

COLLECTIVE BARGAINING AGREEMENT

between

JOHN DAY EDUCATION ASSOCIATION

and

GRANT SCHOOL DISTRICT NO. 3
Canyon City, Oregon

for

July 1, 2023 through June 30, 2025
RATIFIED June 21, 2023

Table of Contents

I.	STATUS OF AGREEMENT	5
II.	MANAGEMENT RIGHTS	6
III.	ASSOCIATION RIGHTS	7
IV.	COMPLAINT PROCEDURE	8
V.	NONDISCRIMINATION	9
VI.	EVALUATION OF LICENSED EMPLOYEES	10
VII.	RIGHTS OF PROFESSIONAL EMPLOYEES	11-12
VIII.	GRIEVANCE PROCEDURE	13-14
IX.	WORK YEAR	15
X.	WORK HOURS	16-17
XI.	FRINGE BENEFITS	18-20
XII.	COMPENSATION	21-22
XIII.	PAID LEAVES	23-26
XIV.	LEAVE WITHOUT PAY	27
XV.	MENTOR TEACHER	28
XVI.	LAYOFF AND RECALL	29-30
XVII.	SAVINGS CLAUSE	31
XVIII.	ASSOCIATION DUES	32
XIX.	JOB SHARE	33
XX.	PLAN OF ASSISTANCE	34
XXI.	REEMPLOYMENT OF RETIRED EMPLOYEES	35
XXIII.	SPECIAL EDUCATION CASELOAD MANAGEMENT	36
XXIV.	HARD TO FILL POSITIONS	36
XXIV.	DURATION AND TERMINATION	37
APPENDIX A: SALARY SCHEDULES		38-39
APPENDIX B: EXTRA-DUTY		40

**AGREEMENT BETWEEN GRANT SCHOOL DISTRICT NO. 3
AND
JOHN DAY EDUCATION ASSOCIATION**

This agreement is entered into by and between the Board of Education on behalf of Grant School District No. 3, Grant County, Oregon, hereinafter referred to as the district, and the John Day Education Association, hereinafter called the association, affiliated with the Oregon Education Association hereinafter called the OEA and the National Education Association, hereinafter called the NEA.

ARTICLE I - STATUS OF AGREEMENT

- A) The district recognizes the association as the sole and exclusive bargaining representative for all teachers, "as defined by Oregon Statute" employed in positions requiring licensure except that substitute teachers, teachers less than one-half (1/2) time, supervisory and confidential employees are excluded. Temporary teachers employed for less than ninety (90) continuous calendar days are specifically excluded from the bargaining unit. New employees appointed to positions as delineated above shall receive the benefits provided for herein upon commencement of active employment. There shall be no subcontracting of existing bargaining unit positions.
- B) This agreement shall modify, replace, or add to any policies, rules, regulations, procedures, or practices of the district, which are found to be contrary to or inconsistent with its terms.
- C) There shall be two (2) signed copies of the final agreement for the purpose of records. One (1) shall be retained by the district and one (1) by the association.

ARTICLE II- MANAGEMENT RIGHTS

A. The district, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights and authority, duties, and responsibilities conferred upon and invested in it by the laws and constitution of the State of Oregon. Such powers, rights, authority, duties, and responsibilities shall include but are not limited to the right to:

1. The executive management and administrative control of the school system and its properties and facilities;
2. Hire all employees and the right to determine their qualifications and the conditions of their continued employment or their discipline, suspension, dismissal, demotion, promotion or transfer;
3. The right of assignment and direction of work of all of its personnel, and to determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this agreement, and the right to establish, modify or change any work or business hours or days;
4. The unqualified right to establish the school calendar;
5. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules, and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein;
6. Adopt reasonable rules and regulations;
7. Determine the qualifications of employees;
8. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions, or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities;
9. Determine the placement of operations, production, services, maintenance, or distribution of work and the source of materials and supplies;
10. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations;
11. Determine the size of the management organization, its functions, authority, amount of supervision, and table or organization;
12. Determine the policy affecting the selection or training of employees providing such selection shall be based upon lawful criteria.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the district shall be limited only by the specific, written terms of this agreement and then only to the extent that such terms are in conformance with the constitution and the laws of the State of Oregon.

- B. Management rights described above are subject to bargaining over mandatory bargaining changes in working conditions.

ARTICLE III ASSOCIATION RIGHTS

A. Information: Upon request by the association, the district agrees to furnish to the association all public information necessary for its functioning as exclusive bargaining representative and the names and addresses of new employees (i.e. teachers). The association will reimburse the district for all costs incurred in the development and production of the same.

B. Release Time for Meetings:

1. The District shall grant employees who are designated representatives reasonable time to engage in the following activities during the public employee's regularly scheduled work hours without loss of compensation, seniority, leave accrual or any other benefits:

(a) Investigate and process grievances and other workplace-related complaints on behalf of the Association;

(b) Attend investigatory meetings and due process hearings involving represented employees;

(c) Participate in or prepare for proceedings under ORS 243.650 to 243.782, or that arise from a dispute involving a collective bargaining agreement, including arbitration proceedings, administrative hearings, and proceedings before the Employment Relations Board;

(d) Act as a representative of the Association for employees within the bargaining unit for purposes of collective bargaining;

(e) Attend labor-management meetings held by a committee composed of employers, employees and representatives of the Association to discuss employment relations matters;

(f) Provide information regarding a collective bargaining agreement to newly hired employees at employee orientations or at any other meetings that may be arranged for new employees;

(g) Testify in a legal proceeding in which the public employee has been subpoenaed as a witness; and

(h) Perform any other duties agreed upon by The District and the Association in a collective bargaining agreement or any other agreement.

2 The District may not reduce a public employee's work hours in order to comply with subsection (1) of this section except to prevent an employee from working unauthorized overtime hours.

ARTICLE III ASSOCIATION RIGHTS cont

- C. **School Facilities:** With prior approval from the building principal, school buildings may be used for association meetings at reasonable times. With prior approval of the building principal, the association shall also have the right to use school equipment. The association shall reimburse the district for out-of-pocket expenses arising from such use. Upon the completion of the staff meeting, members will have an additional ten (10) minutes reserved for Association meetings as needed. Attendance by staff during the period of such announcements shall be voluntary.
The Association shall have the right to meet with current employees during regular work hours at the employees' worksite to address grievances, complaints, and matters related to employment relations.
- D. **Representation:** Bona fide representatives of the association shall have the right to visit teachers during duty hours by prior arrangement with the building principal.
- E. **Bulletin Boards:** A portion of the existing bulletin boards in each faculty lounge shall be reserved for the exclusive use of the Association. Any materials posted on same shall bear the signature of the authorizing association official.
- F. **Mail Facilities:** The association shall have the right to use the inter-school mail facilities and school mailboxes, provided all such material is clearly identified as originating from the association.
- G. The Association shall have the right to use the District's computers and email system to communicate with bargaining unit members regarding Association business.
- H. The purpose of this article is to recognize the right of the association to represent teachers with respect to wages, hours, and conditions of employment in accordance with ORS 243.650.
- I. The district will grant the association and its members a total of ten (10) days paid leave for association business limited to those activities directly related to collective bargaining issues between the district and the JDEA or as needed to fulfill the requirements of JDEA or OEA leadership positions. JDEA or OEA will reimburse the district for the cost of substitute teachers.

ARTICLE IV – COMPLAINT PROCEDURE

A parent or guardian of a student attending a school in the district, or a person who resides in the district, a staff member, or a student who wishes to express a concern will first discuss the matter with the school employee involved in a timely manner. Complaints made directly to Board members or administrators prior to discussions with the employee should be referred to the affected employee and attempt to resolve it before moving to the next step unless the safety of students or other employees are in question. Refer to school board policy KL-AR (1) Public Complaint Procedure and KLD-AR - Complaints about School Personnel for further clarification of the process. The Association and Superintendent will mutually agree to which policy will be used if the issue is not resolved with the employee. Below is a basic outline of the steps of both policies if the complaint is not resolved with the employee.

