

Employment Agreement
Between
Three Rivers School District
And
Three Rivers Education Association/SOBC
2023~~6~~-202~~6~~~~9~~
(July 1, 2023~~6~~ to June 30, 202~~6~~~~9~~)

**EMPLOYMENT AGREEMENT BETWEEN
THREE RIVERS SCHOOL DISTRICT
and
THREE RIVERS EDUCATION ASSOCIATION
SOBC/OEA/NEA
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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 **educators/bargaining unit members** 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.

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 **and licensed specialists** 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. **The term teacher and licensed specialist can be used interchangeably.**

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 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; 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, **as required by Oregon law**. 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) **or during the work day at the worksite within thirty (30) days of hire**; 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.

Should the District desire changes in mandatory subjects of bargaining during the term of this Contract, that are not covered by this agreement, notice shall be provided in accordance with Oregon Revised Statute 243.698.

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. **Bargaining unit members shall not evaluate other bargaining unit members.**

B. EVALUATION OF STUDENTS

No grade of a student shall be changed without permission of the teacher (unless the teacher is no longer available **employed** in the District **or in the case of evidence of impropriety**) without a hearing before the Superintendent or designee.

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, gender identity, sex, 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. The priority standards and the end of unit common assessment will be developed jointly with the district and teacher teams. Teachers have autonomy regarding mid-unit instruction and evaluation aligned with learning targets. Personal experiences, when stated and designated as such, and having direct relationship to the subject being taught and ODE Standard, 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~~ **Section E(1) and E(2)** above will not apply. ~~Point one~~ **Section E(1) and E(4)** 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 (5) 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 two (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, 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~~ **The District will not comment on personnel matters**, 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 their office, position or employment, or the salary, or any increments pertaining thereto, then 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 their choice or legal counsel present to advise them and represent 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 Teacher will choose from the following options:**

- ~~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 members 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 or Association's request. Any violation of this provision may be used as the basis of a grievance. 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 for non-TSPC licensed employees only.
- C. Dismissal, discharge or non-extension of an employee in a TSPC licensed position shall be handled through the Fair Dismissal Appeals Board process in accordance with the Accountability in the 21st Century Act.

An 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 fifteen (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 themselves or, at 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 their principal or immediate supervisor in an attempt to resolve the problem. The principal or immediate supervisor will give their answer within ten (10) days. If the employee has identified the matter as a grievance, then the principal or immediate supervisor will give 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 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. Change of Assignment is a change in grade level or subject at the bargaining unit member's current building.
3. Transfer is a change to a different building.
4. Both Change of Assignment and Transfer may be voluntary or involuntary.

B. POSTING AND NOTICE 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 **District** seeks a replacement. In cases of extenuating circumstances, the District may request the Association waive the five (5) day time limit.

Emails will be sent using the District's Human Resources application software as vacancies become available and are posted. Staff will apply online to posted positions.

C. EMPLOYEE INITIATED TRANSFERS

1. Teachers who desire a change in grade and/or subject assignment at their current building must file a written statement of such desire with the Building Administrator

within five (5) working days from the date of posting. Teachers who desire a transfer to another building, must file a written statement of such desire with Human Resources. Whenever possible, such statement will include the grade and/or subject to which they desire 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, and licensure 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 **instead**.

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

~~E. NOTICE OF VACANCIES~~

~~Emails will be sent using the District's Human Resources application software as vacancies become available and are posted. Staff will apply online to posted positions.~~

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 (10) 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.

4. TSPC licensed staff shall also be subject to a cultural and linguistic expertise assessment in accordance with ORS 342.934.

