

Employment Agreement
Between
Three Rivers School District
And
Three Rivers Education Association/SOBC
~~2017-2020~~ **2020-2023**
(July 1, 2017 **20** to June 30, 2020 **23**)

**EMPLOYMENT AGREEMENT BETWEEN
THREE RIVERS SCHOOL DISTRICT
and
THREE RIVERS EDUCATION ASSOCIATION
SOBC/OEA/NEA
TABLE OF CONTENTS**

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
PREAMBLE	4
ARTICLE 1	RECOGNITION.....	4
ARTICLE 2	STATUS OF AGREEMENT	4
ARTICLE 3	DISTRICT FUNCTIONS	5
ARTICLE 4	STRIKES AND WORK STOPPAGE	6
ARTICLE 5	ASSOCIATION RIGHTS AND PRIVILEGES	6
ARTICLE 6	RIGHTS OF PROFESSIONAL EMPLOYEES	8
ARTICLE 7	DISCIPLINE AND DISCHARGE	11
ARTICLE 8	GRIEVANCE PROCEDURE	11
ARTICLE 9	VACANCIES AND TRANSFERS.....	14
ARTICLE 10	SENIORITY, REDUCTION IN STAFF AND RECALL	16
ARTICLE 11	TEACHING CONDITIONS	18
ARTICLE 12	CLASS COVERAGE	22
ARTICLE 13	STUDENT DISCIPLINE	22
ARTICLE 14	CALENDAR	23
ARTICLE 15	WORK SCHEDULE	24
ARTICLE 16	PERSONNEL FILES	25
ARTICLE 17	LEAVES OF ABSENCE.....	25
ARTICLE 18	CONTRACTED SERVICES	33
ARTICLE 19	PUPIL TRANSPORTATION AND REIMBURSEMENT FOR TRAVEL EXPENSE.....	34
ARTICLE 20	DUES AND PAYROLL DEDUCTION	35
ARTICLE 21	INSURANCE	36
ARTICLE 22	FAIR SHARE AGREEMENT	38
ARTICLE 23	PROFESSIONAL DEVELOPMENT.....	39
ARTICLE 24	EARLY RETIREMENT.....	39
ARTICLE 25	PROFESSIONAL SALARIES	40
ARTICLE 26	SITE COMMITTEES.....	42

ARTICLE 27	FEDERAL MANDATES.....	44
ARTICLE 28	RENEGOTIATION	45
ARTICLE 29	SAVINGS CLAUSE	45
ARTICLE 30	STUDENT TEACHER VOUCHERS.....	45
ARTICLE 31	JOB SHARES	46
ARTICLE 32	TERM OF AGREEMENT	46
APPENDIX A	TEACHER SALARY SCHEDULE	48
APPENDIX B	EXTRA DUTY PAY.....	51
APPENDIX C	EXTENDED CONTRACTS	54

PREAMBLE

- A. This Agreement is entered into by and between the Three Rivers School Board on behalf of the Three Rivers School District (County Unit), Josephine County, Oregon, herein referred to as the “Board” and the “District” respectively, and the Three Rivers Education Association/Southern Oregon Bargaining Council (SOBC), herein referred to as the “Association”, an affiliate of OEA, and the National Education Association, hereinafter called the “Association”. The Agreement is entered into on behalf of the licensed teachers of the District who are the bargaining unit, and are herein referred to as “Teachers”.
- B. The intent of this Agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours, and conditions of employment for licensed teachers included in the bargaining unit.
- C. ~~All references to teachers in this Agreement designate both sexes and when the male gender is used, it shall be construed to include both male and female teaches.~~

ARTICLE 1 RECOGNITION

- A. The Board recognizes the Three Rivers Education Association/SOBC, an affiliate of the OEA and the NEA as the exclusive bargaining representative in wages, hours and conditions of employment for all licensed teachers whether under written contract or on leave employed by the Board. Such representation shall cover all teachers assigned to newly created licensed positions, unless the parties agree in advance that such positions are principally supervisory and administrative. Further, it is recognized that all other employees of the District, including, but not limited to, administrators, supervisors, confidential employees and substitute teachers, except temporary teachers employed sixty (60) or more consecutive days in one school year, are specifically excluded from the bargaining unit and are not represented by the Three Rivers Education Association. Teachers hired for a specific period of time not to exceed one school year shall not be subject to the provisions of Article 10 – Seniority, Reduction in Staff and Recall.

ARTICLE 2 STATUS OF AGREEMENT

- A. There shall be two (2) signed copies of the final Agreement for the purpose of records. One shall be retained by the District and one by the Association.

- B. The Parties shall equally share in the cost of printing sufficient copies for all parties and supply the District with sufficient copies so that it may furnish each administrator and new employee with a copy. The Parties may also mutually agree to provide PDF copies electronically only. **The District will ensure that one printed copy is available for each building and that the digital copy is available online.**

ARTICLE 3 DISTRICT FUNCTIONS

- A. The Board, on its own behalf and on behalf of the District and electors of the District, hereby retains and reserves unto itself and its designated administrative officers, without limitation, all powers, rights, authority, duties and responsibilities expressly or implied conferred upon or invested in it by the laws and the Constitution of the State of Oregon, and of the United States, and including, but not limited to, the right at all times:
1. To the exclusive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
 2. To hire all teachers and to determine their qualifications and conditions for their continued employment; and to evaluate, promote, demote, transfer, lay off or dismiss any such teacher;
 3. To establish grade levels and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
 4. To decide upon the means and methods of instruction, selection of textbooks and other teaching materials and the use of teaching aides;
 5. To determine standards of performance and specific and general responsibilities, and teaching objective for an of teachers, and to evaluate each individual teacher's compliance, achievement, and fulfillment of such;
 6. To establish and revise the school calendar and to determine the following: class schedules; the hours of instruction and of employment; the assignments of workloads; and the duties, responsibilities and assignments of teachers and any other employees with respect thereto; and non-teaching activities; and the terms and conditions of employment;
 7. To determine location of the schools and other facilities of the school district, including the right to establish new facilities and to relocate or close other facilities; and the determination of the layout and the equipment to be uses and the right to plan, direct and control school activities;

8. To relieve teachers from duty.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Board and the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the specific terms of this Agreement.

- B. Nothing in this Agreement shall limit in any way the District's contracting or subcontracting of work or shall require the District to continue in existence any of its present programs in its present form and/or location or on any other basis.
- C. The foregoing enumeration's 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 rights to act.

ARTICLE 4

STRIKES AND WORK STOPPAGE

- A. Neither the Association, its officers, agents, nor any of the teachers covered by this Agreement will engage in, sanction, or support any strikes against the District by anyone covered by this Agreement, or slow-downs, mass resignations, mass absenteeism, the willful absences from one's position, the stoppage of work or restrictions from work, or refusal to cross picket lines, or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment against the District.
- B. Any and all teachers who violate this section may be discharged or otherwise disciplined, and an action or suit may be commenced against the Associations and/or teachers for failure to comply fully with any provision of this section, and to include any consequences resulting from said failure.
- C. The provisions of this article shall be deemed waived for any interim bargaining between the parties over issues not specifically addressed herein.

ARTICLE 5

ASSOCIATION RIGHTS AND PRIVILEGES

- A. INFORMATION

Upon request, the District agrees to supply to the Association available information necessary for its functioning as exclusive bargaining representative. The District shall not be required to

research and prepare such materials. The Association shall pay the reasonable cost of any necessary reproduction.

B. USE OF SCHOOL BUILDINGS

The Association and its representatives have the right of access to school buildings for regular and ordinary Association business, providing there is no interference with the regular school program. Building use arrangements shall be made with the building principal prior to the establishment of dates and place of meeting.

C. USE OF SCHOOL EQUIPMENT

The Association shall have the right to use school equipment as approved and designated by the building principal, including any duplicating equipment, calculating machines, and all types of audio-visual equipment as reasonable times, when such equipment is not reserved for specific school purposes. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use, and for any repairs necessitated as a result thereof. If bargaining unit members use the District computers or email systems for Association business, they are to adhere to the District's acceptable use policy.

D. BULLETIN BOARDS

The Association may provide a bulletin board to be placed in each staff room. Arrangements will be made through the building principal for the placement of said bulletin board.

E. MAIL FACILITIES AND MAIL BOXES

The Association shall have the right to use the District Courier Service and school message boxes. Such use shall be subject to any legal restrictions imposed by State or Federal statutes.

F. ASSOCIATION LEAVE

Upon request, the District shall grant not to exceed twenty (20) days leave to the Association for officers and/or elected delegates to attend Association functions, with only the cost of the substitute deducted. Said leave shall be required by the president of the Association one week in advance, and shall not be granted for more than eight (8) persons at any one time.

Leave taken without one week's notice shall be without pay. No said leave will be granted in excess of twenty (20) days without prior consent of the District, and shall be without pay.

G. RIGHT TO SPEAK AT MEETINGS

1. Upon request, an Association representative shall be allowed a minimum of ten minutes at the end of any faculty meeting for Association business.

2. During the fall orientation meeting of newly employed teachers, (if held); the Association shall be allowed no less than forty-five (45) minutes to address the new teachers.

3. Upon prior request, the Council's local representative (TREA President) will be provided thirty (30) minutes during any District-wide Inservice meeting.

H. SCHOOL BOARD MEETINGS

In accordance with established board meeting procedures, the Association may present items for the Board's consideration. Notice specifying items must be presented to the Superintendent's office five (5) days prior to said meeting, to be placed on the agenda. The Association president will be provided the same board packet materials at the same time board members are provided such. Confidential materials provided for executive session will be excluded.

I. EXCLUSIVE RIGHTS

The rights of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers, and to no other teacher organizations.

ARTICLE 6 RIGHTS OF PROFESSIONAL EMPLOYEES

A. CLASSROOM PERFORMANCES

Evaluation shall be according to District adopted guidelines in accordance with ORS 342.850. A minor technical or minor procedural violation of District guidelines will not be deemed sufficient to cause the substance of an evaluation to be modified or overturned.

B. EVALUATION OF STUDENTS

No grade of a student shall be changed without permission of the teacher (unless the teacher is no longer available in the District) without a hearing before the Board.

C. NON-DISCRIMINATION

1. Teachers shall not be discriminated against by the District or by the Association because of age, race, religion, disability, marital status, gender, sexual orientation, political

affiliation or involvement, national origin, membership or non-membership in the Association, or because of their exercise of other rights under this Agreement.

2. If grievances filed under this section are not resolved at Levels 1 or 2 of the grievance procedure they may not be appealed to arbitration or the Employment Relations Board under ORS 243.650(1g), however, the grievant has access to any other legal recourse.

D. PERSONAL AND ACADEMIC FREEDOM

Within the framework of adopted board policies, academic freedom is an integral part of the educational process. Teachers have the right of presentation, study and investigation of the various areas of learning. Personal opinions, when so stated, and having direct relationship to the subject being taught, are a valid extension of presentations. Individual rights including preferences, expression, and activities, are an essential part of academic freedom, but do not preclude the teachers' responsibility to recognize and present opposing points of view.

E. COMPLAINT PROCEDURE

The District and Association agree that at times, parents, students, and members of the community have concerns that need to be addressed. A complaint shall be an alleged claim not covered by this Agreement made in writing or verbally. A formal complaint will be put in writing and signed by a parent, student, or other member of the community who complained against a specific teacher. Except as specified in 6 below, formal written complaints shall be processed as follows:

1. The District will provide the teacher with a copy of the signed complaint within five (5) working days of the District's receipt of the complaint.
2. The teacher, with the assistance of the immediate supervisor, will attempt to resolve the matter informally. However, if a meeting between the complainant and the teacher is to be held, the supervisor will, prior to the meeting, meet with the teacher and discuss ways of handling the situation. The teacher will be apprised of the supervisor's feeling on the issue.
3. The teacher has the right to representation at any investigatory meeting from which disciplinary action may reasonably result.
4. Complaints which are not discussed within five (5) working days of the receipt of the written complaint (unless postponed by mutual agreement by the District and Association) shall not be used in evaluations or in any disciplinary action.
5. If corrective action includes discipline, such action will be with just cause.

6. For complaints alleging child abuse or sexual misconduct, point two above will not apply. Point one will be held in abeyance while an outside police or DHS investigation is ongoing and the District is required by law enforcement not to notify the teacher.

As most complaints can be handled at the informal level, informal complaints or concerns shall be processed as follows:

1. The administrator will refer students and parents to the teacher as soon as possible, but no later than five days after learning of a complaint or concern.
2. The administrator will follow up with the concern to the teacher via email.
3. The teacher will communicate via phone call, email or meeting with the parent and/or student within 2 business days of learning of the complaint or concern.
4. The teacher will notify the administrator and the parent of the meeting resolution and/or conclusion. In the event the teacher is not able to resolve the concern or complaint and the situation is escalating, ~~he or she~~ **they** will immediately notify the administrator.
5. If not resolved, the teacher or administrator will request a meeting with the parent, student when appropriate, teacher and the administrator to work towards a common resolution.

