$71,661
Step 8	\$62,811	\$64,915	\$67,090	\$69,338	\$71,661	\$74,062
Step 9	\$64,915	\$67,090	\$69,338	\$71,661	\$74,062	\$76,543
Step 10	\$67,090	\$69,338	\$71,661	\$74,062	\$76,543	\$79,107
Step 11	\$69,338	\$71,661	\$74,062	\$76,543	\$79,107	\$81,757
Step 12		\$74,062	\$76,543	\$79,107	\$81,757	\$84,496
Step 13			\$79,107	\$81,757	\$84,496	\$87,327
Step 14				\$84,496	\$87,327	\$90,252
Step 15					\$90,252	\$93,275
Step 16						\$96,400
					Masters Stipend:	\$2,494
					Masters +24 Stipend:	\$1,247
					Longevity Stipend:	\$499

Appendix A-3
Licensed Salary Schedule
July 01, 2028 through June 30, 2029
(3% COLA increase effective July 01, 2028)

	BA	BA + 15	BA + 30	BA + 45	BA + 60 or MA*	BA + 75 or MA + 24
Step 1	\$51,368	\$53,089	\$54,867	\$56,705	\$58,605	\$60,568
Step 2	\$53,089	\$54,867	\$56,705	\$58,605	\$60,568	\$62,597
Step 3	\$54,867	\$56,705	\$58,605	\$60,568	\$62,597	\$64,694
Step 4	\$56,705	\$58,605	\$60,568	\$62,597	\$64,694	\$66,861
Step 5	\$58,605	\$60,568	\$62,597	\$64,694	\$66,861	\$69,101
Step 6	\$60,568	\$62,597	\$64,694	\$66,861	\$69,101	\$71,416
Step 7	\$62,597	\$64,694	\$66,861	\$69,101	\$71,416	\$73,808
Step 8	\$64,694	\$66,861	\$69,101	\$71,416	\$73,808	\$76,281
Step 9	\$66,861	\$69,101	\$71,416	\$73,808	\$76,281	\$78,836
Step 10	\$69,101	\$71,416	\$73,808	\$76,281	\$78,836	\$81,477
Step 11	\$71,416	\$73,808	\$76,281	\$78,836	\$81,477	\$84,206
Step 12		\$76,281	\$78,836	\$81,477	\$84,206	\$87,027
Step 13			\$81,477	\$84,206	\$87,027	\$89,942
Step 14				\$87,027	\$89,942	\$92,955
Step 15					\$92,955	\$96,069
Step 16						\$99,287
						Masters Stipend: \$2,568
						Masters +24 Stipend: \$1,284
						Longevity Stipend: \$514

Appendix A-4							
July 01, 2026 through June 30, 2027							
	BA Step 1 Base Rate: \$48,419						
	Step I	Step II	Step III	Step IV	Step V	Step VI	Step VII
Years 1-2	10.0%	9.0%	8.0%	6.0%	5.0%	4.0%	2.0%
Years 3-4	12.0%	10.0%	9.0%	7.0%	6.0%	4.5%	2.5%
Years 5-6	14.0%	11.0%	10.0%	8.0%	7.0%	5.0%	3.0%
Years 7+	16.0%	12.0%	11.0%	9.0%	8.0%	5.5%	3.5%
Years 1-2	\$4,842	\$4,358	\$3,874	\$2,905	\$2,421	\$1,937	\$968
Years 3-4	\$5,810	\$4,842	\$4,358	\$3,389	\$2,905	\$2,179	\$1,210
Years 5-6	\$6,779	\$5,326	\$4,842	\$3,874	\$3,389	\$2,421	\$1,453
Years 7+	\$7,747	\$5,810	\$5,326	\$4,358	\$3,874	\$2,663	\$1,695