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 **in this order by emergency licensure status, seniority, and then licensure, and then competence/merit.** ~~seniority, and then licensure, and then competence/merit.~~ **Time with an LCA counts towards seniority.**
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 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 of 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 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 (not including elementary student dismissal) 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 **for committee participation**. Volunteers will be asked for **sought** each year unless a process (e.g., Site Council elections) dictates another process. **If there are insufficient volunteers for a legally required committee, the District may fill remaining committee slots with a random selection process. The District will make reasonable efforts to rotate service and avoid selecting the same bargaining unit member in consecutive years.** 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) sixty minute block of continuous, uninterrupted preparation time each day or two (2) thirty (30) minute blocks which shall be teacher directed **(either before school, after school, or split before and after school)**; **Each teacher will also receive thirty (30) minutes per week of continuous, uninterrupted preparation time designated by the building administrator to occur during the student contact day.** ~~and an additional hour of continuous, uninterrupted~~ **In addition, teachers will receive an additional 45 minutes of uninterrupted** time each **during the student contact** 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~~ **class period in length** 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: Teachers in the high schools shall have one (1) class period per day assigned as a preparation period. **High School teachers may be offered their preparation time during the student day.** Such assigned preparation time will be in addition to the lunch period.
4. ~~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.~~

5. The District may, up to ten (10) times each school year and no more than 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.
6. 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 **bargaining unit members** 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 of any potential contagious disease or environmental hazard that requires corrective action.

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.

4. The primary purpose of video and audio recording in school is to ensure the safety and security of staff, students, and District equipment/facilities. The District will provide general notice that video surveillance is in use on District property.

a. Discipline and/or evaluations will not be solely generated by technology (e.g., Artificial Intelligence).

5. Bargaining unit members may be asked to use a personal electronic device, including personal cell phones when it supports safety and District operations. If a bargaining unit member elects to not use a personal device, the District will determine an appropriate alternative, if available.

6. Home visits for bargaining unit members are voluntary, unless identified in a job description.

F. CONSTRUCTION AND MOVING

Employees required to pack classrooms for construction and moving 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. SUBSTITUTES

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

As resources and teacher needs allow, special education teachers shall receive assessment, testing and evaluation support provided by the Special Education Department. A teacher may request to do their own assessment, testing and evaluation, which would be reviewed by the Special Education Director.

All Special Education teachers new to the profession will receive direct coaching by the Special Education Department staff on paperwork management and support through their first year.

If a Special Education teacher needs additional time to complete required paperwork or testing in a timely manner, they shall contact the building principal or the Special Education Director. Up four (4) days of release time per year will be approved to complete paperwork, writing IEPs, and scheduling IEP meetings. Additional time may be requested but is not guaranteed. 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.

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.

When a Special Education teacher requests support with their caseload they will receive additional assistance from the Special Education Department.

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 per school year 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, 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 **dual curriculum** class should be limited to the number of students a teacher can reasonably and effectively be expected to teach in a work day. The parties agree to set a plan to establish class size limits and will jointly lobby for funding for class size reductions.

J. VIDEO/AUDIO RECORDING

Video and audio recording, including still photos, shall be disclosed prior to being recorded. It is understood that such surveillance can be used for corroborative evidence in employee discipline and dismissal cases and in those instances where workplace violations are viewed.

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 requested or 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. It shall only be required in the event of an emergency.

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

When a student is violent, verbally, or physically aggressive, the student will not be returned to the class without consultation with the classroom teacher and until the student and class has deescalated where the learning environment is no longer disrupted.

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

ARTICLE 14 CALENDAR

- A. The annual bargaining unit calendar, for the school year, shall be one hundred and seventy three (173) work days, 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 all of the schools, adjustments may be made at the discretion of the Board, to provide from 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 shall consist of the following:

173 contract days **including**:

147 student contact days **(or less)** with 9 hours per day

17 In-service/staff development days **(or more)** 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. 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, including being unavailable at the start or end of the building workday, and/or not responding to email within two hours, 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.
- E. Teacher input is encouraged and solicited by the District in developing a student calendar. At least ten (10) days before the Superintendent presents a recommended calendar to the Board for approval, they will first send a copy to the Association president and give the Association an opportunity to meet with them to present to them 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, situations beyond the control of the District, or equipment failure.