F. NEWS RELEASES

In no case may teacher discipline, suspension or dismissal become an item of the news media without mutual consent of the teacher and the District, except to the extent required under ORS Chapter 192.

G. WRITTEN NOTICE TO APPEAR

Whenever any licensed employee is required to appear before the Superintendent or School Board concerning any matter which would be made a matter of record or could adversely affect the continuation of the employee in ~~his~~ **their** office, position or employment, or the salary, or any increments pertaining thereto, then ~~s/he~~ **they** shall be given at least 24 hours prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association of ~~his or her~~ **their** choice or legal counsel present to advise ~~him~~ **them** and represent ~~him~~ **them** during such meeting or interview as long as such representative can be available without more than two (2) work days of the originally scheduled date and time of the meeting or if the parties mutually agree to extend the timeline.

H. CRITICISM OF TEACHERS

While acting in their official capacity, supervisors, administrators, and board members will not criticize staff, in the presence of students, other staff, parents, or at official public meetings. Directives reasonably necessary to effect immediate action in situations of student or staff safety will not be considered “criticism” under this article.

I. NOTIFICATON OF ASSIGNMENT

Teachers will be provided their assignments no later than **the** last week prior to the end of the school year. Teachers will be promptly notified of any changes during the summer. If notice of reassignment or transfer is provided after July 1, the District will provide unassigned time as it deems necessary of up to three (3) days or provide payment at the high curriculum rate for an equivalent amount of time.

ARTICLE 7 DISCIPLINE AND DISCHARGE

- A. No teachers in the bargaining unit shall be disciplined without just cause. All basic information forming the basis of disciplinary action will be made available to the teacher and Association at the teacher’s request. Any violation of this provision may be used as the basis of a grievance. This article does not apply to non-renewals or dismissals. Evaluations are subject to grievance only insofar as procedure is concerned. Assignment to and retention of teachers’ extra-duty responsibilities shall not be considered discipline.
- B. Discipline is limited to the following:
1. Oral reprimand.
 2. Written reprimand.
 3. Suspension.
 4. Dismissal or discharge not arising from evaluation.

In the event of an offense of a serious nature, the employee may be suspended with pay immediately from employment while an investigation is being conducted.

ARTICLE 8 GRIEVANCE PROCEDURE

A. DEFINITIONS

1. GRIEVANCE shall mean a claim by a teacher, a group of teachers, or the Association, that there has been a violation of any provision of the contract.

2. AGGRIEVED PERSON is the teacher or teachers or the Association making the claim.
3. PARTY OF INTEREST is anyone involved in the grievance.
4. IMMEDIATE SUPERVISOR is the one who has direct administrative or supervisory responsibilities over the aggrieved in the area of grievance.
5. DAYS as used in this procedure shall mean teacher working days.

B. ADMINISTRATIVE REGULATIONS

1. Time limits: Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum; and every effort shall be made to expedite the process.
 - a. Except for the initial informal discussion, Grievances and decisions shall be in writing. They will be filed within the time limits specified below unless such limits are extended by mutual consent and confirmed in writing.
 - b. When no mutual consent to extend time limits exists, failure to file an appeal within the prescribed time limits constitutes a waiver of further appeal steps.
 - c. When no mutual consent to extend time limits exists, failure by the district to respond in writing to the grievance shall allow such grievance to be appealed to the next step of the procedure.
2. No adverse action of any kind will be taken by the Board, the Association, or by any employee of the District against any party of interest, or any other participant in the grievance procedure because of such participation.
3. Each grievance shall be initiated informally within fifteen (15) days after the occurrence of the cause for the claim or within the fifteen (15) days following the grievant's first knowledge of the cause, whichever is later. Failure to initiate action within these limits will constitute a waiver of the claim.
4. Year-end/Summer Grievance: In the event a grievance is not concluded by the end of the school year, or is filed at such time that it cannot be processed through all the steps of this procedure by the end of the school year, the time limits set forth herein may be modified by mutual consent.
5. All grievances shall be presented and answered in writing except for the informal presentation.

6. Group Grievance: If, in the judgement of the Association, a grievance affects a group or class of teachers, the Association may initiate such grievance at Level Two within the 15 days' time period as designated in Number 3 above.
7. Separate Grievance File: All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of the participants.
8. Meetings and Hearings: Meetings and hearings under this procedure shall be conducted in private and shall include only such parties of interest and their designated or selected representatives, heretofore referred to in this Article.
9. Teacher and Association: Any aggrieved person may be represented at all stages of the grievance procedure by himself **themselves** or, at his **their** option, by a representative of the Association. The Association shall have the right to be present and to state its view at all stages of the grievance procedure.

LEVEL ONE: Informal Meeting with Principal or Immediate Supervisor

The grievant shall meet informally and discuss the problem with his/her **their** principal or immediate supervisor in an attempt to resolve the problem. The principal or immediate supervisor will give his/her **their** answer within ten (10) days. If the employee has identified the matter as a grievance, then the principal or immediate supervisor will give his/her **their** answer to the grievant and the Association in writing within ten (10) days.

LEVEL TWO: Superintendent

Within ten (10) days after receipt of the immediate supervisor's response to the grievant and Association, and if not satisfied with the disposition of the grievance at Level One, the grievant or Association must file an appeal in writing with the Superintendent for it to be subject to Level Two. The written grievance shall include: the specific grounds upon which the grievance is based, the contract clause(s) involved and the remedy requested. Within ten (10) days of said filing, the Superintendent or his designee shall discuss the appeal and render a decision to the Association president and the grievant.

LEVEL THREE: Arbitration

1. Within ten (10) days after receipt of the Superintendent's response to the grievant and the Association of the decision at Level Two, the Association shall have the right to file its notice of intent with the Superintendent, to appeal the grievance to arbitration.
2. Within ten (10) days after such notice of intent, the District and the Association, unless they can mutually agree to an arbitrator, shall request a list of arbitrators from the Employment Relations Board. Upon receipt of such list, the parties shall alternately strike names until only one remains. A flip of a coin shall determine which party strikes the first name.
3. The conduct of the hearing shall then be by the rules and procedures of the American Arbitration Association, provided, however, that the issues in dispute will be submitted to the

arbitrator in a formal submission agreement. Expedited rules of American Arbitration Association may be used by mutual agreement of the parties.

4. The findings of the arbitrator shall be limited to the terms of this Agreement and the arbitrator shall have no authority to amend, modify, alter, add to or subtract from this Agreement.
5. The decision and award of the arbitrator shall be final and binding on the parties.

ARTICLE 9 VACANCIES AND TRANSFERS

A. DEFINITION

1. A vacancy shall be a position(s) which the District in its sole discretion desires to fill by transfer of appointment.
2. An alphabetical list of all members' names with home phone numbers, home addresses, and workplace emails will be provided to the Association no later than September 30th of each year.

B. POSTING OF VACANCIES

When a vacancy occurs in the District staff during the school year, except when a position is eliminated, the position shall be described and posted online five (5) days prior to the time the employer seeks a replacement. In cases of extenuating circumstances, the District may request the Association waive the five (5) day time limit.

C. EMPLOYEE INITIATED TRANSFERS

1. Teachers who desire a chance in grade and/or subject assignment, or who desire to transfer to another building, must file a written statement of such desire with the District office within five (5) working days from the date of posting. Whenever possible, such statement will include the grade and/or subject to which ~~he/she~~ **they** desires to be transferred, in order of preference. Any teacher denied a voluntary transfer will be notified of the reasons in writing upon request of the teacher; however, the assignment shall not be subject to the grievance procedure. The District may fill a position on a temporary basis during the posting process.
2. Bargaining unit members shall be granted an interview for any job for which they are endorsed and for which timely application was made.

D. DISTRICT INITIATED TRANSFERS

Prior to the involuntary transfer of any teacher, the District will seek volunteers and responses by e-mail district wide to the specific positions that are vacant.

Teachers being involuntarily transferred due to reductions in force will be informed of all vacancies known prior to the start of the school year. The reasons for the involuntary transfer shall be given to the teacher affected in writing. When two or more open positions exist, the District will consider teacher preference, geography, licensure and highly qualified status when making the new assignment. The teacher being involuntarily transferred will be given the opportunity to visit the assignment prior to being transferred.

Involuntary transfers will not be for disciplinary reasons. No teacher shall be subject to an involuntary transfer more than two (2) times within any five (5) year period of time.

The employee shall have the right to object in writing to the Superintendent/designee and shall receive a written response within five (5) working days, unless mutually extended by both parties. If the involuntary transfer is due to position elimination, Article 10 will also apply.

1. The specific employee marked for involuntary transfer shall be determined by reverse seniority.
2. If the District desires to transfer someone out of reverse seniority order, the following shall apply:
 - a. This section shall be applied to no more than three positions per year;
 - b. The employee shall be transferred back at the end of the second school year upon request of the employee;
 - c. Employees filling the transferred person's position shall be warned of the possibility of the employee being transferred back;
 - d. This section shall not apply to an employee within two years of retirement that provides notice in writing to the District of their intent to retire.

The Association will be notified of these transfers in writing three (3) days prior to the employee, and the Association agrees to not disclose this until after the employee is scheduled to be notified by the District.

The District recognizes that District initiated transfers are personally disruptive to the staff involved, and will carefully consider the needs of the District and the needs of the employee regarding assignment. When making transfers, the District will consider, but not be limited to, the following criteria:

1. Service to District (seniority)
2. Staff availability and experience
3. Individual's qualifications

4. Instructional requirements
5. Principal's acceptance and/or recommendation
6. Extracurricular duties
7. Cultural needs of the education and District including current curriculum, work environment, team building, et cetera
8. Personal considerations as where their children are educated, where they live, et cetera
9. Staff retention in the District
10. Other District and Employee needs

No teacher shall be subject to a District Initiated Transfer more than once in a five (5) year period except for elimination, relocation or reduction of program or opening or closing of a building.

E. NOTICE OF VACANCIES – SUMMER

During the month of May of each school year, the District shall post in every faculty room, a notice to all licensed staff that if they desire a building change for the following year, a letter requesting transfer should be submitted to the District office no later than the close of school. Such request should include the grade and/or subject to which the teacher desires to be assigned. If openings occur over the summer break period, the District will send to the e-mail address given by the teacher, notification of vacancies for which they have applied and, when possible, afford them an interview.

ARTICLE 10

SENIORITY, REDUCTION IN STAFF AND RECALL

A. DEFINITIONS

SENIORITY: Seniority shall be calculated from the first day of actual service as teachers in Three Rivers School District inclusive of approved leaves of absence (ORS 342.934) from the last date of hire.

1. Ties shall be broken by drawing lots (ORS 342.934).
2. Competence means the ability to teach a subject or grade level based on teaching experience within the last ten years, related to that subject or grade level, TSPC licensure, or educational attainments.
3. Educational attainments means academic degrees attained, number of university credit hours, and/or number of professional development hours, or a combination of all. Courses completed but not taken for credit, will count the same for comparative purposes.

B. REDUCTION NOTICE

If the District is contemplating the lay-off of any employees, it will so notify the Association as soon as the subject matter is scheduled for formal board discussions. Such notice will be in writing and will include the specific positions to be affected (if known at the time), the proposed time schedule, and the reasons for the proposed action; which reasons shall not be grievable. Upon request, and prior to the lay-off, the District will discuss and receive input from the Association regarding the lay-off.

C. SENIORITY LIST TO ASSOCIATION

Upon request by the Association, the Superintendent or designee will provide the Association with a list showing the seniority of each employee contracted by the Board.

D. ORDER OF LAY-OFF

The first priority of the District is to provide for the need of students. The District shall make every reasonable effort to combine teaching positions in a manner which allows teachers to remain qualified. The process for layoff shall be as follows:

1. Lay-off shall be accomplished by notifying in writing the affected employees and the Association. The order of layoff shall be determined by seniority, and then licensure, and then competence/merit.
2. In the rare event the District desires to retain a "teacher" with less seniority than a "teacher" to be laid off, the District must prove that the "teacher" to be retained has more competence than the more senior "teacher," and the more senior "teacher" has less merit as defined below:

Merit as defined in statute shall not apply when determining layoff unless formal disciplinary action has been taken against the employee within the last five (5) years; or unless the employee is failing to make satisfactory progress on a plan of improvement or assistance. The notice shall state that the action constitutes a non-personal lay-off, shall state the effective date of such lay-off, and shall guarantee that upon recall as outlined below the employee shall be restored to all benefits, privileges and status of the contract then in effect with the Association.