The Administrator: Step One

If the individual is unable to resolve a problem or concern with the employee, the individual will file a written, signed complaint with the administrator within five working days of the employee's response. The administrator shall evaluate the complaint and render a decision within five working days after receiving the complaint. (A form is available, but is not required.)

The Superintendent: Step Two

If Step One does not resolve the complaint, within 10 working days of the written response from the supervisor, the complainant file a written, signed complaint with the superintendent or designee clearly stating the nature of the complaint and a suggested remedy.

The superintendent or designee shall investigate the complaint, confer with the complainant and the parties involved, prepare a report of their findings and conclusion, and provide the report in writing or in an electronic form to the complainant within 10 working days after receiving the written complaint.

The Board: Step Three

If the complainant is dissatisfied with the superintendent's or designee's findings and conclusion, the complainant may appeal the decision to the Board within five working days of receiving the superintendent's decision. The Board will review the findings and conclusion of the superintendent in a public meeting to determine what action is appropriate. The Board will use executive session if the subject matter qualifies under Oregon law. Appropriate action may include, but is not limited to, holding a hearing, requesting additional information, and adopting the superintendent's decision as the district's final decision. All parties involved, including the school administration, may be asked to attend such hearing for the purposes of making further explanations and clarifying the issues.

1. If the Board chooses not to hear the complaint, the superintendent's decision in Step Two is final
2. The Board will hold the hearing in executive session if the subject matter qualifies under Oregon law. The complainant shall be informed in writing or in electronic form of the Board's decision within 20 days from the hearing of the appeal by the Board. The Board's decision will address each allegation in the complaint and contain reasons for the district's decision. The Board's decision will be final.
3. The timelines may be extended upon written agreement between the district and the complainant.

ARTICLE V NONDISCRIMINATION

The association and the district affirm their adherence to the principles of free choice and agree that they shall not discriminate against any employee covered by this agreement because of age, race, religion, sex, national origin, or the presence of any physical handicap.

ARTICLE VI EVALUATION OF LICENSED EMPLOYEES

1. All employees will be evaluated in accordance with the District's evaluation policy. Provisions exist for additional evaluations at the request of the licensed employee or at the discretion of the administration.
2. A joint committee of an equal number of Association members and District administrators, not less than two (2) each, shall review annually the Evaluation Plan. No changes to the Plan shall occur unless recommended by this committee. The John Day Education Association shall elect the Association members of the committee.

ARTICLE VII- RIGHTS OF PROFESSIONAL EMPLOYEES

- A. **Just Cause:** No contract employee* shall be suspended, non-extended, or receive a written reprimand or oral reprimand if a conference summary is included in the personnel file without just cause. The foregoing shall not apply to suspension pending discharge as provided for in ORS 342.805-342.930 accountability for schools for the 21st-century law. Nor does it apply to the assignment or retention of extra-duty positions.
**A contract employee is one who has successfully completed a three (3) year probationary period.*
- B. **Disciplinary Meetings:** An employee shall be entitled to have a representative present, and to be advised of such under the provisions of this contract, at any meeting of an investigatory nature when requested by the employee. When a request for such representation is made, up to 5 working days will be given for the employee to obtain such representation. Teachers may not be represented by family members but may be represented by an elected official of the JDEA or the OEA. No action shall be taken with respect to the employee until such representation is present. Any dismissal of a contract teacher shall be in accordance with Oregon Statutes.
- C. **Student Grading:** No student grade assigned by the responsible teacher will be changed by the district as long as the grade(s) given is (are) consistent with district grading practice and is (are) supported by adequate documentation. In the event it has been proved that these guidelines have not been followed, the district shall retain the right to change a student's grade.
- D. **Personnel Files:** Employees shall have the right to review personnel files upon request during business hours as per ORS 342.850. All employee personnel records shall be considered confidential and access to these records shall be denied to the public and the media.
- E. **Criticism:** Criticism is any negative remark or complaint against an employee. Any criticism related to the teaching assignment of an employee by a supervisor, administrator, or other agents of the employer shall be made in confidence and never in the presence of students, parents of students, other employees, or at public gatherings. All critiques made shall be confidential.
- F. **Organizing:** Teachers shall have the right to organize, join, and assist the association, and to engage in other activities, individually or in concert for the purpose of establishing, maintaining, protecting, or improving conditions of professional service and the quality of the educational program.
- G. **Assignments:** Assignment changes are defined as grade-level changes at the elementary level. For the high school, an assignment change would be a change in four (4) blocks or more of an assigned subject. This does not apply when a teacher requests to change classrooms or assignments. Teachers shall receive their teaching and room assignments by mail at the last known address for the subsequent school year no later than ten (10) days prior to the first-day staff report back to work. Teachers who have a qualifying change in teaching assignment(s) as defined in this section shall receive up to two (2) days per diem to prepare for such assignment change, as per their needs.

ARTICLE VII RIGHTS OF PROFESSIONAL EMPLOYEES (CONTINUED)

- H. Position Vacancies: During the school year the District shall post, at an established location in each building, an announcement of any job opening within the District. Any current employee may apply for the job opening, and, if the employee meets the qualifications for the position, will be interviewed for the position. When school is not in session, vacancies will be posted in the District office.
1. The District reserves the right to interview both bargaining unit members and outside applicants and select the most qualified applicant, as determined by the District.
 2. If the District determines it necessary to amend an announcement of a job opening after it has been posted, the District will provide those employees who have formally applied notice of this change.
 3. All employees requesting a transfer to a vacancy, or new position, shall be notified within five (5) days of the position being filled.
- J. Emergency Licensed Teachers are on a one-year temporary contract. They will need to reapply for openings. These teachers' licenses are only good for one year at a time, they'll need to reapply through TSPC each year. They must complete their licensure program within 3 years, which includes completing a bachelor's degree and passing all necessary TSPC tests.
- K. Safe Working Conditions
The District will provide teachers with safe working conditions by complying with all state and federal health and safety laws. If a teacher is subject to physical or verbal abuse by students or parents including but not limited to harassment, intimidation, bullying, cyber-bullying, and menacing, the teacher may submit a complaint in writing to their immediate supervisor, and any such situation will be dealt with in accordance with Board Policies

ARTICLE VIII GRIEVANCE PROCEDURE

- A. Purpose: The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems relating to the administration of this agreement which may from time to time arise. The parties agree that these proceedings will be kept informal and confidential, consistent with the ultimate goal of resolving the grievance at each step of the grievance procedure.
- B. Definitions:
1. Grievance: An alleged violation of a specific provision of this agreement.
 2. Grievant: The person filing the grievance, or the association in a class grievance.
 3. Days: Teacher contract work days during the school year and days that the district office is open during the summer break.
 4. Class Grievance: A grievance which is filed by the association. Class grievances may be filed initially at step 2 by the association. Otherwise, the initiation, processing, and resolution of class grievances shall follow the identical procedures established for the resolution of grievances. The association shall identify a class grievance as such, at the time it is initiated.
 5. Occurrence: When grievant or association knew of or reasonably should have known of the violation.
- C. Grievance Format: Written grievances as required herein shall contain the following:
1. It shall be signed by the grievant or grievants;
 2. It shall contain a synopsis of the facts giving rise to the alleged violation;
 3. It shall cite the section or subsection(s) of this contract alleged to have been violated;
 4. It shall contain the date of the alleged violation;
 5. It shall specify the relief requested.
- D. 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 should be made to expedite the process. Time limits shall not be extended or modified except by written agreement of the parties hereto.
- The failure of the district to respond within the time limits set forth herein will constitute a rejection of the grievance at that level and thereby allow the association to take the grievance up at the next step within the time limit specified therein, if applicable. Failure of the association to comply with a time limit set forth herein shall constitute acceptance of the district's position on the matter.
- E. Representation: The grievant may be represented by himself/herself, or, at his/her option, by a representative of the association. No grievance shall be submitted to binding arbitration except by the association.

ARTICLE VIII- GRIEVANCE PROCEDURE (CONTINUED)

F. Procedure:

INFORMAL

1. Step One - Supervisor: The grievant, as defined above, shall, within ten (10) days of the occurrence of the grievance, discuss it with the supervisor, with the objective of resolving the matter informally. The supervisor shall have five (5) days in which to respond orally, including reasons, to the grievance.