- F. 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, situations beyond the control of the District, or equipment failure, make-up instructional days may be on Monday through Thursday if changes to the calendar are made.
- G. Admin will provide no less than 20 hours in a five (5) day in-service week, sixteen (16) hours in a four (4) day in-service week, to be teacher directed planning.
- H. ~~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.~~

The student contact day will be as follows, to reflect a four-day instructional week:

Elementary: 7 hours 5 minutes (Applegate 7 hours 20 minutes)

Middle School: 7 hours 10 minutes (Applegate 7 hours 20 minutes)

High School: 7 hours 55 minutes (SOSA 7 hours 30 minutes)

In accordance with Oregon law, the parties agree to bargain prior to any increase in daily student contact minutes, except where a mutual agreement between the District and Association has been reached.

ARTICLE 15 WORK SCHEDULE

A. The entire school district will ~~move to~~ **maintain** a four-day **instructional schedule** teaching schedule ~~as of the 2020-2021 school year~~. 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 work day hours are completed. Teachers have professional discretion regarding their work day. The District will provide a common start and end time for District Wide functions. Professional obligations such as IEP meetings, parent meetings, and other professional responsibilities will be met within the regular work day. Included in the foregoing 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 work 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.~~ **When additional time is requested by administration and voluntarily accepted by a teacher, the excess time shall be compensated either through pay on a pro-rated per diem basis or through mutually agreed upon trade time.**

C. 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 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 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 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 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 to care for yourself or your **covered** 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~~ **domestic violence, harassment, sexual assault or stalking, or a public health emergency**. Teachers working any days beyond their 173 day contract shall receive one (1) hour of sick leave for each thirty (30) hours worked that occur after the last day of their teaching contract and before the start of the next years' teaching contract.
- c. Covered family members include **the employee's spouse or domestic partner; child or the child's spouse or domestic partner; parent or the parent's spouse or domestic partner; sibling or stepsibling or the sibling's or stepsibling's spouse or domestic partner; grandparent or the grandparent's spouse or domestic partner; or grandchild or the grandchild's spouse or domestic partner** ~~spouse, Oregon registered same-sex domestic partner, child, child of Oregon registered same-sex domestic partner, parent, parent in law, and~~

parent of Oregon registered same-sex domestic partner, grandparent, or grandchild.

- 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.
- 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.
- 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.
- g. As provided by statute, the District will permit an experienced teacher to transfer, at full credit **a maximum of seventy five (75) days, of** unused sick leave accumulated in another Oregon district.
- 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.
- 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.
- j. 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 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. Sick leave may be utilized upon retirement in accordance with Oregon law.**

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 their regular salary. The employee will be charged fractional sick leave to the nearest half hour, according to the fraction of their daily salary so paid.

l. All calculations are to be done on the teacher's gross contracted daily wage.

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. Sick leave bank does not apply for maternity/paternity 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 half (0.5) 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 half (0.5) day.

d. Donation of sick leave must be sick leave time, and must be donated in \pm 0.5 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, and who have donated to the bank in the current school year.

If a request is made under extenuating circumstances or outside the twelve (12) week FMLA/OFLA period, 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 they exhaust benefits, become 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 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. Sick Leave Bank can be used to supplement paid leave but not extend available leave.

j. Leave from the Sick Leave Bank will be allocated in five (5) day increments. No one shall be granted more days than needed for twelve (12) weeks of FMLA/OFLA 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 the twelve (12) weeks 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)~~ **four (4) days** per school year, usable in not less than one-half (1/2) day portions. The ~~three (3)~~ **four (4)** days shall not be deducted from sick leave, and are not accumulative.

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. **In the event personal leave is approved in advance and subsequently used to supplement sick or other leave(s), the teacher shall submit an updated request to the Superintendent or designee; such days will not be unreasonably denied.** Unused personal days shall be paid in June. Personal days shall not accrue from year to year. End of year balances will be paid at the following rate:

a. ~~3 Days = \$250.00~~

b. ~~2 Days = \$150.00~~

c. ~~1 Day = \$50.00~~

4. Bereavement Leave

a. The District shall grant leave with pay not to exceed five(5) days per instance to teachers for the death of a member of the immediate family. 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~~ **spouse or domestic partner, child or child's spouse or domestic partner, parent or parent's spouse or domestic partner, sibling or stepsibling or sibling or stepsibling's spouse or domestic partner, grandparent or grandparent's spouse or domestic partner, grandchild or grandchild's spouse or domestic partner, or an individual related by blood or close affinity that is the equivalent of a familial relationship.** 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.