If the District determines that the most senior, properly licensed "teacher" will not be retained for a position based on competence considerations, the District will notify the "teacher", in writing. The "teacher" will have 10 days in which to notify the District of his/her **their** willingness to complete the additional training or education to qualify for retention.

E. RECALL PROCEDURE

If, within twenty-seven (27) months of lay-off, a vacancy or vacancies occur within the District, laid-off employees shall be recalled in the inverse order of lay-off to vacancies for which they are qualified, licensed, and competent based on the criteria listed in the definitions section above.

At the time of lay-off, the District shall provide laid-off employees the opportunity to express, in writing, a desire to return to the District. At the time of lay-off, the employee will provide the District with an address to which notices shall be sent. In the event of a recall, the District shall notify an employee of recall by certified return receipt letter, sent to the last address given by an employee to the District office. The employee will have sixteen (16) calendar days from the receipt or such notice to return. In the event of summer recall, the affected teachers shall report the first day of in-service or sixteen (16) calendar days from receipt of notice to return, whichever is greater. Failure of the teacher to respond within the time herein specified shall terminate his/her **their** right to recall.

- F. In the case of District-wide closure, those teachers released will be offered the opportunity to return to their previous position if it still exists, when schools reopen. Teachers whose positions have been eliminated due to budgetary/program adjustments relative to school closure will be subject to the lay-off and recall procedures outlined above.

ARTICLE 11 TEACHING CONDITIONS

A. TEACHING MATERIALS, EQUIPMENT, DUPLICATING FACILITIES AND TEACHER FACILITIES

The District will make every reasonable effort to provide textbooks, reference materials, teaching supplies, duplicating facilities, furniture and equipment, teacher restrooms, faculty rooms and telephones.

B. NON-TEACHING DUTIES

1. Teachers shall not be required to perform non-teaching duties including, but not limited to, collecting for and distribution of milk, supervision of cafeterias, sidewalks, playgrounds, restrooms, bus loading or other non-teaching duties.
2. Following school start-up each year, elementary teachers shall not regularly be assigned recess, bus, and lunchroom duties.
3. Service on committees or teams (e.g., SST and site council) shall be voluntary and each individual shall not exceed an average of three (3) HOURS per month over the course of a school year. Volunteers will be asked for each year unless a process (e.g., Site Council elections) dictates another process. At no time will the District be out of compliance with requirements to have established committees (e.g., Site Councils, Safety Committees, etc.) as required by law.

C. PREPARATION TIME

1. Elementary Teachers: Each teacher shall receive no less than one (1) ~~forty-five~~ **sixty** minute block of continuous, uninterrupted preparation time each day or two (2) thirty (30) minute blocks which shall be teacher directed; and an additional hour of continuous, uninterrupted time each week as determined by the building principal. Such assigned preparation time will be in addition to the lunch period.
2. Middle School Teachers: Each teacher shall receive no less than one (1) forty-five minute block of continuous, uninterrupted preparation time each day and an additional half hour of continuous, uninterrupted preparation time each week as determined by the building principal. Such assigned preparation time will be in addition to the lunch period. In K-8 schools the District may follow this preparation time language or the Elementary preparation time language for middle school bargaining unit members.
3. High School Teachers Except for New Bridge: Teachers in the high schools including New Bridge shall have one (1) class period per day assigned as a preparation period. Such assigned preparation time will be in addition to the lunch period.
4. New Bridge teachers shall have one (1) period per day assigned as a preparation period. Such preparation time will be in addition to the lunch period. In addition, New Bridge teachers shall be provided one (1) thirty (30) minute block of time per week tied to lunch to complete activities assigned such as MDT's, PLC/T's, data collection and student evaluation.
5. Teachers will be offered the option to have their preparation time in one of three options: either before school, after school, or split between before and after school. High School teachers may be offered their preparation time during the student day.
6. The District may, up to ten (10) times each school year and no more than ~~1 (one)~~ **one** **(1)** time each month, schedule teachers' meetings which includes common workdays. Administrators may establish a common workday to accommodate a common need and will set a calendar at the beginning of each semester, but no later than one week prior to the day. ~~A common work day schedule may be scheduled on late start/early release days up to a maximum of one (1) day a week.~~
7. The District will protect preparation time for teachers. Preparation time is time controlled by the teacher to prepare for students at the teacher's discretion.

D. OTHER TEACHERS – DUTY TIME

Other teachers who are not regular classroom teachers shall be provided preparation time to the same extent as classroom teachers.

E. HEALTH AND SAFETY

1. The District will provide a safe and healthful working environment by complying with state and federal workplace safety and health laws. Employees will not be required to work under unsafe or hazardous conditions, as identified by the District.

Employees will be informed as soon as the hazard is identified when they are potentially exposed to contagious diseases, illnesses, or environmental hazards and notified of what action, if any, they need to take to protect themselves.

2. Recognizing the need to keep employees informed of specific information on students that could present a safety problem to student or employees, the District will do the following:
 - a. The District will obtain the files of students who transfer into the District as soon as possible.
 - b. The information gathering, sharing and development of behavioral plans will be implemented as soon as possible after the student registers in the school and is placed in the classroom.
 - c. Teachers will participate in teams that conduct Functional Behavior Assessments and develop Behavior Intervention Plans, and will be responsible for implementing plans in their classrooms.
 - d. Student IEP's, including behavioral goals and required behavioral modifications will be made available to all teachers assigned to teach students eligible for special education under state and federal law.
 - e. Based on the above information, the IEP team will develop strategies for managing any behavioral problems.
 - f. Employees who have a medically fragile child in their classroom will be trained in the appropriate procedures to follow for emergency situations, warning signs, and any other pertinent medical information.
3. Any time a classroom condition exists which, in the teacher's judgement, poses a serious health or safety threat; the teacher shall notify the building principal of such condition. If the problem is not resolved in a timely or satisfactory manner, the employee shall have access to the "Work Environment Concern" form located in the office of each work site. The "Work Environment Concern" form will be turned in to a district designee. A written response to every concern must be returned to the originator of the concern within two weeks and shall delineate the timeline and action the district intends to take.

No reprisals or discrimination shall be taken against any employee who makes disclosures of unsafe or unhealthy working environment.

F. CONSTRUCTION AND MOVING

Employees required to pack classrooms for periods of construction and moving beyond the length of the current contract will be provided one paid day for packing and one additional paid day for unpacking, if requested by the building principal. These days will be paid at the extra duty rate of pay. The District Administration may approve additional time.

G. SUBSTITUTIES

A substitute may be assigned to a different classroom during the preparation period only if a substitute shortage occurs in the District, an emergency occurs, or the substitute has completed the work left by the teacher. The absent teacher will be provided the reasons for the reassignment, if requested.

H. SPECIAL EDUCATION

If a Special Education teacher needs additional time to complete required paperwork or testing in a timely manner, he/she **they** shall contact the building principal. Release time shall be authorized by the building administrator(s) after discussion with the teacher as to the reasons for the need of release time. ~~During the 2016-2017 school year a committee consisting of an equal number of district and association members will be formed by September 15, 2016, to evaluate support for K-21 special education staff and students with a recommendation to bargaining team members no later than December 16, 2016, with the goal of providing consistent support for paperwork across all levels based on caseload.~~

All Special Education teachers servicing students in more than one building will not be required to serve on any building level committees and will have a consistent schedule.

I. DUAL CURRICULUM CLASSROOMS

Dual curriculum classrooms are those classrooms where more than one grade level of curriculum is being taught. For example, a teacher may be assigned a 3/4 classroom, instructing both 3rd and 4th grade students. Teachers may use their professional judgement to blend core instruction. Additional planning time will be allocated up to a maximum of twenty-four (24) hours for those teachers assigned to teach two grade levels at the elementary level. If a teacher teaching a dual curriculum classroom needs additional planning time, he/she **they** shall contact the building principal. Additional time shall be authorized by the building administrator(s) after discussion with the teacher.

The size of a class should be limited to the number of students a teacher can reasonably and effectively be expected to teach in an ~~eight (8)~~ **work day** hour day. The parties agree to set a plan to establish class size limits and will jointly lobby for funding for class size reductions.

ARTICLE 12

CLASS COVERAGE

- A. With approval of the principal, teachers may cover classes by mutual consent. No compensatory time or extra compensation shall be paid in such instances. If, however, a teacher is required by the principal to cover for another teacher, the District shall pay a pro-rata per diem of the substituting teacher's salary for the time spent covering the classes.
- B. Elementary/Middle Schools:
 - i. When a teacher provides a half day or less of coverage, or only covers half a class, the District shall pay that teacher two (2) hours of pay at the teacher's current hourly rate to compensate them for additional planning time to not only plan for the additional students; but also the additional planning that may be necessary to adjust plans for the existing classroom.
 - ii. When a teacher provides over a half day of coverage or covers for the entire day, the District shall pay that teacher four (4) hours of pay at the teacher's current hourly rate to compensate them for additional planning time to not only plan for the additional students; but also the additional planning that may be necessary to adjust plans for the existing classroom.

Part-time licensed staff may accept substituting beyond their contracted day. Instead of being compensated at their regular hourly rate, they will be compensated at the regular rate of substitute pay. This shall not apply for substituting that occurs just during preparation time.

ARTICLE 13

STUDENT DISCIPLINE

- A. At the start of each school year, teachers shall receive a copy of the District's Student Rights and Responsibilities Handbook and a copy of the discipline matrix (large enough to post in the classroom) will also be provided. Pupil discipline will be administered in accordance with the District Student Rights and Responsibilities Handbook and discipline matrix.
- B. If the District proposes to change these policies and procedures, and/or discipline matrix, it will inform the Association so that the Association can provide input on proposed changes, unless the change required is required by law.
- C. Disruptive Students

When, in the judgement of a teacher, a student is, by his/her **their** behavior seriously disrupting the instructional program to the detriment of other students, the teacher may temporarily remove the student from class and refer him/her **them** to the principal or designee. The student shall not be returned to that class or room for the remainder of the period and not without a consultation between the teacher and the building principal or his/her **their** designated representative.

At all other times, the teacher will be given timely notice of what action, if any, was taken. Such notice will be given prior to the student's return to the classroom unless extenuating circumstances make such notice impractical.

ARTICLE 14 CALENDAR

- A. The annual school calendar shall be one hundred and ninety (190) work days, **for the 2020-21 school year, one hundred and seventy three (173) work days**, including up to one hundred eighty (180) days taught, in a twelve (12) month period, except as may be specifically exceeded by individual teacher contract extension during the twelve month period.
- B. In the event of a situation beyond the reasonable control of the District which required the closing of one or more of all of the schools, adjustments may be made at the discretion of the Board, to provide from one hundred and ninety (190) **one hundred and seventy three (173)** work days during the twelve (12) month period with no additional pay in excess of the teachers' yearly contracted salary.
- C. The work year for all teachers in the District except New Bridge High School shall consist of the following:
- 190 **173** contract days:
- 176 **147** student contact days **with 9 hours per day**
 - 5 **14** In-service/staff development days **with 8 hours per day**
 - 4 Clerical days **of 8 hours per day** with at least one at the end of each grading period
 - 5 paid holidays – Labor Day, Veteran's Day, Thanksgiving, President's Day, and Memorial Day
- D. The work year for teachers at New Bridge High School shall consist of the following:
- 226 contract days:
- Up to 215 student contact days
 - 5 in-service/staff development days
 - Release time for 8 half clerical days at the end of each grading period, which will total thirty two (32) hours by the end of the year
 - 6 paid holidays – Labor Day, Veteran's Day, Thanksgiving, President's Day, Memorial Day, and Fourth of July

The calendar must meet operation of OYA; however it will include the identification of how breaks will be scheduled so that staff can plan for vacations with breaks consisting of at least 5-days of non-work days up to the ten (10) days allowed by the OYA contract. All additional days of the contract above the 206 days that existed previously will be paid at the per diem rate of pay for the regularly assigned teacher's rate of pay from the annual salary schedule of the current school year.

Teachers assigned to the New Bridge for the 2015-2016 school year may apply for a transfer to a position that is assigned a 190-day contract for the 2016-17 school year if they do not want to work the extended contract. The District will grant transfers if a vacancy exists where the requesting teacher can be properly assigned.