Appendix A-5							
July 01, 2027 through June 30, 2028							
	BA Step 1 Base Rate: \$49,872						
	Step I	Step II	Step III	Step IV	Step V	Step VI	Step VII
Years 1-2	10.0%	9.0%	8.0%	6.0%	5.0%	4.0%	2.0%
Years 3-4	12.0%	10.0%	9.0%	7.0%	6.0%	4.5%	2.5%
Years 5-6	14.0%	11.0%	10.0%	8.0%	7.0%	5.0%	3.0%
Years 7+	16.0%	12.0%	11.0%	9.0%	8.0%	5.5%	3.5%
Years 1-2	\$4,987	\$4,488	\$3,990	\$2,992	\$2,494	\$1,995	\$997
Years 3-4	\$5,985	\$4,987	\$4,488	\$3,491	\$2,992	\$2,244	\$1,247
Years 5-6	\$6,982	\$5,486	\$4,987	\$3,990	\$3,491	\$2,494	\$1,496
Years 7+	\$7,980	\$5,985	\$5,486	\$4,488	\$3,990	\$2,743	\$1,746

Appendix A-6							
July 01, 2028 through June 30, 2029							
	BA Step 1 Base Rate: \$51,368						
	Step I	Step II	Step III	Step IV	Step V	Step VI	Step VII
Years 1-2	10.0%	9.0%	8.0%	6.0%	5.0%	4.0%	2.0%
Years 3-4	12.0%	10.0%	9.0%	7.0%	6.0%	4.5%	2.5%
Years 5-6	14.0%	11.0%	10.0%	8.0%	7.0%	5.0%	3.0%
Years 7+	16.0%	12.0%	11.0%	9.0%	8.0%	5.5%	3.5%
Years 1-2	\$5,137	\$4,623	\$4,109	\$3,082	\$2,568	\$2,055	\$1,027
Years 3-4	\$6,164	\$5,137	\$4,623	\$3,596	\$3,082	\$2,312	\$1,284
Years 5-6	\$7,192	\$5,650	\$5,137	\$4,109	\$3,596	\$2,568	\$1,541
Years 7+	\$8,219	\$6,164	\$5,650	\$4,623	\$4,109	\$2,825	\$1,798

Appendix A-7
Specialist Salary Schedule for School Psychologist, Speech Language Pathologist,
Occupational Therapist, and Mental Health Specialist
July 01, 2026 through June 30, 2027
(Effective July 01, 2026)

Step	BA
Step 1	\$64,890
Step 2	\$67,064
Step 3	\$69,311
Step 4	\$71,632
Step 5	\$74,032
Step 6	\$76,513
Step 7	\$79,076
Step 8	\$81,725
Step 9	\$84,463
Step 10	\$87,293
Step 11	\$90,217
Step 12	\$93,239
Step 13	\$96,363
Step 14	\$99,591
Step 15	\$102,927
Step 16	\$106,375

Master's Stipend	\$2,421
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Appendix A-8
Specialist Salary Schedule for School Psychologist, Speech Language Pathologist,
Occupational Therapist, and Mental Health Specialist
July 01, 2027 through June 30, 2028
(Effective July 01, 2027)

Step	BA
Step 1	\$66,837
Step 2	\$69,076
Step 3	\$71,390
Step 4	\$73,781
Step 5	\$76,253
Step 6	\$78,808
Step 7	\$81,448
Step 8	\$84,177
Step 9	\$86,997
Step 10	\$89,912
Step 11	\$92,924
Step 12	\$96,036
Step 13	\$99,254
Step 14	\$102,579
Step 15	\$106,015
Step 16	\$109,566

Master's Stipend	\$2,494
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Appendix A-9
Specialist Salary Schedule for School Psychologist, Speech Language Pathologist,
Occupational Therapist, and Mental Health Specialist
July 01, 2028 through June 30, 2029
(Effective July 01, 2028)

Step	BA
Step 1	\$68,842
Step 2	\$71,148
Step 3	\$73,532
Step 4	\$75,994
Step 5	\$78,541
Step 6	\$81,172
Step 7	\$83,891
Step 8	\$86,702
Step 9	\$89,607
Step 10	\$92,609
Step 11	\$95,712
Step 12	\$98,917
Step 13	\$102,232
Step 14	\$105,656
Step 15	\$109,195
Step 16	\$112,853

Master's Stipend	\$2,568
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