5. Jury Duty Leave

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 named party or witness, except when the employee is a litigant against the District. When an employee is a representative for the Association, or is subpoenaed by the Association, Association leave shall apply.

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 **forward** 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 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. 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 **and all personal days must be used prior.**
- ~~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.~~

4. Leave of Absence

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. Extensions and Renewals

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

6. Return to Service

All benefits to which a teacher was entitled at the time 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 them upon their return as fully as if they had never taken said leave; and they shall be assigned to a position for which they 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 their privileges under the retirement law, insurance benefits, salary increment or sick leave to which 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 their failure to fulfill the Agreement is due to 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 they 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.~~

D. Oregon Paid Family Medical Leave

An Employee who receives a benefit under Paid Family Medical Leave Insurance may elect to use accrued leave to make up the difference between their benefits and their normal salary/wage. Upon receiving written notice of such an election, the Employer shall deduct and apply the number of accrued sick leave or any other paid leave types, including the use of personal leave hours, necessary to ensure that the employee received their normal salary/wages. The requesting Employee will provide the necessary information related to the leave granted under Paid Family Medical Leave Insurance to facilitate the Employer's deduction and application of the appropriate leave hours.

While receiving PFMLI benefits, the District will continue to provide all District-provided insurance benefits (e.g., health insurance) and continue to pay any contributions required by the collective bargaining agreement. Any required employee contributions towards those benefits will be the responsibility of the Employee for remitting their portion pursuant to Payroll requirements for continuation of these benefits. Employee's seniority will continue to be credited during any leave covered by the Act.

ARTICLE 18 CONTRACTED SERVICES

- A. The Board shall not enter into a contract to provide teaching from any organization other than TREA/SOBC **with the exception of Southern Oregon Education Service District and the District's substitute services provider**. 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.

If the District is unable to fill a licensed vacancy after an initial posting period, the parties agree to add the item to the next Labor Management agenda.

- B. Any extra duty vacancies will be posted online.

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 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 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. **Board Policy EEAE will be complied with.**

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 their own automobile and/or District vehicle in the performance of school duties.~~ **The District's liability insurance for privately owned vehicles used for any approved District travel, including between buildings, will be secondary to the individual's liability insurance, which shall be the minimum required by law. The District's policy only applies after the limits of the individual's liability policy are exhausted. As long as the bargaining unit member is not found to be negligent or at fault, the District will reimburse up to \$500 towards the deductible.**

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 OEA/TREA/NEA 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 judgements 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 October 1, 2023⁶ the District will contribute the following towards OEGB selected medical, dental and vision plans:

October 1, 2023 District Insurance Contribution:

~~Employee Only: 95% of Medical Plan 7 (HSA), Dental Plan 6, VSP Choice
Employee + Spouse/Partner: 95% of Medical Plan 7 (HSA), Dental Plan 6, VSP Choice
Employee + Children: 95% of Medical Plan 7 (HSA), Dental Plan 6, VSP Choice
Family: 95% of Medical Plan 7 (HSA), Dental Plan 6, VSP Choice~~

October 1, 2024 District Insurance Contribution:

~~Employee Only: 97% of Medical Plan 7 (HSA), Dental Plan 6, VSP Choice
Employee + Spouse/Partner: 97% of Medical Plan 7 (HSA), Dental Plan 6, VSP Choice
Employee + Children: 97% of Medical Plan 7 (HSA), Dental Plan 6, VSP Choice
Family: 97% of Medical Plan 7 (HSA), Dental Plan 6, VSP Choice~~

October 1, 2025⁶ District Insurance Contribution:

Employee Only: 100% of Medical Plan 7 (HSA), Dental Plan 6, VSP Choice
Employee + Spouse/Partner: 100% of Medical Plan 7 (HSA), Dental Plan 6, VSP Choice
Employee + Children: 100% of Medical Plan 7 (HSA), Dental Plan 6, VSP Choice