- E. Clerical days may be worked off-site at employee discretion. All deadlines and responsibilities must be met, **grades posted by 12:00 AM of the next working student contact day**. In the event a teacher fails to meet the deadlines established by the district or building principal, the teacher will work the remaining clerical days on-site for the remainder of the school year. Check out at the end of the school year needs to be done in person arranged with the building principal.
- F. Teacher input is encouraged and solicited by the District in developing a school **student** calendar. At least ten (10) days before the Superintendent presents a recommended calendar to the Board for approval, he will first send a copy to the Association president and give the Association an opportunity to meet with him to present to him and discuss any changes. **The district will notify the TREA leadership team as soon as possible if there is a possibility of cutting days due to a reduction in the State School Fund and the number of projected days cut will be identified on the Student Calendar.**

Teacher attendance shall not be required on those days whenever student attendance is not required due to inclement weather, acts of God, or equipment failure.

Teacher attendance shall not be required at New Bridge High School on those days whenever student attendance is not required in the Grants Pass School District #7 due to inclement weather, acts of God, or equipment failure. However, if a teacher wishes to work that day they will be provided equal compensatory time to be used at any time during the remainder of the school year, or reimbursed an additional say of salary at their per diem rate.

- G. If **two or more student contact days are cancelled or the** total student contact time falls below the state required minimum due to closures for inclement weather, acts of God, or equipment failure, make-up **instructional** days may be **on Monday through Thursday if changes to the calendar are made** scheduled **to change the calendar**.
- H. **Administrators shall protect teacher time during the first week of reporting for the year. Admin will provide no less than 20 hours in a five day inservice week, 16 hours in a four day inservice week, to be teacher directed planning.**
- I. **Weekly student contact minutes will not exceed the weekly student contact minutes of the 2019-2020 school year. The parties agree to bargain prior to any daily student contact minute increase occurring.**

ARTICLE 15 WORK SCHEDULE

A. The normal school day for a teacher shall be eight (8) hours' time on school premises and/or approved school business. **The entire school district will move to a four-day teaching schedule as of the 2020-2021 school year, except New Bridge High School. Teachers will be on a two-week schedule to cover 80 work hours. Teachers will have an average of 3.75 hours per work Friday each semester. Teachers will have no less than 3.75 hours per month of teacher directed time on work Fridays.** The day will normally commence fifteen (15) to thirty (30) minutes before classes begin at teacher discretion and end when eight (8) **work day** hours are completed. Teachers have professional discretion regarding their work day. Professional obligations such as IEP meetings, parent meetings, and other professional responsibilities will be met within the regular work day. Included in the foregoing eight (8) **work day** hours, a one-half (1/2) hour duty-free lunch period shall be scheduled. Teachers working less than two-thirds (2/3) of a day may be provided a duty-free lunch period which, if provided, shall be in addition to their regular assigned duty time.

B. It is recognized that in certain instances such as for District meetings, parent conferences, PTA/PTG meetings, and open house, teacher attendance may be necessary outside of the regularly scheduled eight (8) **work** hour day, but not more than an average of three times per semester. Teachers are encouraged, but not obligated, to attend student programs. The administration shall be reasonable in the expectancy of teacher participation outside the normal workday, and in the length and frequency of such, and shall provide adequate notice prior to making such requests.

If requested by administration and accepted by a teacher, and such time extensions that average more than two hours per month, such excess time shall be paid in paychecks on a pro-rated per diem basis three times per year (December, March, and June) or in trade time.

C. Teachers shall adhere to the daily schedule and shall make no commitments which will preclude their being present in their assigned responsibilities. Requests for exceptions must be submitted to the principal prior to the anticipated teacher absence and/or late arrival or early departure. Salary deductions will be made on a per diem basis, or a pro-rata share thereof, of unapproved absence, late arrival or early departure. Except during their duty-free lunch period, the teachers shall not leave the buildings to which they are assigned during class or preparation periods without the consent of the building principal. **Teachers shall not be required to provide instruction/supervision on Fridays.**

D. Teachers shall adhere to the daily schedule and shall make no commitments which will preclude their being present in their assigned responsibilities. Requests for exceptions must be approved by the principal prior to the anticipated teacher absence and/or late arrival or early departure.

ARTICLE 16

PERSONNEL FILES

- A. Each teacher shall have the right, upon request, to review the contents of his **their** official personnel file at the district office. A representative of the Association may, at the teacher's request, accompany the teacher in this review.
- B. No material derogatory to the teacher's conduct, service, character, or personality will be placed in the personnel file unless the teacher has had an opportunity to review such material and an opportunity to affix his **their** signature within thirty (30) days of the incident or evaluation.
- C. Copies of annual contracts of the teacher shall be available for inspection by the teacher.
- D. The teacher may respond in writing to any item placed in his **their** personnel file, and said response shall become a part of said file.

ARTICLE 17

LEAVES OF ABSENCE

All leave balances will be allocated in hours equal to a teacher's FTE percentage and hours will be deducted from the balance according to the number of schedule hours absent.

A. PAID LEAVES OF ABSENCE

1. Sick Leave

- a. All sick leaves allocated under SB454 **the Oregon Sick Time Law** and ORS 332.507 will run concurrently.
- b. The District will allow each teacher ten (10) days sick leave paid at the daily rate each year for absence from the job because of personal illness, disabling injury, or illness of a covered family member **to care for yourself or your family member with a mental or physical illness, injury, or health condition, need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition, or need for preventative medical care, or any other reason set forth in the Oregon Sick Time Law including injury, medical diagnosis, and preventative care.** Teachers working at New Bridge High School on the 226 day contract shall receive twelve (12) days of sick leave per year at the beginning of each school year.

- c. Sick leave may be taken for your own illness, injury or health condition, including the need for medical diagnosis, care or treatment of your own illness, injury or health condition. This includes preventative medical care such as annual exams, screenings such as mammograms, colonoscopies, etc.
- d. **c.** Sick leave may be taken to care for a covered family member's illness, injury or health condition, including the need for medical diagnosis, care or treatment of your own illness, injury or health condition. This includes preventative medical care such as annual exams, screenings such as mammograms, colonoscopies, etc. Covered family members include your spouse, Oregon registered same-sex domestic partner, child, child of your Oregon registered same-sex domestic partner, parent, parent-in-law, and parent of your Oregon registered same-sex domestic partner, grandparent, or grandchild.
- e. OFLA reasons: For any reason covered by the Oregon Family Leave Act (OFLA). This includes your own serious health condition (but not workers' compensation leave, unless you refuse a suitable offer of modified duty); a covered family member's serious health condition; parental leave (care for your newborn, recently adopted or newly placed foster child within 12 months of the date of birth or placement); "sick child" leave (under 18 or adult disabled dependent child who has an illness, injury or condition that is not a serious health condition but requires home care); or bereavement leave (limited to a maximum of two weeks per family member, per 12-month period, and must be taken within 60 days of learning of the death).
- f. **d.** Domestic violence, harassment, sexual assault, or stalking: Time off to address a situation in which you, your child (under 18 or adult disabled dependent), or someone for whom you are a guardian is the victim of domestic violence, harassment that is criminal under Oregon state law, sexual assault, or stalking.
- g. **e.** Public health emergency: Closure of our business, or of your child's school or care provider due to a public health emergency; decision by a public health official or health care provider that the presence of you or your covered family member in the community would jeopardize the health of others; or when a law or regulation requires us to exclude you from the workplace for health reasons.
- h. **f.** Sick leave days may be accumulated by probationary and contract teachers only if not used in the year for which granted. Total sick leave which can be accumulated by any teacher under this Agreement for sick leave shall be unlimited.
- i. **g.** As provided by statute, the District will permit an experienced teacher to transfer, at full credit, unused sick leave accumulated in another Oregon district.

- j. **h.** Teachers whose absence for illness or injury extends beyond the period of accumulated sick leave shall have their pay reduced at the rate of the daily rate of pay for each teaching day of such additional absence, **if unpaid leave is granted.**
- k. **i.** A teacher returning from any illness of more than five (5) consecutive school days, whether or not sick leave benefits have been paid, may be required by the District to furnish a medical doctor's certificate of health prior to returning to work, in order to safeguard the teacher's health and the health of students and fellow employees.
- l. **i.** All sick leave benefits shall terminate and/or be forfeited upon the effective date of termination of employment for any reason except retirement where benefits are established by 1973 legislation. Pursuant to Chapter 646, Oregon Laws 1973 (Senate Bill 622), the District shall request that the Public Employees Retirement Board add to the gross amount of salary used in determining "final average salary," as defined in ~~ORS 237.003 (12)~~ **ORS 238.350 (9)** for utilization in determining total retirement allowance, the monetary value of one-half (1/2) of the unused accumulated sick leave of each teacher of the District retiring on or after July 1, 1974.
- m. ~~Pregnancy: Normal Pregnancy disability shall be defined as work disability caused by normal childbirth. Normal pregnancy disability shall be eligible for accumulated sick leave benefits.~~
- n. **k.** Oregon Worker's Compensation Leave: Any absence from work while temporarily disabled by reason of a compensable industrial accident or disease shall be counted as sick leave unless the employee elects in writing not to be so paid. Payment will be based on the difference between the employee's temporary disability benefits and his/her **their** regular salary. The employee will be charged fractional sick leave to the nearest half hour, according to the fraction of his/her **their** daily salary so paid.
- o. **i.** All calculations are to be done on the teacher's gross contracted daily wage.
- p. **m.** Notification of Accumulated Sick Leave: Each teacher shall have printed on their monthly check stub an accounting of their sick leave.

2. Sick Leave Bank

- a. The District and the Association will establish and manage a paid sick leave bank for bargaining unit members. The purpose of the sick leave bank shall be to

extend to those employees additional paid leave hours should a serious illness or injury exhaust the bargaining unit member's accumulated sick leave.

- b. Bargaining unit member's participation in the sick leave bank shall be voluntary.
- c. For those bargaining unit members who have joined the Sick Leave Bank, up to one (1) day of sick leave shall be transferred to the bank each October. Requests for contributions of sick leave hours will be sent to all bargaining unit members when necessary. The maximum annual contribution of sick leave to the bank by any bargaining unit member shall be one (1) day.
- d. Donation of sick leave must be sick leave time, and must be donated in 1 day increments.
- e. All sick leave hours contributed to the sick leave bank shall be deducted by the District from the time of contribution. 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 employee.
- f. Sick Leave Bank hours shall only be used by bargaining unit members who have a doctor's opinion stating they are unable to perform their assigned responsibilities due to a serious illness, injury, or other reason acceptable under OFLA/FMLA.

If a request is made under extenuating circumstances, the request may be reviewed by the District representative and Association representative resulting in additional leave being granted.

- g. A representative from the Association and the District shall work together to accomplish the following:
 - 1. Award or deny a bargaining unit members' request for leave from the Sick Leave Bank; and
 - 2. Terminate the use of sick leave from the Sick Leave Bank for a bargaining unit member when he/she **they** exhausts benefits, becomes ineligible, or "misuse" benefits from the Bank.
- h. An employee who has been denied access to the Sick Leave Bank may appeal the decision to a committee made up of three (3) District representatives and three (3) bargaining unit members. The committee shall use a consensus-based decision making model when reviewing all Sick Leave Bank decision in dispute or appealed.

- i. An employee must exhaust all of his/her **their** paid leave prior to accessing the Sick Leave Bank and not be collecting workers' compensation or long-term disability benefits in order to be eligible for leave from the Sick Leave Bank.
- j. Leave from the Sick Leave Bank will be allocated in twenty (20) day increments. No one shall be granted more than sixty days in one year from the Bank. If an employee does not use all of the days granted by the Sick Leave Bank, the unused sick leave days will be returned to the Bank. In extenuating circumstances, this may be reviewed by a representative from the District and a representative from the Association to mutually agree upon any additional days beyond sixty days per year.
- k. Any unused Sick Leave Bank days at the end of the work year shall be carried over to the next work year. An annual account balance shall be provided to the Association.
- l. If the Sick Leave Bank becomes depleted, the District will contact the Association and discuss whether additional days should be solicited.

3. Personal Leave

- a. Personal leave shall be allowed up to three (3) per school year, usable in not less than one-half (1/2) day portions. The three (3) days shall not be deducted from sick leave, and are not accumulative.
 - 1. ~~Two (2) days shall be fully paid by the district under the following conditions:~~
 - a. ~~In requesting personal leave, the teacher need only state the nature of the matter to be taken care of (medical, legal, family, family illness, etc.)~~
 - b. ~~Personal leave under this sub-section shall not be used as recreation or vacation leave, to extend a vacation period, for Association business, or to serve as a litigant or witness against the District, or for personal illness if the teacher has accrued sick leave.~~
 - 2. ~~The remaining day shall be of the member's choice, and will also be fully paid by the District. This day is entirely discretionary with the member as to the reason for taking such leave. No reason need be given the District only that such leave is being taken under this subsection.~~
 - a. ~~Personal leave under this sub-section shall not be used for Association business, or to serve as a litigant or witness against~~

~~the District, or for personal illness if the teacher has accrued sick leave.~~

3. **1.** Personal leave should be approved at least five (5) days in advance whenever such prior approval is feasible. Leaves for involuntary absences occasioned by personal business of an emergency nature should be applied for within five (5) days upon return to service. Leave requests shall be submitted on an approved form.
 - a. The teacher shall submit to the principal complete lesson plans, seating charts and grade books or any other items necessary for the effective conduct of the class, as a prerequisite for granting the leave.