FORMAL

2. Step Two - At the time of that response, if the grievant is not satisfied, the grievant will indicate their intent to proceed. The grievant will submit a written statement to the immediate supervisor within twenty (20) days following the occurrence of the grievance.

The written statement shall contain all items listed in Section C, Grievance Format, listed above.

The supervisor shall respond in writing to the grievant within ten (10) days; a copy of his/her response shall also go to the JDEA. Any and all attempts should be made to resolve misunderstandings at this level.

3. Step Three - Superintendent: If the grievant is not satisfied with the disposition of his/her grievance at Step Two, he/she may file a formal grievance, signed, and in writing with the Superintendent within five (5) days after the completion of Step One procedures. The written grievance shall follow the format listed in section C of this article. The Superintendent shall investigate the grievance. The Superintendent shall have five (5) days in which to respond in writing to the grievance.
4. Step Four - School Board: If the grievant is not satisfied with the decision of the Superintendent, the grievance may be presented to the board. The appeal to the board shall be by way of a letter from the grievant, which shall have all correspondence presented or received at prior steps attached to it. The letter shall be delivered to the Superintendent, as the agent for the board, within five (5) days of the date of the Superintendent's response to the Step Three grievance. The board will make a written response to the grievance within five (5) days after the next regularly scheduled board meeting.
5. Step Five - Arbitration: If the grievant is not satisfied with the decision of the board, the matter may be submitted to binding arbitration by submission of written notice to the district superintendent of intent to arbitrate within five (5) days of completion of Step Four procedures.

ARTICLE VIII GRIEVANCE PROCEDURE (CONTINUED)

1. Upon receipt of such notification, the parties shall have ten (10) days in which to mutually agree upon an arbitrator. If none is selected, either party may, within ten (10) additional days, request arbitration from the Oregon Employment Relations Board. The parties shall then be bound by the Voluntary Labor Arbitration Rules of the AAA in selecting an arbitrator.
2. The arbitrator so elected shall confer with the representatives of the board and the association and hold hearings promptly and shall issue his/her decision. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issue submitted. The decision of the arbitrator shall be submitted to the board and the association within thirty (30) days and shall be final and binding on both parties.
3. The arbitrator shall only have the authority to hear a grievance filed and processed in full compliance with the procedure outlined herein and shall not be empowered to add to, expand, or detract from the specific and express terms of this agreement.
4. The costs for the services of the arbitrator, including per diem expenses, if any, and travel and subsistence expenses, and the cost of any hearing room, will be borne equally by the board and the association. All other costs will be borne by the party incurring them.

G. Miscellaneous

1. 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 any of the participants.
2. Cooperation: The district shall cooperate in the investigation of a grievance and promptly furnish information or documents (other than documents that are otherwise exempt under Oregon public record statutes and/or Federal Privacy Act provisions) requested by the association in order to process the grievance.
3. Association Rights: The association shall have the right to be present and to state its view beginning at Step Two of the grievance procedure.
4. Written Decisions: All decisions of the grievance procedure after Step One (1) shall be in writing setting forth the decision and the reasons therefore and shall be transmitted as per the time indicated in each step to all parties involved and to the association.

ARTICLE IX - WORK YEAR

A. The teacher work year, to be assigned by the district shall be 176 working days.

The 176 work days shall include the following paid holidays:

Labor Day
Veteran's Day
Thanksgiving
New Year's Day
Martin Luther King, Jr. Day
President's Day
Memorial Day

B. It is the intent of the district that the established Christmas and Spring vacation periods shall be continued. In the event the district decides not to continue such vacation periods in the future, such change will be discussed with the association before the decision to make the change is finalized.

C. When schools are closed because of inclement weather, ice, snow, a heat index of over 100 degrees, an Air Quality Index of over 200, or other emergencies or hazardous conditions, employees shall not be required to report to work and will suffer no loss of pay or benefits. The district reserves the right to make up any lost time when schools are closed due to these conditions without additional compensation.

D. Teachers shall adhere to the daily schedule and shall make no commitments that will preclude their being present in their assigned responsibilities. Requests for exceptions must be submitted to their supervisor prior to the teachers' absence and/or late arrival/early leaving. Teachers shall not leave the campus to which they are assigned during class or preparation period, or normal working hours other than a lunch break, without the consent of their supervisor, or supervisor's designee.

ARTICLE X- WORK HOURS

- A. **Regular building hours** for teachers shall be *nine (9) hours per day and seven (7) hours on working Fridays*, inclusive of a duty-free lunch period of no less than thirty (30) consecutive minutes. Teachers may leave 30 minutes early if all district business is complete on Friday workdays.
- B. **Additional minutes are added per student day.** The allocation of the additional minutes as instructional time and/or preparation time will be dependent upon the specific school's instructional minutes to ensure our schools meet Division 22 Standards for the State of Oregon. The determined preparation time will not be used by the district administration to schedule required meetings.
- C. **Meetings, Activities, or Events Required Outside of Regular Workday**
1. Employees may be required to attend previously scheduled events, meetings, or activities outside their normally scheduled workday as directed by the building principal or designee. Attendance at up to three of these events may be required of all staff, with trade time given as compensation. A total of six hours of trade time for these events shall be credited to each employee at the beginning of each school year. The use of such trade time is defined in item 3 below. These required events shall be in addition to parent-teacher conferences. Such required events, meetings, or activities may be scheduled only by and through the building principal or designee, with as much advance notice as possible.
 2. The building principal or designee will designate each event, meeting, or activity under this section as one of the following:
 - a. one of the "up to four" required events, meetings, or activities which each teacher may be required to attend over the course of the year; or,
 - b. an event, meeting, or activity for which the teacher may elect to participate and will be given "trade time" as described in section 3 below; or
 - c. an event, meeting, or activity for which the teacher will be paid the per diem rate to compensate for the time.
 3. "Trade time" is an even exchange of time for the teacher's attendance at an event, meeting, or activity as described in 2a and 2b, above. Teachers may use their accrued trade time during their regularly scheduled prep time or at other times or other nonstudent contact hours excluding in-service days. Trade time shall not be utilized when a previously scheduled event, meeting, or activity has been scheduled during the workday. Teachers who have scheduled "trade time" shall not be denied the time if the event, meeting, or activity was not previously scheduled at the time of the trade time request. Teachers must notify the building principal of their use of trade time. Such trade time should be used during the academic year. However, if a teacher is unable to use all accumulated trade time during the academic year, trade time from one academic year may be carried over to the following academic year, not to exceed a balance of thirty-two (32) hours. Teachers will document the above time uses as prescribed by the District.

ARTICLE X- WORK HOURS continued

- a. Events scheduled outside of the normal work week (Monday through Thursday) and/or on holidays will be volunteer-only events for staff to attend. Exceptions to this are extra-duty positions.
 - b. Employees required to participate in multi-disciplinary team meetings or IEP meetings related to the formulation or implementation of special education services will receive advance notice, except in case of emergency.
- D. Building and program supervisors have the option of adjusting employee time schedules when it is in the best interest of the program and students' needs.
- E. Teachers who wish to teach a zero period class, one which is scheduled before the start of the school day, may either be compensated the equal amount of time during the regular work day or be paid at a rate of which they are currently paid per hour as determined by the salary schedule. It will be decided at the beginning of the term they teach zero hours and continue through the assignment. The assignment must be mutually agreed upon by the employee and District
- F. When all other options have been exhausted and adequate notice has been given, building administrators may assign teachers to cover another classroom during their regular prep period and will receive a stipend at the teacher's per diem rate of pay or comp time during non-student hours. When elementary teachers must combine classes, they will be compensated at the substitute rate in addition to their regular pay.
- G. Each building administrator will provide a calendar of dates for regularly scheduled meetings to the staff at the beginning of the year meeting may be subject to change.
- A. The calendar will provide for no more than two (2) staff meetings per month excluding professional development meetings; not to exceed one (1) meeting per week. Excludes leadership and schoolwide committees.
 - B. Administrators shall be reasonable in scheduling meetings and activities. Adequate notice of meetings and activities shall be provided to staff. Adequate notice is defined as seventy-two (72) hours or three (3) working days. Emergency meetings will not fall into this category.
 - C. Staff assigned to more than one (1) school will not be expected to attend more activities or meetings than a licensed employee assigned to just one (1) school.
- G. IEP Meetings All staff listed as invited to IEP meetings will be expected to be in attendance at such meetings without exception. No staff member shall be required to remain beyond the length of the normal workday due to IEP meetings. If a staff member is required to stay beyond contract hours they can flex their time with their administrators.
- I. Preparation Time During their regularly scheduled work hours self-contained classroom teachers will receive a minimum of 120 minutes of preparation per week during the 4 days students are present.