Family: 100% of Medical Plan 7 (HSA), Dental Plan 6, VSP Choice

October 1, 2025⁷ District Insurance Contribution:

Employee Only: 100% of Medical Plan 7 (HSA), Dental Plan 6, VSP Choice

Employee + Spouse/Partner: 100% of Medical Plan 7 (HSA), Dental Plan 6, VSP Choice

Employee + Children: 100% of Medical Plan 7 (HSA), Dental Plan 6, VSP Choice

Family: 100% of Medical Plan 7 (HSA), Dental Plan 6, VSP Choice

October 1, 2025⁸ District Insurance Contribution:

Employee Only: 100% of Medical Plan 7 (HSA), Dental Plan 6, VSP Choice

Employee + Spouse/Partner: 100% of Medical Plan 7 (HSA), Dental Plan 6, VSP Choice

Employee + Children: 100% of Medical Plan 7 (HSA), Dental Plan 6, VSP Choice

Family: 100% of Medical Plan 7 (HSA), Dental Plan 6, VSP Choice

Employees can enroll in any combination of medical, dental and vision plans. Employees who enroll in a combination of medical, dental and vision plans that have a greater premium than the District contribution will have the difference deducted monthly through payroll deduction.

Effective October 1, 2024⁶, any member, who is insurance eligible and who opts out of all OEBC health coverage (medical/pharmacy, dental and vision), who provides proof of other medical and prescription group health coverage, and who executes a District provided Health Care Coverage Opt-Out Form, will be eligible to receive ~~\$400.00~~ **450.00** compensation per month. The member opting out can choose to receive the opt-out incentive compensation as taxable cash but may elect to contribute the incentive amount to a qualified health care account or retirement account subject to applicable access and contribution limit restrictions. The District will withhold any applicable payroll tax deductions associated with the opt-out incentive compensation. It is the member's duty to comply with any applicable health related account or retirement account qualification and contribution limits. The opt-out incentive compensation will be made on a monthly basis and cease for any month in which the District pays a group health care premium under the Contract for the employee.

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** beginning 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.

- B. Retirees and active employees will be billed on a tiered rate.

- ~~C. The choice and type of insurance plans 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. 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. Temporary teachers shall be eligible for insurance coverage the first of the month following their first date of employment.
- F. The District will provide a section 125 plan at no cost to the employees.
- G. Oregon Paid Family Medical Leave

~~Starting on September 1, 2023, Employer shall pay a maximum amount set by ORS 657B.150 contributions to the Oregon Paid Family Medical Leave Insurance as an employer provided benefit. For 2023, †~~ The District will contribute the employer portion of 0.40% of employees' gross wages; Employee will contribute the employee portion of 0.60% of employees' gross wages. Should these percentages increase in subsequent years, the District will continue to pay the required contributions set by ORS 657B.150. Should the district contribute to the 0.60% employee portion of the 1% Paid Family Medical Leave benefit for any other employee group (i.e. administrative, managerial, confidential, classified) ~~for the 2023-2024 contract year, then the bargaining unit shall receive the same percentage contribution toward their employee portion of the Paid Family Medical Leave obligation.~~

ARTICLE 22 MEMBERSHIP DUES

- A. 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. 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 to staff through federal dollars that are dedicated for professional development purposes.

- A. Beginning with the 2023-2024 school year, the District will budget \$5,000.00 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 \$20,000.00. Such funds are intended to be used to reimburse 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. Employees hired after 2007 are ineligible.

- B. 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 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~~ **pharmaceutical** insurance program at 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.

~~C. 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 – ~~2023-2024~~ **2026-2027**
The salary schedule for the ~~2023-2024~~ **2026-2027** school year shall be determined by increasing the ~~2022-2023 MOU HB 4030~~ **2025-2026** Salary Schedule base by ~~6~~ **3**.00%.
2. Salary Schedule – ~~2024-2025~~ **2027-2028**
The salary schedule for the ~~2024-2025~~ **2027-2028** school year shall be determined by increasing the ~~2023-2024~~ **2026-2027** Salary Schedule base by ~~5~~ **3**.00%.
3. Salary Schedule – ~~2025-2026~~ **2028-2029**
The salary schedule for the ~~2025-2026~~ **2028-2029** school year shall be determined by increasing the ~~2024-2025~~ **2027-2028** Salary Schedule base by ~~4~~ **3**.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 \$1,000.00 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 \$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.