2. Unused personal days shall be paid in the July check. Personal days shall not accrue from year to year. End of year balances will be paid at the following rate:

- b. 3 Days = \$250.00**
- c. 2 Days = \$150.00**
- d. 1 Day = \$50.00**

4. Bereavement Leave

- a. The District shall grant leave with pay not to exceed three (3) days per school year to teachers for the death of a member of the immediate family if the funeral is in Oregon. Said leave shall commence upon request of the teacher. Immediate family shall be interpreted to mean teacher's mother, father, spouse, son, daughter, sister, brother, mother-in-law, father-in-law, or grandparent. Two additional days shall be granted if the funeral occurs outside the state of Oregon. In the event emergency conditions arise, an extension of this leave shall be determined upon individual circumstances by the Superintendent. Additional bereavement leave may be available provided the employee meets the requirements set forth by the Oregon Family Leave Act.
- b. Bereavement leave shall not be accumulated from year to year.
- c. Bereavement leave (limited to a maximum of two weeks per family member, per 12-month period, and must be taken within 60 days of learning of the death).**

5. Jury Duty Leave

When an employee is required to appear in court for jury duty, his regular pay will continue. However, he shall have deducted from his pay an amount equal to the pay he

receives from the court as a jurymen for each day he is absent from school. The foregoing does not apply to court reimbursement for expenses. **When an employee is required to appear in court for jury duty, their regular pay will continue. However, the employee shall have deducted from their pay an amount equal to the pay received from the court for serving as a jury person for each day they are absent from work. The foregoing does not include court reimbursement expenses. The employee shall return to work if they are excused from jury duty and can reasonably be expected to return by mid-point of their regularly scheduled shift, but in no case will the employee have to serve jury duty and work for the District more than a combination of eight (8) or nine (9) hours in any one day, including travel time.**

6. Court Appearances Leave

Leave with pay shall be granted when an employee is subpoenaed to appear in court for actions related to school district matters in which the employee is a party, except when the employee is a litigant against the District or is subpoenaed by the Association.

7. Professional Leave

Teachers may be granted three (3) days leave during the school year without loss of pay to visit schools or to attend professional meetings and educational conferences. This leave may be granted if the requests are presented in writing in advance to the building principal. When the district requests such attendance at a meeting, the District will reimburse certain expenses of attendance. Those reimbursable expenses are for the cost of transportation, registration, food, and when necessary, lodging.

8. Good Cause

Other leaves of absence with pay may be granted by the District.

9. Family **Medical** Leave Act/**Oregon Family Medical Leave Act**

The District will comply with the provisions of the state and federal leave acts, **and Three Rivers School Board Policy**, using a 12-month rolling calendar. **Time designated as FMLA, OFLA, or both is job-protected leave for up to 12 weeks in a rolling calendar year. FMLA/OFLA is unpaid; however, paid leave may run concurrently with time designated as FMLA/OFLA. Complying with the provisions includes adhering to leave type reasons as defined by FMLA/OFLA (parental leave {care for newborn, recently adopted or newly placed foster child within 12 months of the date of birth or placement}, serious health condition, pregnancy disability leave, sick child leave, military family leave and bereavement leave), current definition of "family member" and "child," and any other relevant rules and regulations surrounding FMLA/OFLA leave.**

10. Trade Time

Trade time may be earned as noted under Article 15; and when earned will be earned as straight time for time. Trade time may be accumulated up to eight (8) **nine (9)** hours; and may be used during non-student contact times should a teacher like to arrive late or leave early. Accrual and the use of trade time are to be approved by a building administrator in advance. Trade time will not carry over from school year to school year.

B. UNPAID LEAVE

1. Association Leave

A leave of absence of up to two (2) years shall be granted to any teacher upon application, for the purpose of serving as an officer of the Association or its state and national affiliates.

2. Political Leave

A leave of absence not to exceed two (2) years shall be granted to any teacher, upon application, for the purpose of campaigning for, or serving in, a public office. This shall not be interpreted as leave to campaign for another individual.

3. Maternity Leave

~~A pregnant teacher shall be granted maternity leave, which will be unpaid unless otherwise stated. Maternity leave shall commence and teaching shall resume upon determination of the teacher's attending physician, provided that the teacher must be able to perform all normal duties as prescribed by the building principal.~~

4. **3.** Leave Without Pay

- a. A teacher may be granted leave without pay upon approval by the principal and submitting a request in writing to the Superintendent or designee. For each absence on such approved leave, the employee's salary will be reduced by the daily rate of pay.
- b. After three (3) years of continuous service, an unpaid leave of absence, not to exceed one (1) year may be granted by the District upon written application by the teacher specifying the use of the leave.

5. **4.** Extensions and Renewals

All extensions, renewals and applications for leave shall be applied for in writing.

6. 5. Return to Service

All benefits to which a teacher was entitled at the time his their leave of absence commenced, including length of service in the District, unused accumulated sick leave, and credits toward sabbatical eligibility, shall be restored to him them upon his their return as fully as if he they had never taken said leave; and he they shall be assigned to a position for which he they is are qualified. However, there shall be no accumulation during the period of leave.

C. SABBATICAL LEAVE

1. A teacher who has completed at least seven (7) years of continuous service in the District shall be eligible for sabbatical leave for a planned academic program not to exceed one (1) year at an annual salary of no less than one-half (1/2) of the teacher's current annual salary. Current annual salary means that salary the teacher would normally receive in the year the leave is to be in effect.
2. Application for sabbatical leave shall be made to the Superintendent by February 1 of the school year preceding the year in which the leave is to be effective. The granting of sabbatical leave shall be at the discretion of the Board.
3. A teacher on sabbatical leave shall not forfeit any of his their privileges under the retirement law, insurance benefits, salary increment or sick leave to which he they would be entitled if in continuous service. Regular payroll deductions for state and federal taxes, etc., shall be made from the salary granted the employee. If the teacher is a member of the Public Employees Retirement System, the District will continue making payments as called for under this Agreement. The name of the person on sabbatical leave will be retained on the District payroll, and the absentee shall keep the District clerk advised as to where the monthly checks are to be forwarded.
4. The applying for and acceptance of sabbatical leave constitutes an agreement between the teacher and the District that upon return from sabbatical leave the teacher will service at least two (2) years in the District. A teacher who does not abide by the terms of this Agreement shall repay the District the amount of salary and fringe benefits received while on leave. A teacher may be released from such repayment if his their failure to fulfill the Agreement is due to his their illness, disability, death, or dismissal by the Board.
5. Upon return from sabbatical leave, the teacher shall be reassigned to a position for which he they is are qualified in the District unless otherwise mutually agreed arrangements have been made between the teacher and the District.
6. The District may approve such leave for up to four (4) licensed staff in any one school year.

ARTICLE 18 CONTRACTED SERVICES

- A. The Board shall not enter into a contract to provide teaching from any organization other than TREA/SOBC. The Board has the unrestricted right to contract for services of professional organizations, societies, or consultants related to the instructional programs, and to institute new or innovative programs.
- B. Any extra duty vacancies will first be posted within the building where the opening exists **online**. If the position is not filled from those available applicants, the positions shall be posted in the other schools within the District. If the position is not filled with a district employee, the District may post the position to the community at large.

~~The above postings will take place according to the following schedule:~~

- ~~_____~~
- ~~_____ Fall Sports — by letter to staff prior to start of school.~~
- ~~_____~~
- ~~_____ Winter Sports — by December 1.~~
- ~~_____ Spring Sports — by March 1.~~

~~These posting requirements do not apply to cancellations or added positions.~~

Any violations or problems with this procedure will be referred to the Labor Management Committee.

- C. The Board shall issue to all teachers who have compensated extra duty assignments, separate contracts for their extra duty assignments stating the extra duty, minimum requirements for the job that is to be done, and the compensation(s) therefore during the first month of the school year, or as soon as practical each year. Compensated extra duties shall be assigned on a year-to-year basis and are not subject to tenure. The Board reserves the right for the Superintendent or his designee, at any time, to modify, alter or revoke any or all extra duty and the corresponding compensation, for just cause, subject to a review of his **their** action at the next regular meeting of the Board. Such decisions shall not be subject to the grievance procedure.

ARTICLE 19 PUPIL TRANSPORTATION AND REIMBURSEMENT FOR TRAVEL EXPENSE

A. PUPIL TRANSPORTATION

Teachers shall not be required to drive students to activities which take place away from the school building. A teacher may do so voluntarily, however, with the advance written approval of his **their** principal or immediate supervisor. Any teacher (i.e., Vocational Agriculture) who is required by the District to have special licensing for driving special vehicles for the transportation of students shall have both the license and/or the physical examination required for such license costs reimbursed by the District.

B. USE OF PERSONAL AUTOMOBILE

All use of personal automobiles by teachers for District activities must be authorized in advance by the teacher's building principal or immediate supervisor.

C. COMPENSATION

A car allowance for authorized use of personal automobiles shall be paid by the District at the current Internal Revenue Service tax deduction rate per mile or at a rate determined by the Board, whichever is higher.

D. INSURANCE

By the beginning of the school year, the Board shall arrange for and maintain appropriate insurance to cover all damages, losses and expenses incurred by a teacher against whom any action shall be brought for any act arising out of the authorized use of his **their** own automobile and/or District vehicle in the performance of school duties.

ARTICLE 20 DUES AND PAYROLL DEDUCTION

A. DUES DEDUCTION AND TRANSMITTAL

1. The Association shall forward to the District office on or before October 1 of each year, a list of those persons who are members of the United Teaching Profession for the ensuing year. Pursuant to such authorization, for the months of October through June, the District shall deduct in eleven (11) equal monthly installments, an amount equal to the TREA/OEA/NEA dues (figure to be provided by the Association). Deductions for teachers who join the Association after the commencement of the school year shall be appropriately prorated, so that payments will be completed by the following July. Authorization for dues deductions shall continue in effect from year to year unless revoked in writing to the Association between August 1 and October 1 of any year by the member.

2. The Association and teachers agree to hold the District harmless against any and all claims, suits, orders, or judgments brought against the District as a result of the provisions of 1 above, provided further that no District forms shall be required by the District for dues deduction authorization.
3. Monthly remittance due to the Association shall be forwarded in the following manner: state and national dues will be forwarded to the Association office at 2495 So. Pacific Hwy, Medford, Oregon 97501 within ten (10) days after the last day of each month. The check(s) shall be made out to the Oregon Education Association. Local Association dues will be forwarded to the designated treasurer within ten (10) days after the last day of each month.
4. The District further agrees to fill out the Payroll Deduction Transmittal Form, to be supplied by the Association each month which shall accompany each remittance. Such information will include a financial summary as well as the detailed adjustments such as additions or terminations each month.
5. The District shall provide the Association with a list of all licensed employees covered under this Agreement by September 15 of each year and further agrees to notify the Association within ten (10) days of termination of an employee or the hiring of an employee.
6. All correspondence in accordance with this article shall be addressed to the Association as 2495 So. Pacific Hwy., Medford, Oregon 97501.

B. PAYROLL DEDUCTION

1. The District participates in a number of voluntary deductions that are available to all employees. By October 5 of each year, the District shall provide each employee with a list of the approved deductions. Any new voluntary deductions will be jointly approved by the Association and the District, and subject to Board approval if necessary. Teachers shall have until October 12 to return the above list indicating the deductions they desire made for that school year. Changes in the above may be made in any month of the school year, with the District shall provide each teacher with a form, upon request, authorizing needed changes. However, no changes shall be made in dues to the Association except as provided in A. above.
2. All payments deducted from salaries shall be delivered to the appropriate company/agency by the tenth (10th) working day of each month.
3. The District, upon original authorization of the teacher, shall deduct from the salary of any teacher and make proper remittance for any other plans or programs jointly

approved by the Association and the Board. Current deductions will be posted monthly on individual employee check stubs.

4. Teacher's payroll checks shall itemize all sources of pay and payroll deductions to the limits of the District's computer.

ARTICLE 21 INSURANCE

- A. The District agrees to provide access to medical/pharmaceutical, dental, long term disability and vision care insurance for each employee. These provisions apply to both active and qualified retired employees.