ARTICLE XI- FRINGE BENEFITS

A. Medical/Dental/Vision Insurance:

The district shall offer all medical/dental/vision plans offered by the Oregon Educator's Benefit Board. Either party may reopen at any time during the duration of this agreement to negotiate plan selection in order to mutually agree on a means to avoid or reduce taxes, penalties and/or fines. The district shall pay the "unit price" for the options chosen. Any eligible employee may "opt-out" of insurance at open enrollment period.

The district will pay a maximum of \$1,400 for the 2023-2024 school year and \$1,500 for the 2024-2025 for Medical/Dental/Vision insurance premiums for the duration this contract. Premiums beyond the cap are to be paid by the employee.

Subject to the rules and regulations of the insurance carrier, OEBC, and the IRS, eligible employees who maintain and provide proof of another employer-sponsored group health plan may opt-out of District sponsored health insurance coverage. Employees who opt-out of health insurance coverage, and who are otherwise eligible for full District contributions toward insurance premiums, shall receive 55% of the employee's maximum District insurance contribution as a contribution toward a District sponsored Health Reimbursement Arrangement (HRA). Employees who qualify for a full District cap and select a District sponsored health insurance package that costs less than the District's insurance cap will receive a monthly contribution to their Health Savings Account (HSA) equal to 100% of the difference between the District cap and the actual cost of the monthly insurance premium, or if ineligible for an HSA to the HRA.

- B. The District shall pay the 6% employee contribution to the Public Employees' Retirement System. If legislation is enacted to prevent the District from making the contribution on the employee's behalf, salaries shall be adjusted at that point in time by like amount less the percentage of payroll costs associated with such adjustment.
- C. **Life Insurance:** The district shall provide a \$50,000 life insurance policy, with double indemnity for accidental death or dismemberment for each employee working 35 hours or more per week. Those employees hired prior to 7/1/96 will be considered grandfathered in that the district will continue to pay full life insurance benefits.

Those employees hired after 7/1/96 and working less than 35 hours per week will be given a pro-rated amount towards the life insurance premium. The pro-rated amount will be given only if the balance is provided by the employee.

Any employee hired prior to 7/1/96 involuntarily reduced to below 35 hours per week will continue to receive full district-paid life insurance benefits.

ARTICLE XI- FRINGE BENEFITS (CONTINUED)

- D. The District will purchase ground and air life flight medical family insurance, for each certified employee working one-half time or more.
- E. Teachers not committed to returning to the district for the following year shall be covered under the provisions of the above only through September 30th of that year. Such employees may, however, subject to the approval of the insurance carrier, obtain at their expense, coverage under the established district medical and dental and vision plan for a limited time period. Teachers losing their position as a result of district action (Reduction in Force) shall receive insurance benefits as follows: Teachers not completing the full school year will receive ninety (90) days of their current benefits from the date of layoff. Those teachers completing the full school year will receive their current benefits to September 30th.
- F. Employees must work a minimum of one hundred forty (140) hours per calendar year to qualify for full benefits, with the exception of the summer months when the district will continue to pay the premium for eligible returning employees. Those employees hired prior to 7/1/96 will be considered grandfathered in that the employee will continue to receive full district-paid benefits.
- G. Mileage Reimbursement: The district shall reimburse district-required mileage at the IRS mileage rate in effect on July 1st of each year. This rate will remain the same for the entire school year.
- H. Employees can enroll under the optional benefit and insurance programs available through the Oregon Educators Benefit Board at the employee's expense. Program participation is subject to the provider's guidelines and regulations.
- I. Tuition Reimbursement: The district shall provide tuition reimbursement, according to the cost of the school/program attending for all certified employees, for up to six (6) quarter hours each year. The following shall apply to reimbursement:
1. Classes to be within the area of teaching assignment; or
 2. Classes must be Level 400 or higher and related to the methods, processes, strategies, or other aspects of their teaching area, or otherwise approved in writing by the Superintendent prior to taking the class.
 3. Classes outside numbers 1 and 2 above must have the approval of the building principal and Superintendent.
 4. Reimbursement requests will be honored for classes based on prior approval of the principal and Superintendent and money still available in the tuition reimbursement budget (line 2210). A copy of the transactions for the account will be available for JDEA's review.
 5. Teachers will apply for credits to be reimbursed (up to 6 quarter hours per year) prior to June 1st. Reimbursements will be distributed no later than June 30th. If, by June 1st, the total dollar amount applied for exceeds the annual budgeted amount of \$15,000 in the fund, those teachers applying will be refunded on a percentage basis.

ARTICLE XI- FRINGE BENEFITS (CONTINUED)

6. The district will not pay for any class for which other reimbursement or rate reduction has been paid, except that part of the said charge which was not covered by other reimbursement or rate reduction.
 7. Reimbursement shall be paid only for earned credit
 8. The teacher must be an employee of the district to receive reimbursement.
- A. If a licensed employee completes the necessary credits for advancement to a higher educational level on the compensation schedule, an adjustment in placement on the schedule, to be effective in the subsequent school year, will be made only if the licensed employee notifies the Superintendent/ or designee in writing prior to September 1 with proper verification of having successfully completed the additional course work prior to November 1st.
 - B. To move horizontally on the schedule, licensed employees must complete graduate coursework through a state-accredited university or college. Licensed employees must receive a "C" or better grade, or a "P" for pass/fail course work.
 - C. Horizontal movement on the schedule will be granted for District-offered training outside the workday under the following conditions:
 1. CTE educators twelve (12) hours of training equals one (1) credit hour.
 2. Each licensed employee can earn a maximum of forty-five (45) non-transferable credit hours during his/her tenure with Grant School District #3 with prior approval of the Superintendent.
 3. When utilizing in-district staff as presenters, the presenter will be compensated at the employees per diem subject to any COLA increases. Presenters are paid for hours of preparation and presentation based on administration approval with a minimum of one hour and prior approval of administration.
 4. Such internal credit hours earned in-district are not transferable.
- I. Miscellaneous
1. All licensed employees shall receive a complimentary pass for athletic activities for themselves, their spouse, and their children under 14 when accompanied by a parent. (Musical productions excluded from passes.) Misuse of passes will result in loss of the pass for the remainder of the school year. A second incident of misuse will cause permanent revocation of the pass.
 2. All licensed employees will be permitted to *leave at noon on non-student contact days and will suffer no loss of pay or benefits on the Fridays before a Monday holiday. This will include Labor Day, Veteran's Day, Martin Luther King Day, Memorial Day, and President's Day.*
 3. Child Care Incentive preferential placement for employees children based on open slots on a first come first serve basis in district childcare/preschool and staff will be notified one week in advance of open enrollment. Childcare expenses will be removed from taxable income using section 125.