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. New positions or positions that are not listed shall be paid the low curriculum rate per hour if another rate has not been bargained. These positions include but are not limited to National Honor Society, Junior Honor Society, Battle of the Books, Middle School Leadership, Annual/Newspaper, and miscellaneous curriculum positions.
- 2. ~~Beginning with the 2023/24 school year,~~ Special Education staff will receive a stipend of ~~\$1,500.00~~ **2,000.00**, paid in 12 equal payments, September through August.

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. Teachers who have document experience of 135 days or more, in a contracted teaching position, requiring a teaching license, will be granted one year of service. CTE Teachers, with relevant industry experience only, will be provided one (1) year of experience on the salary schedule for every two (2) full years completed in industry.

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 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 1/7th 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 1/5th 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. Unofficial transcripts 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~~ **do not** expire under Article 32, Term of Agreement.

ARTICLE 26
SITE COMMITTEES **COUNCILS**

- 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~~ **Council** 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~~ **Council** in carrying out its responsibilities. The ~~Committee~~ **Council** 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~~ **Council**, in cooperation with the District office, will, among its other functions, conduct during each school year a site-based decision-making orientation program, the purpose of which will be to explain the theory and practice of site-based decision making, and to provide training in the skills (e.g., group problem solving, consensus building) that are necessary to develop and implement effective site-based decision-making arrangements. This program will include a component for all administrators and employees.
4. Prior to the implementation of any major decision initiated by the site ~~committee~~ **council** which effects either program or people, the ~~Committee~~ **Council** will secure, by secret ballot and under rules established by the ~~Committee~~ **Council**, a 3/4 (75%) agreement of the affected teachers.
5. The Site ~~Committee~~ **Council** 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~~ **council** shall keep accurate minutes of its meetings and shall summarize those minutes and distribute the summary to staff.

ARTICLE 27 FEDERAL MANDATES

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

The following tasks 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.

Paraprofessionals may provide support to licensed teachers based on the duties outlined within their job description.

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 ~~2025-2026~~ **2028-2029** school year. No later than January 31, 2026~~9~~, 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.

For schools that provide vouchers, the following shall apply. If any teacher elects to participate, and is approved to do so by the Superintendent or designee, they shall be given the opportunity to use the voucher first.

If any teacher elects to not use all of 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 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 50% of the full contract days, or .5 of an FTE for each staff member.
 - 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 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 July 1, 2023⁶ through June 30, 2026⁹.

EXECUTION/SIGNATURES

Executed this 15-10th day of November June, 2023⁶, 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:

Julia Richardson, TREA Bargaining Chair

Pat Kelly, Chairman of the Board

President, SOBC

Casey Alderson, Deputy Superintendent

APPENDIX A
THREE RIVERS SCHOOL DISTRICT
~~2023-2024~~ 2026-2027
LICENSED SALARY SCHEDULE

All steps at 3.4% plus ~~6~~3.00% Cola

STEP	01 BA + 0	02 BA + 15	03 BA + 30	04 BA + 45	05 BA + 60	06 BA + 75
1	48,184.77	49,823.05	51,517.04	53,268.62	55,079.75	56,952.46
2	49,823.05	51,517.04	53,268.62	55,079.75	56,952.46	58,888.84
3	51,517.04	53,268.62	55,079.75	56,952.46	58,888.84	60,891.06
4	53,268.62	55,079.75	56,952.46	58,888.84	60,891.06	62,961.36
5	55,079.75	56,952.46	58,888.84	60,891.06	62,961.36	65,102.05
6	56,952.46	58,888.84	60,891.06	62,961.36	65,102.05	67,315.52
7	58,888.84	60,891.06	62,961.36	65,102.05	67,315.52	69,604.24
8	60,891.06	62,961.36	65,102.05	67,315.52	69,604.24	71,970.79
9	62,961.36	65,102.05	67,315.52	69,604.24	71,970.79	74,417.79
10	65,102.05	67,315.52	69,604.24	71,970.79	74,417.79	76,948.00
11	67,315.52	69,604.24	71,970.79	74,417.79	76,948.00	79,564.23
12	69,604.24	71,970.79	74,417.79	76,948.00	79,564.23	82,269.42
13	71,970.79	74,417.79	76,948.00	79,564.23	82,269.42	85,066.58
14	71,970.79	74,417.79	79,564.23	82,269.42	85,066.58	87,958.84
15	71,970.79	74,417.79	79,564.23	85,066.58	87,958.84	90,949.44
16	71,970.79	74,417.79	79,564.23	85,066.58	90,949.44	94,041.72