~~Effective July 1, 2017, the District will increase its insurance contributions by \$15 per employee per month and apply that increase proportionately to the 2016-2017 District Insurance Contributions.~~

~~Effective July 1, 2018, the District will increase its insurance contribution by \$25 per employee per month and apply that increase proportionately to the 2017-2018 District Insurance Contributions using the same proportions used to establish the 2017-2018 District Insurance Contributions. An additional \$5 per employee per month may be applied beginning July 1 provide the Association works collaboratively with the District to reduce the experience rate to an average of 85%, based on the time period of the time the contract is ratified and approved through June 30, 2018. In addition, the Association will encourage its membership to increase its participation in District sponsored wellness activities.~~

~~In an effort to encourage the Association in the effort to reduce its health insurance experience rate; the District will contribute \$10 per month for those active licensed staff members who enroll in the **Active&Fit® Gym Membership Program** through PacificSource Health Plans beginning January 1, 2018 to support access to exercise at gyms and facilities across the country. If corporate accounts are available for Club Northwest and Planet Fitness, the District will contribute \$10 per month for active licensed staff members who have accounts there as well. This benefit is available to active licensed employees only; retirees are exempt from this benefit.~~

~~Effective July 1, 2019, the District will increase its insurance contribution by \$15 per employee per month and apply that increase proportionately to the 2018-2019 District Insurance Contributions. If the State School Fund for the next biennium is allocated at \$8.7 billion dollars, the District and Association will have a single item reopener on insurance to negotiate up to an additional \$35 per employee per month.~~

Effective July 1, 2020, the District will increase its insurance contribution by an average of \$40 per employee and apply that increase proportionately to the 2019-20 District Insurance Contributions.

Effective July 1, 2021, the District will increase its insurance contribution by an average of \$45 per employee and apply that increase proportionately to the 2020-21 District Insurance Contributions.

Effective July 1, 2022, the District will increase its insurance contribution by an average of \$55 per employee and apply that increase proportionately to the 2021-22 District Insurance Contributions.

In addition, the Association will encourage its membership to increase its participation in District sponsored wellness activities.

In an effort to encourage the Association in the effort to reduce its health insurance experience rate; the District will contribute \$10 per month for those active licensed staff members who enroll in the **Active&Fit® Gym Membership Program** through PacificSource Health Plans **Cigna Health Plans** beginning January 1, 2018 **July 1, 2020** to support access to exercise at gyms and facilities across the country. If corporate accounts are available for Club Northwest and Planet Fitness, the District will contribute \$10 per month for active licensed staff members who have accounts there as well. This benefit is available to active licensed employees only; retirees are exempt from this benefit.

2016-2017 District Insurance Contributions

Employee Only \$475.00
Employee/Spouse \$1060.00
Employee/Children \$885.00
Family \$1420.00

2017-2018 District Insurance Contributions

Employee Only \$481.88
Employee/Spouse \$1075.36
Employee/Children \$897.83
Family \$1440.58

***2018-2019 District Insurance Contributions**

Employee Only \$493.52
Employee/Spouse \$1101.34
Employee/Children \$919.51
Family \$1475.38

***2019-2020 District Insurance Contributions**

Employee Only \$505.44

Employee/Spouse \$1127.94
Employee/Children \$941.72
Family \$1511.01

*Subject to change

Effective October of Each Year:

2020-2021 District Insurance Contributions

Employee Only \$527.57
Employee/Spouse \$1,158.40
Employee/Children \$969.26
Family \$1,545.90

2021-2022 District Insurance Contributions

Employee Only \$539.14
Employee/Spouse \$1,183.81
Employee/Children \$990.51
Family \$1,579.80

2022-2023 District Insurance Contributions

Employee Only \$550.71
Employee/Spouse \$1,209.21
Employee/Children \$1,011.77
Family \$1,613.70

- B. Retirees and active employees will be billed on a tiered rate.
- C. The choice and type of insurance and selection of insurance carriers will be made by TREA/SOBC. The TREA/SOBC agrees to consult with the District prior to making a decision. The decision will be made as soon as possible after all plans and prices have been provided to the TREA/SOBC representatives on the insurance committee, but no later than forty-five (45) days after presentation of initial insurance quotes. Multiple bids will be solicited from different insurance companies. It is further understood that the District's insurance broker will be allowed to communicate directly with the TREA/SOBC designated insurance representative.
- D. The District shall provide each employee with a copy of the schedule of benefits for the program in which the employee is enrolled.
- E. ~~All coverage exclusions must be listed with full disclosure to all bargaining unit members. Any issues of contention shall be settled within 45 days.~~
- F. **E.** Temporary teachers shall not be eligible for insurance coverage until the first of the month following sixty (60) days of continuous employment.

- G. **F.** The District will provide a section 125 plan at no cost to the employees.

ARTICLE 22

FAIR SHARE AGREEMENT MEMBERSHIP DUES

- A. The District shall deduct an amount equal to the total dues paid by members of the Association in eleven equal installments from the pay of each teacher who is not a member of the Association, beginning with the paycheck of October, as a fair share fee commensurate with the cost to the Association of collective bargaining and contract administration. **The District agrees to provide the Association membership specialist a list of current bargaining unit members as requested. In addition, the District agrees to notify the Association of bargaining unit members who have joined or left the bargaining unit due to changes in employment status within fourteen (14) calendar days of the change.**
- B. Any teacher who has not requested payroll deduction of Association dues or who has not certified to the District that he has paid his dues directly to the Association shall be subject to the provisions of this article with such exemptions as are provided by law. Such request for payroll deduction or certification of direct payment of dues shall be made by the fifteenth (15th) day of September. **Prior to the first dues deduction of the school year, and then for any employee who becomes a member of the Association after the start of the school year, the Association shall notify the District of bargaining unit members who have elected to have dues deducted from their paychecks and shall identify the dues and other Association related voluntary deductions to be deducted. The Association shall also notify the District when a bargaining unit member should no longer have dues deducted. The District shall enact dues deduction changes on the pay period following a notification and agree to deduct said withholdings and forward them to OEA.**
- C. **Beginning in October, the District shall provide, on a monthly basis, a check to the Association for Association dues and voluntary Association contributions collected, and a register of bargaining unit members, the amounts deducted, the last four (4) digits of their social security number, and worksite. Dues deductions shall be made monthly in an amount equal to one-eleventh (1/11) of annual dues, commencing with the month of October and continuing through June pay periods.**
- D. **In addition, notwithstanding the last phrase of Article 20 A 2 ("provided further that no District forms shall be required for dues deduction authorization,") upon request by TRSD when a question arises about membership, the Association shall provide proof of dues deduction authorization by said employee. Employee questions about membership or changing membership shall be directed to the Association.**

ARTICLE 23

PROFESSIONAL DEVELOPMENT

The District will continue to provide professional development opportunities and staff through federal dollars that are dedicated for professional development purposes.

- A. For the 2016-2017 school year, the District and Association place the Professional Development fund in abeyance and agree that any balance remaining from the 2015-2016 Professional Development Fund be used to offset the expense of the Premium Service Stipend agreed to in Article 25. The remainder of this article remains in abeyance until a successor agreement is bargained. **Beginning with the 2021-2022 school year, the District will budget \$5,000.00 to be used for staff Professional Development. For the 2022-2023 school year, the District will budget \$15,000.00 to be used for staff Professional Development.**
- B. Any unused funds will be added to the next year's fund. At no time will the balance of the fund be greater than \$45,000.00. Such funds are intended to be used to reimburse teacher **bargaining unit members** for costs and expenses (including paid leave as necessary) of short-term training experiences as well as programs such as National Board Certification.
- C. The TREA President and the Director of Human Resources shall determine eligibility requirements and procedures for application. Consideration of applications shall be based on the relevancy of the training to the teacher's assignment, the potential value to the District, and the distribution of funds district-wide.
- D. This fund is not intended for use as a tuition reimbursement fund for "credit" courses. However, a training experience that would otherwise be approved will not be disapproved simply because a teacher would receive credits for advancement on the salary schedule. The committee, however, will take this factor into consideration when determining the level of reimbursement for such approved course work.

ARTICLE 24

EARLY RETIREMENT

- A. All bargaining unit members, with eighteen (18) years of service with TRSD will receive upon retirement a monthly stipend equal to one eighty-fourth of the employee's annual salary, as placed on the salary schedule, at the time of his/her **their** retirement. Annual salary shall not include extra or extended duty compensation. The employee shall have the option of participating in the District's hospital-medical insurance program at his/her **their** sole expense.
 - 1. All monthly payments under early retirement shall cease up on the occurrence of any of the following:

- a. Death of the retired employee;
- b. The employee attaining age sixty-five (65);
- c. The District having made 84 monthly retirement payments to the employee.

B. Employees hired after 2007 are ineligible.

ARTICLE 25 PROFESSIONAL SALARIES

A. SALARY SCHEDULE

All teachers who are eligible to receive a step increase during the upcoming school year will receive that step as of July 1

1. Salary Schedule – ~~2017-2018~~ **2020-2021**

The salary schedule for the ~~2017-2018~~ **2020-2021** school year shall be determined by increasing the ~~2016-2017~~ **2019-2020** Salary Schedule base by .75% **2.00%**.

2. Salary Schedule – ~~2018-2019~~ **2021-2022**

The salary schedule for the ~~2018-2019~~ **2021-2022** school year shall be determined by increasing the ~~2018-2019~~ **2020-2021** Salary Schedule base by .75% **2.00%**.

3. Salary Schedule – ~~2019-2020~~ **2022-2023**

The salary schedule for the ~~2019-2020~~ **2022-2023** school year shall be determined by increasing the ~~2018-2019~~ **2021-2022** Salary Schedule base by .75% **2.00%**.

- a. Those teachers who, as of January 1, each year, moved to the new Step 16 and have 16 years' with the Three Rivers School District, will receive an **annual** Premium Service Stipend of \$500 to be paid on December's payroll in a separate check.
- b. Teachers who have completed or complete the National Board Certification while employed with the District will be paid a one-time bonus equal to ~~\$1000~~ **\$2,500.00**.
- c. Those teachers who have provided official transcripts no later than September 10th of each school year, documenting the attainment of a Masters' Degree or a PhD, will receive the appropriate stipend noted on the salary schedule in Appendix A.
- d. **In the event of a budget deficit from the prior year, legislative action, or initiative affecting any portion of the Agreement, the salary and related economic items agreed to herein shall not be reduced without negotiations between the Association and the District. A budget deficit shall be defined as**

the inability of the District to finance staffing and programs through the general fund operating budget at the previous year's level. The District or Association shall give notice of its need to renegotiate the contract during the term of the Agreement.

It may be necessary to reduce days during the term of this contract due to the State of Oregon failing to provide adequate funding. If furlough days become necessary, the salary increases above will occur; and both parties will mutually agree on what days to recommend for reduction, subject to bargaining and Memorandum of Agreement.

B. EXTRA DUTY AND EXTENDED CONTRACT

1. Salaries for extra duty assignments are as set forth in Appendix B. Salaries for extended contract assignments are as set forth in Appendix C.
 2. An extra duty committee will be formed ~~no later than January 15, 2018~~ in order to compare extra duty compensation with extra duty compensation in the region with districts of similar size. The committee will consist of equal numbers of Association members and District administrators. The extra duty committee shall make a recommendation to the bargaining team no later than March 15, 2018²¹, well in advance of the budget cycle, for consideration of the subsequent years of this agreement.
- C. New teachers hired into the District shall be placed on the salary schedule at the discretion of the District; however, no new person shall receive a salary higher than a person currently employed with an equal number of hours and years of experience.
- D. Payday shall be the 20th of the month; unless that day falls on a weekend; in which case, payday shall take place on the preceding Friday. Unless a teacher separated from the District at the end of a school year through resignation, retirement, or other personnel action; the remaining paychecks are available throughout July and August. Teachers not assigned to New Bridge will have two options for their summer pay, provided the following process is followed:
1. Unless otherwise noted, teachers will receive their three paychecks in June, either as a direct deposit or as a paper check; whichever is the usual and recurring method of payroll.
 2. If a teacher chooses, they may notify the District in writing, that they would prefer to receive their checks per the contract language above. In this instance, those teachers who are on direct deposit, will receive their July and August checks as paper checks; available to pick up on the regular payday of the month; and if not picked up, the checks will be mailed.

Those teachers who indicate in writing this option will revert back to direct deposit beginning with September's payroll.

E. Draws:

A monthly draw of 50 percent of monthly contracted salary shall be available to teachers who properly authorize such draws no later than the first Friday of the month. If the first Friday falls on nonworking day, authorization must be in the first working day after that Friday. Such draws shall be paid on the second Friday of each month, September through May. All draws shall be subject to the withholding of taxes as required by the Internal Revenue Code.

Three draws will be allowed without question. Emergency requests beyond the allowable three will be at the approval of the Superintendent or designee.