ARTICLE XII- COMPENSATION

- A. The salary schedule attached hereto as "Appendix A" is, by this reference, incorporated herein. The rate provided for in said schedule shall be the established wage for all employees and shall be effective July 1, for contract years 2019-2023. Column headings on the salary schedule shall be as follows: BS/BA in progress, BA/BS; BA/BS + 24; BA/BS + 45; BA/BS + 60, MA/MS; BA/BS + 90, MA/MS + 30.
- B. **Salary Placement/Advancement:**
1. Teachers new to the district, who have performed contractual teaching responsibilities in the previous ten (10) years, will be placed on the salary schedule according to the level of education and the number of years of previous experience.
 2. Licensed teaching experience shall be cumulative and all contracted half-time or more experience shall be considered a full year of experience for initial salary placement and the accumulation of at least 700 documented hours in any continuous four (4) year period will be considered one (1) year experience.
 3. Community college teaching experience, university teaching experience, and Head Start teaching experience are counted as experience as long as the teacher is fully licensed. Career-related experience for CTE instructors will receive one year of experience for every two years in the field. The experience must match the equivalent of one calendar year. (CTE worked 7 months, would not be considered a full calendar year compared to teaching one year.)
 4. Effective July first of each year all teachers, except those on the top step of each column, shall receive a step increase.
 5. To move horizontally across the schedule, teachers must notify (in writing, which could include e-mail) the district of credits earned by Sept. 1 of each year.
- C. **Miscellaneous:**
1. Employees in the bargaining unit who are employed less than full-time will be paid a pro-rata portion of the applicable full-time salary.
 2. Teachers employed more than one hundred seventy-six (176) days will receive compensation in proportion to the extra time required, based on the normal load at current salary.
 3. Provisions regarding extra-duty contracts are attached in "Appendix B" and are, by this reference, incorporated herein for salary purposes only. No other provisions of this contract pertain to extra-duty contracts other than the requirements of PERS.
 4. Teachers shall receive their full summer pay in checks for June, July, and August on the last workday of the school year.
 5. Payment of additional monies beyond the basic contract amount as provided in "Appendix A" hereof shall occur only when one of the following conditions is met:
 - a. An employee is contracted for extra duty listed in "Appendix B" hereof.
 - b. An employee works additional days beyond the maximum specified above during the normal summer vacation period when called in by the building administrator. Such work will be compensated commensurate with the: pier diem rate.

ARTICLE XII COMPENSATION (CONTINUED)

- c. The Prospector Booster Club has contracted to work athletic events. In the event the Booster Club cannot fulfill this contract, both parties agree to a rate of \$25 per person per game shall be paid to the teachers taking these positions. This section shall not be construed so as to restrict, in any way, the use of unpaid employees, or volunteers at athletic events.
 - d. The district shall pay for curriculum development work assigned by their building administrator to be done outside normal work hours within the contract year at the employees per diem rate provided however, individual teachers may, by voluntary agreement, enter into an agreement with the district to do such work on a project or a per job basis at a rate other than an hourly rate as specified above.
 - e. Teachers required at the District's request to obtain specific licensure will be reimbursed in full for preapproved coursework necessary to obtain a license.
6. Teachers shall be paid on the 15th of each month except that:
- a. When a payday falls on a holiday or vacation paychecks shall be issued on the last workday preceding the holiday or vacation.

D. New Hire Incentive:

Properly licensed, newly hired on or after August 26, 2015 employees shall receive an additional incentive pay in their June paycheck during the first three years of employment upon renewal. The first year, employees shall receive \$2000 and the second and third-year employees shall receive \$1,000 each year. New first-year employees may choose to receive their bonus in their first paycheck. If the employee leaves before the end of the contract year the bonus will be deducted from their final paycheck. This does not include any employee who retires and is rehired in the same school year.

E. Retirement:

Teachers hired on or prior to August 25, 2015 and declare their intent to retire in writing by April 15 of the year preceding their final year will receive a ten percent (10%) increase in their salary the following year. To qualify, a teacher will need to have been employed by the district for a minimum of ten (10) years. The ten percent (10%) increase will be calculated using the teacher's highest salary received during that ten (10) year period of employment.

Teachers who do not notify the district of their intent to retire in writing by April 15 of the preceding year will receive their ten percent (10%) increase in a lump sum payment in their final paycheck.

ARTICLE XIII- PAID LEAVES

A. Sick Leave - All Leaves will follow State & Federal laws.

1. All teachers shall be granted ten (10) days (80 hours) sick leave or one day per month employed, whichever is greater. Sick leave for employees working less than full days will have their sick leave prorated on the basis of an 8-hour workday.
2. Total sick leave which can be accumulated by any teacher under this agreement shall not be limited.
3. A teacher who has accumulated sick leave during employment in another Oregon school district, shall, upon proper verification, be allowed to transfer to this district, a cumulative total of sick leave days or hours. The teacher shall be allowed to take up to 80 days, or 640 hours, of sick leave accumulated in another Oregon district. However, the accumulation shall not exceed that carried by the most recent employing district and shall not be effective until the employee has completed thirty (30) days with this district.
4. Temporary Disability Due to Pregnancy: Will follow state and federal laws.
5. Sick leave may be applied to absence caused by illness or injury of an employee or member of an employee's immediate family limited to the spouse, same-gender domestic partner, custodial parent, non-custodial parent, adoptive parent, foster parent, biological parent, parent-in-law, parent of a same-gender domestic partner, grandparent or grandchild of the employee, or a person with whom the employee is or was in a relationship of in loco parentis. It also includes the biological, adopted, foster or stepchild of an employee or the child of an employee's same-gender domestic partner. For the purposes of OFLA, an employee's child in any of these categories may be either a minor or an adult at the time serious health condition leave is taken. Sick leave may be used for medical, dental, or ocular appointments when absence during working hours for this purpose is authorized at least twenty-four (24) hours in advance by the Superintendent, or his/her designee. In any instance involving the use of a fraction of day's sick leave, the minimum charge to the employee's sick leave account shall be one-half (1/2) hour. If a substitute is required, the employee will be charged sick leave on the basis of the cost of the substitute. Substitutes are required to be paid one-half (1/2) day for any time worked up to and including one-half (1/2) day. Substitutes working anything beyond one-half (1/2) day are required to be paid a full day's pay. The employee taking sick leave will be charged sick leave on the basis of what is required to be paid to the substitute. The teacher may, at the discretion of the district, be required to furnish a certificate issued by a licensed physician or other satisfactory evidence of illness to the Superintendent, or his/her designee. Such certification shall not normally be required except when the absence has extended beyond five (5) days.

ARTICLE XIII- PAID LEAVES CONT

6. When a teacher will be absent from work due to illness, the employee shall give notice to the Superintendent, or the person designated by the Superintendent to receive such notice, not later than one hour prior to reporting time on the first day of illness unless circumstances beyond the control of the teacher prevent such notification. If the absence is for consecutive days, the Superintendent or designee shall be notified of the date of return, as soon as it is known.
 7. A teacher returning from any illness, whether or not sick leave benefits have been paid, may be required to submit to a medical examination or other medical evaluation at the expense of the district in order to establish medical fitness for the duties of the position, before returning to work.
 8. Sick leave because of an employee's physical incapacity will not be approved when the injury or illness is directly traceable to employment other than with the district. Sick leave benefits will be granted and charged to the employee's sick leave account, on a prorated basis, so as to pay the difference between the employee's regular base salary and his workers benefits received for as long as accrued sick leave is available when an employee suffers a compassable injury arising from employment with the district.
 9. When a member of the association has exhausted or soon exhaust their accumulated sick leave, they may ask the district for permission to use donated sick leave in the event of a medical emergency. If granted, the following conditions will apply:
 - a. School district employees may each donate up to 3 days of their accumulated sick leave for another association member for emergency medical leave.
 - b. Each employee who donates time must sign a release indicating the time donated is irrevocable.
- B. **Personal Leave:** Each employee shall accrue two (2) days (16 hours) leave per year, cumulative to five days (40 hours) for personal leave purposes. Employees working less than a full day shall accumulate personal leave on a percentage basis. Such leave, when taken, shall be requested twenty-four (24) hours in advance, in writing, and approved in advance. Approval of such leave is subject to the availability of substitutes and may be denied if the day(s) requested fall during the first or last two weeks of school, or the day preceding or following a holiday or vacation day. In any instance involving the use of a fraction of a day's personal leave, the minimum charge to the employee's personal leave account shall be one-half ($\frac{1}{2}$) hour. If a substitute is required, the employee will be charged a minimum of one-half ($\frac{1}{2}$) day of personal leave. Any time taken over four (4) hours on student contact days will require charging the employee a full day of personal leave.