***Revised **5/4/2026**

MA (5% of BA + 0 Step 1)	\$2,142 \$2,409
PHD (10% of BA + 0 Step 1)	\$4,283 \$4,818
Prem Srv Stipend	\$1,000

THREE RIVERS SCHOOL DISTRICT

~~2024-2025~~ **2027-2028**

LICENSED SALARY SCHEDULE

All steps at 3.4% plus ~~5~~3.00% Cola

STEP	01 BA + 0	02 BA + 15	03 BA + 30	04 BA + 45	05 BA + 60	06 BA + 75
1	49,630.31	51,317.74	53,062.55	54,866.67	56,732.14	58,661.03
2	51,317.74	53,062.55	54,866.67	56,732.14	58,661.03	60,655.51
3	53,062.55	54,866.67	56,732.14	58,661.03	60,655.51	62,717.80
4	54,866.67	56,732.14	58,661.03	60,655.51	62,717.80	64,850.20
5	56,732.14	58,661.03	60,655.51	62,717.80	64,850.20	67,055.11
6	58,661.03	60,655.51	62,717.80	64,850.20	67,055.11	69,334.98
7	60,655.51	62,717.80	64,850.20	67,055.11	69,334.98	71,692.37
8	62,717.80	64,850.20	67,055.11	69,334.98	71,692.37	74,129.91
9	64,850.20	67,055.11	69,334.98	71,692.37	74,129.91	76,650.33
10	67,055.11	69,334.98	71,692.37	74,129.91	76,650.33	79,256.44
11	69,334.98	71,692.37	74,129.91	76,650.33	79,256.44	81,951.16
12	71,692.37	74,129.91	76,650.33	79,256.44	81,951.16	84,737.50
13	74,129.91	76,650.33	79,256.44	81,951.16	84,737.50	87,618.57
14	74,129.91	76,650.33	81,951.16	84,737.50	87,618.57	90,597.60
15	74,129.91	76,650.33	81,951.16	87,618.57	90,597.60	93,677.92
16	74,129.91	76,650.33	81,951.16	87,618.57	93,677.92	96,862.97

***Revised **5/26/2026**

MA (5% of BA + 0 Step 1)	\$2,249 \$2,482
PHD (10% BA +0 Step 1)	\$4,497 \$4,963
Prem Srv Stipend	\$1,000

THREE RIVERS SCHOOL DISTRICT

~~2025-2026~~ **2028-2029**

LICENSED SALARY SCHEDULE

All steps at 3.4% plus ~~4~~**3.00%** Cola

STEP	01 BA + 0	02 BA + 15	03 BA + 30	04 BA + 45	05 BA + 60	06 BA + 75
1	51,119.22	52,857.28	54,654.42	56,512.67	58,434.10	60,420.86
2	52,857.28	54,654.42	56,512.67	58,434.10	60,420.86	62,475.17
3	54,654.42	56,512.67	58,434.10	60,420.86	62,475.17	64,599.33
4	56,512.67	58,434.10	60,420.86	62,475.17	64,599.33	66,795.71
5	58,434.10	60,420.86	62,475.17	64,599.33	66,795.71	69,066.76
6	60,420.86	62,475.17	64,599.33	66,795.71	69,066.76	71,415.03
7	62,475.17	64,599.33	66,795.71	69,066.76	71,415.03	73,843.14
8	64,599.33	66,795.71	69,066.76	71,415.03	73,843.14	76,353.81
9	66,795.71	69,066.76	71,415.03	73,843.14	76,353.81	78,949.84
10	69,066.76	71,415.03	73,843.14	76,353.81	78,949.84	81,634.13
11	71,415.03	73,843.14	76,353.81	78,949.84	81,634.13	84,409.69
12	73,843.14	76,353.81	78,949.84	81,634.13	84,409.69	87,279.62
13	76,353.81	78,949.84	81,634.13	84,409.69	87,279.62	90,247.13
14	76,353.81	78,949.84	84,409.69	87,279.62	90,247.13	93,315.53
15	76,353.81	78,949.84	84,409.69	90,247.13	93,315.53	96,488.26
16	76,353.81	78,949.84	84,409.69	90,247.13	96,488.26	99,768.86