- F. Any balance in the contractual salary, due to a teacher not returning to the District, shall be paid on the last day of the teacher's contract term, provided all work is completed.
- G. Prep Period Payment: in the event that it is necessary to regularly assign a class to a teacher during a prep period, the prep period will be purchased at $1/7^{\text{th}}$ of the teacher's regular salary or $1/\#$ of total periods in one day. (For example, if there are five (5) total student class periods in a day and the teacher teaches four (4) of the classes, they would be purchased at $1/5^{\text{th}}$ of the teacher's total salary.) Each teacher shall have the right to elect not to take an assignment during their prep time without consequence.
- H. Certification of earned credits for the purpose of horizontal movement on the salary schedule shall be made by official transcript and filed in the Department of Human Resources' office on or before September 10, each year. Grade cards will be accepted pending receipt of the official transcript. In the event a summer session does not end to allow transcripts to be provided by the September 10 deadline, an extension may be granted by the Director of Human Resources upon proof of the end of the summer session.
- I. Each teacher shall be paid on the basis of twelve (12) equal monthly payments.
- J. If a teacher is granted a leave without pay, for each day's absence the employee's salary shall be reduced by the pro rata daily rate of base pay.

Reduction in extra duty or extended contracts will be based on a pro rata amount of the numbers of days included in the particular assignment.

K. PERS/OPSRP PICK-UP

- 1. The District shall "pick-up" the six percent (6%) employee contribution required by PERS (Ch.238)/OPSRP (Ch.238(a)). The parties agree that employee compensation has not been reduced in order to generate the funds needed to make these employee contributions; the employer will file any required notices with the Public Employees Retirement Board.

2. The full amount of required employee contributions paid pursuant to Section K (1), above, shall be considered as “salary” with respect to PERS/OPSRP for the purpose of computing an employee member’s “final average salary” and shall also be considered as “salary” for the purpose of determining the amount of employee contribution required to be contributed pursuant to state law.
3. The provisions of Article 25 at Section K (1) and K (2) above shall not be reopened or modified and not no expire under Article 32, Term of Agreement.

ARTICLE 26

SITE COMMITTEES

- A. The District and the Association recognize the arrangements pursuant to which employees at individual schools are given increased responsibility for making decisions with regard to their day-to-day affairs (“site-based decisions-making arrangements”) can foster the collegial exchange of ideas and information that is necessary for effective professional practice, and can improve the educational process. Accordingly, in order to encourage the development and implementation of site-based decision-making arrangements in the District, the parties agree as follows:
 1. Each building may establish a Site-Based Committee in accordance with relevant state statutes and administrative rules and District policies. Licensed representatives shall be elected by licensed teachers in the building. Persons so elected shall agree to serve a two-year term. A 3/4 majority of the unit members is required to recall an elected member.
 2. The School Board may appropriate funds for use by the Committee in carrying out is **its** responsibilities. The Committee may expend this money for its own operating expenses and/or to fund site-based decision-making arrangements at individual schools. Application may be made to the District for additional funds subject to availability.
 3. The Committee, in cooperation with the District office, will, among its other functions, conduct during each school year a site-based decision-making orientation program, the purpose of which will be to explain the theory and practice of site-based decision making, and to provide training in the skills (e.g., group problem solving, consensus building) that are necessary to develop and implement effective site-based decision-making arrangements. This program will include a component for all administrators and employees.
 4. Prior to the implementation of any major decision initiated by the site committee which effects either program or people, the Committee will secure, by secret ballot and under rules established by the Committee, a 3/4 (75%) agreement of the affected teachers.

5. The Site Committee shall be without power to alter or amend the collective bargaining agreement, State or Federal Law, Board Policy or Administrative Regulation or rules and regulations of any state agency without written waiver of the agency involved and the parties to this agreement.
6. The duties of a 21st Century School council shall include but not be limited to:
 - a. The development of plans to improve the professional growth of the school's staff;
 - b. The improvement of the school's instructional program;
 - c. The development and coordination of plans for the implementation of programs at the school;
 - d. The administration of grants-in-aid for the professional development of teachers and classified district employees; and
 - e. Advising the school district board in the development of a plan for school safety and student discipline.
7. Each site committee shall keep accurate minutes of its meetings and shall summarize those minutes and distribute the summary to staff.

ARTICLE 27 FEDERAL MANDATES

A. ESEA/NCLB

~~The District shall make every effort to assign employees so that they can remain "highly qualified".~~

~~If a change in the District's instructional program is necessary to comply with the Empowerment Act, 24 P.S. 1701-B et. seq., or the No Child Left Behind Act of 2001, as mandated, 20 USC 6301 et. seq., or that may be amended in the future that have an adverse impact on any bargaining unit member(s) the impact will be discussed prior to implementation.~~

- ~~1. No decision and/or action related to the ESEA or its implementation shall violate any District policy, violate any provision of the Master Agreement, or establish past practice without the approval of the District and the Association.~~
2. Paraprofessionals

Paraprofessionals are those Educational Support Professionals providing instructional assistance in programs (targeted or school-wide) supported with Title I funds.

Support staff, including paraprofessionals, may only provide instructional assistance under the direct supervision of a licensed teacher.

Support staff, including paraprofessionals, may not perform tasks that, under OAR 584-036-0011, are reserved for licensed teachers. These tasks include:

- a. Planning instruction;
- b. Establishing classroom climate conducive to learning;
- c. Implementing plans for instruction;
- d. Evaluating student achievement; and,
- e. Directing instructional assistants.

Pursuant to 20 USC 6319 (g), allowable duties for paraprofessionals shall include:

- a. One-on-one tutoring;
- b. Assisting with classroom management;
- c. Providing assistance in a computer laboratory;
- d. Conducting parental involvement activities;
- e. Providing support in a library or media center; and,
- f. Acting as a translator.

ARTICLE 28 RENEGOTIATION

- A. The parties recognize that revenue needed to fund the compensation provided by this Agreement must be approved by established budget procedures and in certain circumstances, by vote of the citizens.
- B. If the District is unable to fund the economic provisions of the Agreement, the entire Agreement shall be reopened for negotiations and the parties shall retain all rights and duties afforded under ORS Chapter 243 (PECBA).
- C. A successor contract will be bargained during the ~~2016-2017~~ **2022-2023** school year. No later than January 31, 2017~~23~~, parties will meet and exchange initial proposals regarding the full contract.

ARTICLE 29 SAVINGS CLAUSE

- A. The parties agree that during the term of this contract they shall not, except by mutual agreement, alter the terms and conditions set forth in this Agreement.
- B. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understanding and

agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collective with respect to any subject or matter, even though such subjects or matters may not have been within their knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Board's direction and control.

ARTICLE 30

STUDENT TEACHER VOUCHERS

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.

If any teacher elects to participate, and is approved to do so by the Superintendent or his designee, ~~he or she~~ **they** shall be compensated the full amount of the fees and tuition vouchers paid by the training institute to the District.

If any teacher elects to not use all of his or her **their** tuition vouchers, the vouchers will be pooled. Any teacher needing tuition vouchers will notify the District. The District will maintain a list of these requests and distribute these vouchers first to those needing a course ~~to be highly qualified~~ in a core subject matter of assignment or coursework to complete continuing licensure. Any remaining vouchers will be on a first come, first served basis.

This pool will be used by bargaining unit members.

ARTICLE 31

JOB SHARES

- A. For the purposes of this article, job sharing shall mean the voluntary occupation, at District discretion, of a single staff position by two (2) individuals. Each individual assignment will equal the equivalent of 95 **50% of the** full contract days, or .5 of an FTE for each staff member ~~and half day kindergarten positions.~~

1. Job sharing may continue from year to year at the discretion of the District with the approval of the teachers involved, however, at the termination of the job sharing each teacher shall return to the same status (i.e. permanent teacher status) they held prior to the shared position.
2. Teachers will attend half a day on non-student contact days such as conference, in-service and clerical days unless an alternative calendar is established by mutual

agreement of the teacher and principal. Principals will work with both teachers to balance the workload and responsibilities on these days.

B. Shared time positions will be compensated as follows:

1. Teaching salary will be 50% of each teacher's regular annual salary. The experience and educational step for the teacher will be the same as if he/she **they** would be entitled to if employed on a full-time basis.
2. Division of the fringe benefit package shall be by written mutual agreement of the teaching partners with District approval; however, the District shall not be liable for more than one fringe benefit package. Teaching partners may continue on all benefit programs at their own expense.

ARTICLE 32 TERM OF AGREEMENT

This collective bargaining agreement shall remain in effect from ~~December 15, 2017 through June 30, 2020~~ **July 1, 2020 through June 30, 2023**.

EXECUTION/SIGNATURES

Executed this ~~15th day of December, 2017,~~ **Date day of Month, 2021** at Murphy, Oregon by the undersigned officers of the Three Rivers School Board on behalf of the Three Rivers School District, and by the Three Rivers Education Association/SOBC, on behalf of the licensed teachers.

FOR THE ASSOCIATION:

FOR THE BOARD:

Tim Mohr, TREA Bargaining Chair
Chairman of the Board

Kate Dwyer **Jennifer Johnstun,**

President, SOBC
of HR

Debbie Simons **Casey Alderson,** Director

APPENDIX A
THREE RIVERS SCHOOL DISTRICT
2017-2018-2020-2021

LICENSED SALARY SCHEDULE

*All steps at 3.4% plus .75% **2.00%** Cola*

	01	02	03	04	05	06
STEP	BA + 0	BA + 15	BA + 30	BA + 45	BA + 60	BA + 75
1	— 37,155	— 38,418	— 39,724	— 41,075	— 42,471	— 43,915
2	— 38,418	— 39,724	— 41,075	— 42,471	— 43,915	— 45,408
3	— 39,724	— 41,075	— 42,471	— 43,915	— 45,408	— 46,952
4	— 41,075	— 42,471	— 43,915	— 45,408	— 46,952	— 48,549
5	— 42,471	— 43,915	— 45,408	— 46,952	— 48,549	— 50,199
6	— 43,915	— 45,408	— 46,952	— 48,549	— 50,199	— 51,906
7	— 45,408	— 46,952	— 48,549	— 50,199	— 51,906	— 53,671
8	— 46,952	— 48,549	— 50,199	— 51,906	— 53,671	— 55,496
9	— 48,549	— 50,199	— 51,906	— 53,671	— 55,496	— 57,382
10	— 50,199	— 51,906	— 53,671	— 55,496	— 57,382	— 59,333
11	— 51,906	— 53,671	— 55,496	— 57,382	— 59,333	— 61,351
12	— 53,671	— 55,496	— 57,382	— 59,333	— 61,351	— 63,437
13	— 55,496	— 57,382	— 59,333	— 61,351	— 63,437	— 65,594
14	— 55,496	— 57,382	— 61,351	— 63,437	— 65,594	— 67,824
15	— 55,496	— 57,382	— 61,351	— 65,594	— 57,824	— 70,130
16	— 55,496	— 57,382	— 61,351	— 65,594	— 70,130	— 72,514

***Revised 7/18/17

MA 1,858
 PHD 3,716
 Prem Srv Stipend 500

Step 10 if 10 years of experience or more, start on Step 10

	01	02	03	04	05	06
STEP	BA + 0	BA + 15	BA + 30	BA + 45	BA + 60	BA + 75
1	38,469	39,777	41,129	42,528	43,974	45,469
2	39,777	41,129	42,528	43,974	45,469	47,015
3	41,129	42,528	43,974	45,469	47,015	48,613
4	42,528	43,974	45,469	47,015	48,613	50,267
5	43,974	45,469	47,015	48,613	50,267	51,975
6	45,469	47,015	48,613	50,267	51,975	53,743
7	47,015	48,613	50,267	51,975	53,743	55,570
8	48,613	50,267	51,975	53,743	55,570	57,459
9	50,267	51,975	53,743	55,570	57,459	59,413
10	51,975	53,743	55,570	57,459	59,413	61,433
11	53,743	55,570	57,459	59,413	61,433	63,522
12	55,570	57,459	59,413	61,433	63,522	65,681
13	57,459	59,413	61,433	63,522	65,681	67,915
14	57,459	59,413	63,522	65,681	67,915	70,223
15	57,459	59,413	63,522	67,915	70,223	72,611
16	57,459	59,413	63,522	67,915	72,611	75,079