ARTICLE XIII- PAID LEAVES (CONTINUED)

- C. At the end of each school year, any unused portion of a teacher's personal leave allotment over Twenty-four (24) hours shall be paid out at the current Oregon Substitute Teacher rate of pay. Employees must request a payout by May 1st to be included in the June check.
- D. Bereavement Leave: When a death occurs to a member of an employee's immediate family, the employee shall be granted the necessary time off. Employees will be compensated at their regular rate of pay for up to five (5) days. Employee's assigned days off shall be excluded in computing the five (5) consecutive days of bereavement leave. Compensation for bereavement leave shall be subject to the following limitations:
1. Members of an employee's immediate family are limited to: the spouse, same-gender domestic partner, custodial parent, non-custodial parent, adoptive parent, foster parent, biological parent, parent-in-law, parent of a same-gender domestic partner, grandparent or grandchild of the employee, or a person with whom the employee is or was in a relationship of in loco parentis. It also includes the biological, adopted, foster, or stepchild of an employee or the child of an employee's same-gender domestic partner. For the purposes of OFLA, an employee's child in any of these categories may be either a minor or an adult at the time serious health condition leave is taken.
 2. Proof of relationship and/or death may be required.
 3. Bereavement leave pay will not be granted for any day on which the employee is not scheduled to work.
- D. Emergency Leave Bank: The district shall deposit in the Emergency Leave Bank, each school year, a number of days equal to the total of one-half (½) day per teacher. However, the accumulated number of days in the Emergency Leave Bank shall at no time total more than a number of days equal to two (2) days per district teacher.

The Emergency Leave Bank will be administered by a team consisting of two (2) teachers (elected by the John Day Education Association), one (1) board member (appointed by the Board of Directors), the Superintendent, and a fifth team member representing the District to be selected by the Superintendent. This team's duty shall be to determine whether emergency leave will be with pay or without pay. If allowed with pay, that number of days will be withdrawn from the bank. If without pay, the salary for those days will be deducted from that individual's pay. When the emergency days in the bank have been depleted, no further emergency leave will be allowed with pay.

When verified as an actual emergency by the Emergency Leave Board, the district shall not deduct a teacher's last remaining personal leave day for the emergency.

ARTICLE XIII- PAID LEAVES (CONTINUED)

- E. **Professional Leave:** Upon written request, on the appropriate district form, the building principal will, with 48 hours notice, authorize the absence of each certificated employee for professional instructional purposes for one (1) day per year. Other days may be authorized at the discretion of the district; the employee will be notified in writing of acceptance or reason for refusal. When professional leave is granted, the employee shall also be granted one-half (½) day paid leave for travel time, if the professional day to be used is over 150 miles, one way, from John Day.

The district shall reimburse mileage at the IRS rate in effect on July 1st of each year when travel is required for such professional leave.

- G. **Legal/Jury Leave:** An employee who is required to serve upon a jury or to appear before a court as a subpoenaed witness (not as a party to the proceedings) shall have compensation reduced by the amount of compensation received. Employees will retain compensation for mileage, meals, and lodging. Employees, unless excused by their principal, must report to work promptly after the required appearance has terminated.
- H. Starting on January 1, 2023, The District and employees shall pay the required employee contributions to the Oregon Paid Family and Medical Leave Insurance as an employer-provided benefit according to state guidelines.
A [Employee] who receives a benefit under Workers' Compensation Insurance or Paid Family and Medical Leave Insurance may elect to use accrued sick leave to make up the difference between their benefits and their normal [salary/wage]. Upon receiving written notice of such an election, The District shall deduct and apply the number of accrued sick leave hours necessary to ensure that the employee receives their normal salary.

ARTICLE XIV - LEAVE WITHOUT PAY**A. Other Leave:**

1. The district may grant leave, without pay, for up to one (1) continuous school year for other leave, when such leave is found to be in the best interest of the District.
2. If request for other leave without pay is made during a school year, said leave may be granted for only as long as the remainder of that school year.
3. While on leave, the employee may elect to continue on the district benefits package at the member's own expense subject to the rules of the insurance carrier.

- B. In any instance involving use of a fraction of a day's leave without pay, the minimum deduction from the employee's pay shall be one-half (½) hour.

ARTICLE XV- MENTOR TEACHER

The district reserves the right to establish and discontinue a beginning teacher support/mentor teacher program subject to the following provisions:

1. No teacher shall be designated by an administrator as a mentor teacher unless willing to perform in that role.
2. No mentor teacher shall participate in the evaluation of a beginning teacher for purposes of action taken under ORS 342.805 to 342.955.
3. Mentor teachers will be compensated by stipend.
3. Lead Mentors will be compensated by stipend.
4. All mentors will receive a stipend for their work.

ARTICLE XVI - LAYOFF AND RECALL

1. The procedure for reducing educator positions resulting from the school district's lack of funds to continue its education program at the anticipated level or resulting from the District's elimination or adjustment of classes due to administrative decision shall be as provided in this section.

2. In determining educators to be retained when a school district reduces its staff under this section, the school district shall:

a. Determine whether educators to be retained hold proper licenses at the time of layoff to fill the remaining positions.

b. Determine the seniority of educators to be retained. Seniority shall be defined as commencing with the first working day the educator worked as a bargaining unit employee but excluded all time worked in positions outside the bargaining unit. Ties shall be broken by drawing lots.

c. Determine the educator's cultural or linguistic expertise as defined in ORS 342.934 (1)(b).

d. Determine the competency of educators, if necessary.

3. The District shall retain a qualified educator with cultural or linguistic expertise who has less seniority if the release of the less senior educator would result in a lesser proportion of educators with cultural or linguistic expertise compared to educators without cultural or linguistic expertise. When a qualified educator with cultural or linguistic expertise is retained, and the school district is determining which educators to retain who do not have cultural or linguistic expertise, the school district shall prioritize seniority. However, if the school district desires to retain an educator with less seniority than an educator being released under this section, the District shall determine that the educator being retained has more competence than the educator with more seniority who is being released.

All seniority is lost when there is both a severance of employment and a break in service; however, seniority is retained if a severance of employment and a break in service is due to a layoff. In such cases, employees so affected shall retain all seniority that has been accrued as of the effective day of layoff.

B. The district shall notify laid-off employees of a position opening by registered letter, return receipt requested, at their address of record as maintained in the Superintendent's office. Laid-off teachers shall have seven (7) calendar days from the date of receipt of such notification in which to indicate their acceptance or rejection of the position, and an additional fourteen (14) days therefrom in which to begin active employment.

If the teacher cannot be reached at the last known address (return to the district of a registered letter sent to address of record), or if the employee rejects any position offered to the employee for which the employee is certified, the employee shall forfeit all re-employment rights.

Teachers who wish to waive re-employment rights may do so by written notification to the district. Employees returning from layoff shall have all previously accrued sick leave and seniority reinstated, but shall not receive benefits for the period of the layoff. Employees who worked one-half ($\frac{1}{2}$) or more of the school year in which the layoff occurred shall be advanced to the next step on the salary schedule.

Employees who worked less than one-half ($\frac{1}{2}$) of the school year shall be placed on the same step they were on when the layoff occurred.

- C. Arbitration of any dispute over layoff and/or recall procedures shall be as provided by Oregon Statute.

ARTICLE XVII- SAVINGS CLAUSE

Should any article, clause, or provision of the agreement as per ORS 243.702, be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such article, clause, or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of the agreement.

ARTICLE XVIII- ASSOCIATION DUES

A. Association Dues

1. Dues Deduction Authorization

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 Grant School District #3 of bargaining unit members who have elected to have dues deducted from their paychecks and shall identify the dues to be deducted from each. The Association shall also notify Grant School District #3 when a bargaining unit member should no longer have dues deducted. Grant School District #3 shall enact dues deduction changes on the pay period following a notification.

2. Processing OEA/NEA Dues Deductions

Dues deductions shall be made monthly in an amount equal to one twelfth of annual dues, commencing with the month of September and continuing through the August pay period. Deductions for employees who join the Association after the beginning of the school year shall be prorated on a twelve-month proration schedule.