***Revised **5/26/2026**

MA (5% of BA + 0 Step 1)	\$2,339 \$2,556
PHD (10% of BA + 0 Step 1)	\$4,667 \$5,112
Prem Srv Stipend	\$1,000

APPENDIX B EXTRA DUTY RESPONSIBILITY INDEX

Extra duty responsibility index as of July 1, 2023⁶ is below. Individuals fulfilling duties may request that a new club or advisory position be added to the extra duty schedule by making an application with their building administrator; administrators may make a recommendation to appropriate parties for consideration, and the Association and District may bargain the placement or use the low curriculum rate.

<u>Index Percentage</u>	<u>Level</u>	<u>Extra Duty Position</u>
14%	Level A	High School Head Football Coach
		High School Boys/Girls Head Basketball Coach
		High School Head Track Coach
11%	Level B	High School Head Volleyball Coach
		High School Head Boys/Girls Soccer Coach
		High School Head Wrestling Coach
		High School Head Baseball Coach
		High School Head Softball Coach
		High School Head Cheerleading Coach (1x per school year)
		High School Head Band Instructor
9%	Level C	High School Assistant Volleyball Coach
		High School Assistant Football Coach
		High School Assistant Boys/Girls Soccer Coach
		High School Assistant Boys/Girls Basketball Coach
		High School Assistant Wrestling Coach
		High School Assistant Girls Wrestling Coach
		High School Assistant Track Coach
		High School Assistant Baseball Coach
		High School Assistant Softball Coach
		High School Head Cross Country Coach Boys and Girls (Full Teams)
		High School FFA/VoAg Instructor (Two separate contracts)
		High School Head Boys/Girls Golf Coach
		High School Tennis Coach
High School Head Swimming		
7%	Level D	Middle School Head Coach
		High School Vocational Coordinators (FBLA, DECA)
		High School Choir
		High School Annual/Newspaper
6%	Level E	Middle School Assistant Coach (1x Football, Volleyball, Basketball, Track)
		Middle School Band Director
		High School Leadership
		Drama Coach - Major
4%	Level F	Junior/Senior Prom
		Drama Coach - Minor
		Destination Imagination

The extra duty index percentage is applied to the **2025-2026** Certified Salary Schedule BA + 0 Step 1 salary base **of \$46,781.33**, to determine the extra duty compensation amount.

This extra duty salary index establishes the pay schedule for the extra duty positions included in the above schedule. The District is not committed to budget or otherwise pay for such positions unless the District has entered into an extra duty contract for such extra duty services.

EXTENDED PAY FOR POST-SEASON ACTIVITY

Head coaches and assistant coaches will be paid an additional stipend for OSAA-sponsored state athletic competitions at the rate of 10% of the coaches' extra duty pay per week of competition when the entire team participates.

Head coaches and the coach of the participating athlete will be paid an additional stipend for OSAA-sponsored state athletic competition at the rate of 7% of the coaches' extra duty pay per week of competition when individuals of the team participate (i.e. Track).

APPENDIX C EXTENDED CONTRACTS

Curriculum Rates

Category I Determined annually when state substitute rates are released.

Category II Determined annually when state substitute rates are released.

Activities Determined by the Classified salary schedule.

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 With the approval of the building administrator involved additional days may be used by counselors. Pay shall be at per diem.