***Revised 7/18/17 11/25/2020

MA 1,858 1,924
 PHD 3,716 3,846
 Prem Srv Stipend 500

Step 10 if 10 years of experience or more, start on Step 10

THREE RIVERS SCHOOL DISTRICT
2018-2019-2021-2022

LICENSED SALARY SCHEDULE

*All steps at 3.4% plus .75% **2.00%** Cola*

	01	02	03	04	05	06
STEP	BA + 0	BA + 15	BA + 30	BA + 45	BA + 60	BA + 75
1	—37,434	—38,706	—40,022	—41,383	—42,790	—44,245
2	—38,706	—40,022	—41,383	—42,790	—44,245	—45,749
3	—40,022	—41,383	—42,790	—44,245	—45,749	—47,305
4	—41,383	—42,790	—44,245	—45,719	—47,305	—48,913
5	—42,790	—44,245	—45,749	—47,305	—48,913	—50,576
6	—44,245	—45,749	—47,305	—48,913	—50,576	—52,296
7	—45,749	—47,305	—48,913	—50,576	—52,296	—54,074
8	—47,305	—48,913	—50,576	—52,296	—54,074	—55,912
9	—48,913	—50,576	—52,296	—54,074	—55,912	—57,814
10	—50,576	—52,296	—54,076	—55,912	—57,814	—59,779
11	—52,596	—54,074	—55,912	—57,814	—59,779	—61,812
12	—54,074	—55,912	—57,814	—59,779	—61,812	—63,913
13	—55,912	—57,814	—59,779	—61,812	—63,913	—66,086
14	—55,912	—57,814	—61,812	—63,913	—66,086	—68,333
15	—55,912	—57,814	—61,812	—66,086	—68,333	—70,657
16	—55,912	—57,814	—61,812	—66,086	—70,657	—73,059

***Revised 1/8/2018

MA 1,858
 PHD 3,716
 Prem Srv Stipend 500

Step 10 if 10 years of experience or more, start on Step 10

	01	02	03	04	05	06
STEP	BA + 0	BA + 15	BA + 30	BA + 45	BA + 60	BA + 75
1	39,238	40,573	41,952	43,379	44,853	46,378
2	40,573	41,952	43,379	44,853	46,378	47,955
3	41,952	43,379	44,853	46,378	47,955	49,585
4	43,379	44,853	46,378	47,955	49,585	51,272
5	44,853	46,378	47,955	49,585	51,272	53,015
6	45,469	47,955	49,585	51,272	53,015	54,818
7	47,955	49,585	51,272	53,015	54,818	56,681
8	49,585	51,272	53,015	54,818	56,681	58,608
9	51,272	53,015	54,818	56,681	58,608	60,601
10	53,015	54,818	56,681	58,608	60,601	62,662
11	54,818	56,785	58,608	60,601	62,662	64,792
12	56,681	58,608	60,601	62,662	64,792	66,995
13	58,608	60,601	62,662	64,792	66,995	69,273
14	58,608	60,601	64,792	66,995	69,273	71,627
15	58,608	60,601	64,792	69,273	71,627	74,063
16	58,608	60,601	64,792	69,273	74,063	76,578

***Revised 1/8/2018 11/25/2020

MA 1,858 1,962
 PHD 3,716 3,923
 Prem Srv Stipend 500

Step 10 if 10 years of experience or more, start on Step 10

THREE RIVERS SCHOOL DISTRICT
2019-2020-2022-2023

LICENSED SALARY SCHEDULE

*All steps at 3.4% plus .75% **2.00%** Cola*

	01	02	03	04	05	06
STEP	BA + 0	BA + 15	BA + 30	BA + 45	BA + 60	BA + 75
1	—37,715	—38,997	—40,323	—41,694	—43,112	—44,577
2	—38,997	—40,323	—41,694	—43,112	—44,577	—46,093
3	—40,323	—41,694	—43,112	—44,577	—46,093	—47,660
4	—41,694	—43,112	—44,577	—46,093	—47,660	—49,281
5	—43,112	—44,577	—46,093	—47,660	—49,281	—50,956
6	—44,577	—46,093	—47,660	—49,281	—50,956	—52,689
7	—46,093	—47,660	—49,281	—50,956	—52,689	—54,480
8	—47,660	—49,281	—50,956	—52,689	—54,480	—56,332
9	—49,281	—50,956	—52,689	—54,480	—56,332	—58,248
10	—50,956	—52,689	—54,480	—56,332	—58,248	—60,228
11	—52,689	—54,580	—56,332	—58,248	—60,228	—62,276
12	—54,480	—56,332	—58,248	—60,228	—62,276	—64,393
13	—56,332	—58,248	—60,228	—62,276	—64,393	—66,583
14	—56,332	—58,248	—62,276	—64,393	—66,583	—68,846
15	—56,332	—58,248	—62,276	—66,583	—68,846	—71,187
16	—56,332	—58,248	—62,276	—66,583	—71,187	—73,607

***Revised 1/8/2018

MA 1,886
 PHD 3,771
 Prem Srv Stipend 500

Step 10 if 10 years of experience or more, start on Step 10

	01	02	03	04	05	06
STEP	BA + 0	BA + 15	BA + 30	BA + 45	BA + 60	BA + 75
1	40,023	41,384	42,791	44,247	45,750	47,306
2	41,384	42,791	44,247	45,750	47,306	48,914
3	42,791	44,247	45,750	47,306	48,914	50,577
4	44,247	45,750	47,306	48,914	50,577	52,297
5	45,750	47,306	48,914	50,577	52,297	54,075
6	46,378	48,914	50,577	52,297	54,075	55,914
7	48,914	50,577	52,297	54,075	55,914	57,815
8	50,577	52,297	54,075	55,914	57,815	59,780
9	52,297	54,075	55,914	57,815	59,780	61,813
10	54,075	55,914	57,815	59,780	61,813	63,915
11	55,914	57,921	59,780	61,813	63,915	66,088
12	57,815	59,780	61,813	63,915	66,088	68,335
13	59,780	61,813	63,915	66,088	68,335	70,658
14	59,780	61,813	66,088	68,335	70,658	73,060
15	59,780	61,813	66,088	70,658	73,060	75,544
16	59,780	61,813	66,088	70,658	75,544	78,110

***Revised 1/8/2018 11/25/2020

MA 1,886 2,001
 PHD 3,771 4,001
 Prem Srv Stipend 500

Step 10 if 10 years of experience or more, start on Step 10

APPENDIX B

~~2017-2018~~ **2020-2021**

THREE RIVERS SCHOOL DISTRICT					
Extra Duty Salary Schedule					
2020-2021					
	Year	Year	Year	Year	Year
Group	1	2	3	4	5
A	707	786	864	943	1021
B	1022	1100	1179	1257	1336
C	1336	1414	1493	1571	1650
D	1650	1729	1807	1886	1964
E	2200	2279	2357	2436	2514
F	2907	2985	3064	3143	3221
F1	3221	3300	3379	3457	3536
G	3614	3693	3771	3850	3929
H	4322	4400	4479	4557	4636

Curriculum Rates

Category I ~~\$178.35 (\$22.26/hr)~~ **\$189.32 (\$23.67/hr)**

Category II ~~\$209.82 (\$26.23/hr)~~ **\$222.72 (\$27.84/hr)**

Activities ~~\$13.20~~ **\$14.58**

DESCRIPTION OF GROUPS

Group A Junior/Senior Prom

Group B Drama Coach-Minor

Flag Team, Destination Imagination

VICA, DECA, FBLA

HS Leadership

Group C Junior Concessions (N/A)

Middle School Asst. Coaches (N/A)

Middle School Music Director

Group D Middle School Head 8th Gr. Coaches

Drama Coach-Major (High School)

Drill Team

Forensics

Group E High School Asst. Coaches

*Asst. Volleyball and Track

High School Rally Squad/Cheer

High School Choir

Annual/Newspaper

Group F High School Asst. Coaches

*Asst. Football & Basketball

FFAVoAg Instructor (2 Sep Contracts)

Group G Position formerly in this group moved to Group H

Group H High School Head Coaches

*Head Football and Basketball

High School Band Instructor

*Funded: Football, Volleyball, Basketball, Track

*Funded Head Varsity: Soccer, Cheer, Wrestling, Baseball, Softball (F1)

THREE RIVERS SCHOOL DISTRICT
Extra Duty Salary Schedule
2018-2019 **2021-2022**

THREE RIVERS SCHOOL DISTRICT					
Extra Duty Salary Schedule					
2021-2022					
	Year	Year	Year	Year	Year
Group	1	2	3	4	5
A	707	786	864	943	1021
B	1022	1100	1179	1257	1336
C	1336	1414	1493	1571	1650
D	1650	1729	1807	1886	1964
E	2200	2279	2357	2436	2514
F	2907	2985	3064	3143	3221
F1	3221	3300	3379	3457	3536
G	3614	3693	3771	3850	3929
H	4322	4400	4479	4557	4636

Curriculum Rates

Category I \$178.35 (\$22.26/hr) **Determined annually when state substitute rates are released.**

Category II \$209.82 (\$26.23/hr) **Determined annually when state substitute rates are released.**

Activities \$13.20 **\$14.83**

DESCRIPTION OF GROUPS

Group A Junior/Senior Prom

Group B Drama Coach-Minor

Flag Team, Destination Imagination

VICA, DECA, FBLA

HS Leadership

Group C Junior Concessions (N/A)

Middle School Asst. Coaches (N/A)

Middle School Music Director

Group D Middle School Head 8th Gr. Coaches

Drama Coach-Major (High School)

Drill Team

Forensics

Group E High School Asst. Coaches

*Asst. Volleyball and Track

High School Rally Squad/Cheer

High School Choir

Annual/Newspaper

Group F High School Asst. Coaches

*Asst. Football & Basketball

FFAVoAg Instructor (2 Sep Contracts)

Group G Position formerly in this group moved to Group H

Group H High School Head Coaches

*Head Football and Basketball

High School Band Instructor

*Funded: Football, Volleyball, Basketball, Track

*Funded Head Varsity: Soccer, Cheer, Wrestling, Baseball, Softball (F1)

THREE RIVERS SCHOOL DISTRICT
Extra Duty Salary Schedule
2019-2020 **2022-2023**

THREE RIVERS SCHOOL DISTRICT					
Extra Duty Salary Schedule					
2022-2023					
	Year	Year	Year	Year	Year
Group	1	2	3	4	5
A	707	786	864	943	1021
B	1022	1100	1179	1257	1336
C	1336	1414	1493	1571	1650
D	1650	1729	1807	1886	1964
E	2200	2279	2357	2436	2514
F	2907	2985	3064	3143	3221
F1	3221	3300	3379	3457	3536
G	3614	3693	3771	3850	3929
H	4322	4400	4479	4557	4636

Curriculum Rates

Category I \$178.35 (\$22.26/hr) **Determined annually when state substitute rates are released.**

Category II \$209.82 (\$26.23/hr) **Determined annually when state substitute rates are released.**

Activities \$13.20 **Determined by the Classified salary schedule.**

DESCRIPTION OF GROUPS

Group A Junior/Senior Prom

Group B Drama Coach-Minor

Flag Team, Destination Imagination

VICA, DECA, FBLA

HS Leadership

Group C Junior Concessions (N/A)

Middle School Asst. Coaches (N/A)

Middle School Music Director

Group D Middle School Head 8th Gr. Coaches

Drama Coach-Major (High School)

Drill Team

Forensics

Group E High School Asst. Coaches

*Asst. Volleyball and Track

High School Rally Squad/Cheer

High School Choir

Annual/Newspaper

Group F High School Asst. Coaches

*Asst. Football & Basketball

FFAVoAg Instructor (2 Sep Contracts)

Group G Position formerly in this group moved to Group H

Group H High School Head Coaches

*Head Football and Basketball

High School Band Instructor

*Funded: Football, Volleyball, Basketball, Track

*Funded Head Varsity: Soccer, Cheer, Wrestling, Baseball, Softball (F1)

APPENDIX C EXTENDED CONTRACTS

Contract extensions will be specified in number of days to be added beyond the regular contract term and paid on a basis of an amount per each day of extension. Contract extensions will be for specific purposes of service to children and/or the District.

CATEGORY I Salaries: Category 1 rates will be the same as the beginning substitute rate based on the state substitute salary schedule and will adjust annually when the state releases updated rates for substitutes.

- A. Teachers working on curriculum revision.
- B. Teachers taking training in workshops provided by the District.
- C. Research and review committee (i.e. Textbook Committee, etc.)

CATEGORY II Salaries: Category 2 rates will be the same as the long term substitute rate based on the state substitute salary schedule and will adjust annually when the state releases updated rates for substitutes.

- A. Teachers serving as trainers of teacher in workshops provided by the Districts.
- B. Teachers supervising curriculum revision, research and the writing thereof.

CATEGORY III Per Extra Duty Salary Schedule

- A. Vocational Agriculture teachers will provide the principal, on forms provided by him, with completed daily log of activities. These logs will be submitted weekly.

CATEGORY IV With the approval of the building administrator involved, additional days may be used by librarians, counselors, and Activity Coordinators to prepare for students before the regular school year starts or complete records after the school year ends. Pay shall be at 1/190 of the regular salary.