3. Processing John Day Education Association Dues Deductions

John Day Education Association dues shall be deducted from each member's paycheck for the full amount one time per year and shall be remitted to the John Day Education Association treasurer. The month will be selected by JDEA.

4. Remittance of Dues Checks

a. Data to OEA

After each pay period Grant School District #3 shall send the Association an Excel-compatible register of the NEA/OEA/John Day Education Association dues, including voluntary Association contributions, deducted from each member's paycheck.

b. Payment to OEA

After each pay period Grant School District #3 shall send to OEA, in a single payment, the combined NEA and OEA dues, including voluntary association contributions, deducted for the month.

c. Payment to John Day Education Association

John Day Education Association dues payments will be deducted and paid separately from OEA/NEA dues and shall be remitted to the John Day Education Association treasurer.

5. Indemnification

The Association agrees to indemnify, defend, and hold the District harmless from employee or former-employee claims, orders, or judgments against the district concerning the dues deductions procedures outlined in this agreement.

ARTICLE XVIII- ASSOCIATION DUES

B. Employee Information

1. Employee List Prior to the beginning of the school year Grant School District #3 shall provide when asked by OEA the OEA Membership Specialist an Excel-compatible database of each employee in the bargaining unit (both active members and non-members) that includes employee ID, the first date of service, FTE, classifications, or title, PERS classification, worksite and position on the salary schedule, residential address, and residential phone number. Whenever a new employee is hired into the bargaining unit or leaves the bargaining unit, Grant School District #3 shall note the employment change on the OEA/JDEA Transmittal Payroll Reconciliation and notify the Association within ten (10) of hire.

A. New Hire Contact Information

The District shall provide to the Association, in an editable digital file format agreed to by the Association, the contact information for each new hire, including name, phone numbers, work and home email addresses, and personal mailing addresses known by District. The District shall provide the required contact and employment information within 10 calendar days of the date of hire for newly-hired bargaining unit members.

B. New Hire Orientation

The Association shall have the right to meet with new employees for one hour at the employer orientation. If no employer orientation is held, the Association shall have the right to meet with every new employee for one hour within five (5) business days after the new employee's first day of work, without loss of pay or benefits.

ARTICLE XIX- JOB SHARE

Two individuals may group together and job share. A job share plan shall be submitted to the board by no later than the May board meeting for approval at the June board meeting.

Individuals job sharing shall receive all rights as if fully employed. Salary shall be pro-rata.

The district shall provide 100% of the fringe benefit package for a full-time teacher, to be divided or shared between the two job share employees.

Job sharing shall be voluntary.

ARTICLE XX - PLAN OF ASSISTANCE

- A. Plans of Assistance will only be used for identified teaching deficiencies.
- B. Plans of Assistance will be placed in the employee's personnel file.
- C. 2021-2023 State Teacher Education Association Collective Bargaining Agreement
 - For identified deficiencies, a Plan of Assistance will be mutually developed with the participation of the teacher. In the event that a teacher is unwilling to work on the development of the plan, the administrator will develop the plan with the support of another administrator.
 - 1. The teacher's supervisor will normally develop the plan of assistance; however, at the discretion of the administration, other administrators may be involved in the development and administration of the plan of assistance as deemed necessary and appropriate by the supervising administrator. The plan of assistance will be in effect for the period outlined in Subsection D of this Article and will provide the time needed for improvement before taking any dismissive action. The Plan shall include specific recommendations for means of improvement and suggestions of available sources of assistance.
- D. The Plan of Assistance is a formal process of supervision to focus on the improvement needed because of deficient performance as indicated by the most recent observation or evaluation report. A written Plan of Assistance is not a disciplinary document.
 - 1. A conference between the teacher and his/her supervisor will be conducted to discuss the Plan of Assistance. The Plan shall be in writing and will include the following:
 - a. A description of the deficiency/ deficiencies.
 - b. The specific correction/s that is/are expected to take place.
 - c. A plan for correcting the deficiency/(ies), criteria which will be used to ensure the correction(s), and timelines.
 - d. The specific assistance to be provided by the District and JDEA
 - e. Schedule of conferences with written progress reports.
 - f. The date by which the plan must be completed.
 - 2. For purposes of coaching to improve performance, a teacher may invite an administrator or another supervisor to participate in any of the scheduled observations and conferences, and provide personal or written feedback for the conference and/or report.

ARTICLE XXI - RE-EMPLOYMENT OF RETIRED EMPLOYEES

- A. District may, at its own discretion, offer a one-year contract to teachers wishing to retire under PERS and be re-hired.
- B. The district must receive written notice of intent to retire from the employee and a written recommendation from the employee's immediate supervisor prior to being considered for a one-year re-hire contract. The Superintendent and the board will then approve this request.
- C. Employees who choose to retire on or after December 31 of their current contract year may finish the current contract year at their current salary rate.
- D. Employees who retire and are re-hired forego all seniority rights.
- E. Employees hired back by the district will be placed at their current step level on the experience and education level attained upon retirement of the current year's salary schedule for the purpose of calculating annual salary.
- F. Re-hired employees are considered members of the bargaining unit represented by the John Day Education Association.
- G. **Benefits:**
 - 1. **Insurance.** Re-hired retirees may opt out of medical insurance based upon the restrictions of the insurance provider. No other benefits or compensation will be offered in lieu of the medical insurance.
 - 2. **Sick Leave & Personal Leave.** When an employee retires, all accumulated sick leave & personal leave is forfeited. Personal leave will be granted based on the amount offered annually through the collective bargaining agreement. Sick time will be granted based on Oregon Statute.
 - 3. All other benefits will be as per the contract agreement.
- H. District has the right to discontinue this practice at the end of each year.

ARTICLE XXIII -SPECIAL EDUCATION CASELOAD MANAGEMENT

Appropriately licensed and endorsed Special Education Teachers who are responsible for both instruction and writing IEP's shall be paid on the following schedule.

The stipend will be paid biannually (December and June) based on the actual number of finalized IEP's and/or eligibility documents and meeting completed during that time frame:

1-6 IEP's \$600

7-12 IEP's \$1000

13-18 IEP's \$1400

19-24 IEP's \$1800

25-30 IEP's \$2200

31-36 IEP's \$2600

37-42 IEP's \$3000

IEP's in excess of 42 will be paid at \$66 per IEP.

ARTICLE XXIV HARD-TO-FILL POSITIONS


Hard-to-fill positions shall be defined as positions which are frequently vacated and/or consistently draw a low number of qualified applicants. Currently, these positions include assignments that require credentials in the areas of Math, Science, Special Education and Spanish. A position that has received no applications after being listed for one year will automatically be deemed hard to fill. Hard-to-fill positions are eligible for up to five (5) years of support with an agreement between the District and JDEA

ARTICLE XXIV DURATION AND TERMINATION

- A. This agreement shall be effective, July 1, 2023 or upon the date of signing by both parties, whichever shall occur later, and shall remain in full force and effect through, June 30, 2025. After ratification, this agreement shall not be modified in whole or in part by the parties except by instrument, in writing, duly executed by both parties.
- B. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the district 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 collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time 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 district's direction and control.
- C. This agreement shall automatically be renewed from year-to-year and shall be binding for additional periods of one year unless either the district or the association gives written notice to the other, not later than October 1st next prior to the aforesaid expiration date of the agreement, of its desire to modify the agreement for a successive term or to terminate the agreement.

Ratified by John Day Education Association


on this twenty-first day of June, 2023



Chairman of Negotiation Team
John Day Education Association

Ratified by Board of Directors for Grant School District No. 3,

on this 21^h day of June 2023



Chairman of Negotiation Team
for Board of Directors

APPENDIX A: SALARY SCHEDULES

2023-24						
Cert Salary	BS/BA in Progress	BS/BA	BS/BA +24	BS/BA +45	BS/BA+60 (MS/MA)	BS/BA +90 (MS/MA+30)
0	\$41,279	\$43,244.	\$44,288.	\$45,353.	\$50,673	\$51,890.
1	\$42,608	\$44,637.	\$45,714.	\$46,813	\$52,304.	\$53,5622
2	\$43,980	\$46,074	\$47,186.	\$48,322.	\$53,988	\$55,2862
3		\$47,558.	\$48,705	\$49,878.	\$55,727	\$57,066.2
4		\$49,089	\$50,274	\$51,483.	\$57,521.	\$58,9044
5		\$50,670.	\$51,892.	\$53,142	\$59,373.	\$60,8014
6		\$52,302	\$53,564.	\$54,853	\$61,285	\$62,7584
7		\$53,986665	\$55,288.	\$56,619.	\$63,258.	\$64,780
8		\$55,724.	\$57,069	\$58,442.	\$65,295.	\$66,866.
9		\$57,518	\$58,906.	\$60,324.	\$67,398.	\$69,018
10		\$59,370	\$60,803.	\$62,266.	\$69,568	\$71,241.
11			\$62,760.	\$64,272.	\$71,808	\$73,535
12			\$64,782.	\$66,341.	\$74,1211	\$75,903
13					\$76,5071	\$78,346
14					\$78,970.	\$80,870
15					\$81,513.	\$83,474
16						\$86,162

	Salary Schedule	2024-25				
Cert Salary	BS/BA in Progress	BS/BA	BS/BA +24	BS/BA +45	BS/BA+60 (MS/MA)	BS/BA +90 (MS/MA+30)
0	\$42,723.	\$44,757.	\$45,838.	\$46,941	\$52,447	\$53,706
1	\$44,099.	\$46,198	\$47,313.	\$48,453	\$54,135	\$55,4367
2	\$45,519	\$47,687	\$48,837.	\$50,013.	\$55,877	\$57,221
3		\$49,222.	\$50,410	\$51,624	\$57,677	\$59,064
4		\$50,807	\$52,034	\$53,285	\$59,534.	\$60,966
5		\$52,443	\$53,708	\$55,001.	\$61,451	\$62,929
6		\$54,132.	\$55,438	\$56,773.	\$63,430	\$64,955
7		\$55,875.	\$57,222	\$58,600.	\$65,472	\$67,047.
8		\$57,673.	\$59,066.	\$60,487.	\$67,580.	\$69,206
9		\$59,531.	\$60,968	\$62,435.	\$69,757.	\$71,434
10		\$61,448.	\$62,931	\$64,445.	\$72,002	\$73,735
11			\$64,957	\$66,521	\$74,322.	\$76,108
12			\$67,049	\$68,663	\$76,715	\$78,560
13					\$79,185	\$81,089
14					\$81,734.	\$83,700
15					\$84,367.7	\$86,395
16						\$89,177

APPENDIX B EXTRA DUTY

A. HEAD COACHES, ASSISTANT COACHES, AND JUNIOR HIGH COACHES:

Group A: Head Coaches of all high school sports.

Group B: Assistant Coaches of high school sports.

Group C: Junior High Coaches.

B. ADVANCEMENT OF STEP PLAN:

1. Employees serving their first year as a head coach shall be paid at the first step rate.
2. Coaches not already at the top step of the range shall advance one step for each successive year of such service.
3. All coaches will be placed according to the number of years of coaching experience in that sport in the district. Coaches who transfer in will be placed by the administration.

Extra Duty Positions and Post Season

Activity	Pay rate	Maximum Number of positions that will be paid with full funding	Maximum number of weeks of extra pay	% of extra contract salary paid per week
FBLA	\$1885	One (1)	One (1) National	9%
Dance Team	Lane A	One (1)	One (1)	9%
Cheerleading	Lane C Step 1	One (1)	One (1)	9%
Concert/pep Band	\$3280	One (1)	One (1)	9%
Drama	\$1967	One (1)		
Yearbook	\$1561/\$3121w/o a class	One (1)		

Sport	Maximum Number of positions that will be paid with full funding High school	Maximum Number of positions that will be paid with full funding Jr. High	Maximum number of weeks of extra pay. HS only.	% of extra contract salary paid per week. HS only
Football	Three (3)	Two (2)	Four (4)	9%
Volleyball	Two (2)	One (1)	Two (2)	9%
Basketball	Four (4)	Two (2)	Two (2)	9%
Wrestling	Two (2)	One (1)	Two (2)	9%
Soccer	One (1)	Zero (0)	One (1)	9%
Track	Three (3)	Two (2)	One (1)	9%
Baseball	Two (2)	Zero (0)	Two (2)	9%
Softball	Two (2)	Zero (0)	Two (2)	9%
Cross Country	One (1)	One (1)	One (1)	9%
Golf	One (1)	Zero (0)	One (1)	9%

Academic Stipends	pay rate	number of positions
QPR Suicide prevention Coordinator	\$1200 per year	1
Sped Testing	\$1191 per semester	3
Lead mentor	\$ 1200 per year	1
Leadership Team member	\$1000 per year	6 per school
Seneca Head teacher	\$3500 per year	1
Humbolt Head teacher	\$1000 per year	1

Clubs	Pay rate	Minimum student participants	Minimum hours of student contact time
Teacher-led clubs	\$450 per 9 weeks	At least 5 students	2 hours per week

Specialty areas

Based on an approved schedule of extra hours the following duties will receive extra pay. The extra hours will be paid at an hourly per diem basis.

- Special Ed director receives up to 31 days (248 hours)
- Athletic Director up to 50 Days (400 hours)
- FFA advisor up to 31 they must turn in timesheet for additional days (248 hrs)
- Dean of Students will receive up to 31 Days (248 hours)
- Career Coordinator/ Academic Advisor will receive up to 31 Days (248 hours)
- Head Teacher will receive sub days in addition to a stipend.
- Behavior interventionist/Counselor receives up to 31 days (248 hours)

* Timesheets must be submitted for days worked.

C. EXTRA-DUTY CONTRACTS:

EXTRA-DUTY/COACHING CONTRACTS in and of themselves do not require an individual to be licensed through the Teacher Standards and Practices Commission. As such, these positions are considered by Grant School District #3 Board of Directors to be temporary in nature.

1. Teacher under contract may apply for extra-duty assignments. All extra-duty contracts will be on separate contract.
2. Teachers and/or coaches on extra-duty assignments who wish to be relieved of those extra duties must request this in writing, stating the specific reasons.
3. Coaches/Advisors shall adhere to the daily schedule and shall make no commitments which will preclude their being present in their assigned responsibilities. Requests for exceptions must be submitted to their supervisor, and must be approved, prior to an absence and/or late arrival/early leaving.
4. Extra-Duty and Coaching positions are assigned on a year to year or sport seasons to sport season basis. Individuals assigned such a position are not guaranteed that position for the next year.
5. Non-certified coaches and extra-duty personnel are not a part of this bargaining unit. Coaching and extra-duty are short term in nature.
6. Extra-duty activity or sport contracts added to the program will be placed by administration at a comparable pay rate. Selection process will follow district hiring standards.

2023-24

Extra-Duty Salary Schedule

GRANT SCHOOL DISTRICT #3

Percent across 15% 62%
Percent down 3% 3% 6%

Lane →	A	B	C
Step ↓ 0	4,658.85	4,050.90	2,501.10
1	4,798.50	4,172.70	2,651.25
2	4,942.35	4,297.65	2,809.80
3	5,091.45	4,426.80	2,978.85
4	5,243.70	4,560.15	3,157.35
5	5,401.20	4,696.65	3,346.35
6	5,562.90	4,837.35	
7	5,729.85	4,982.25	
8	5,902.05	5,132.40	
9	6,078.45	5,285.70	
10	6,261.15	5,444.25	

2024-25

Extra-Duty Salary Schedule

GRANT SCHOOL DISTRICT #3

Percent across 15% 62%
Percent down 3% 3% 6%

Lane →	A	B	C
Step ↓ 0	4,891.79	4,253.45	2,626.16
1	5,038.43	4,381.34	2,783.81
2	5,189.47	4,512.53	2,950.29
3	5,346.02	4,648.14	3,127.79
4	5,505.89	4,788.16	3,315.22
5	5,671.26	4,931.48	3,513.67
6	5,841.05	5,079.22	
7	6,016.34	5,231.36	
8	6,197.15	5,389.02	
9	6,382.37	5,549.99	
10	6,574.21	5,716.46	