

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

JEFFERSON COUNTY SCHOOL DISTRICT NO. 4

AND

CULVER EDUCATION ASSOCIATION

2020-2023

TABLE OF CONTENTS

ARTICLE	NAME	PAGE
ARTICLE 1	<i>Recognition</i>	3
ARTICLE 2	<i>Grievance Procedure</i>	3
ARTICLE 3	<i>Association Rights & Privileges</i>	5
ARTICLE 4	<i>Management Rights</i>	6
ARTICLE 5	<i>Employee Licenses</i>	7
ARTICLE 6	<i>Complaints</i>	7
ARTICLE 7	<i>Layoff and Recall</i>	7
ARTICLE 8	<i>Nondiscrimination</i>	8
ARTICLE 9	<i>Representation</i>	8
ARTICLE 10	<i>Grading</i>	8
ARTICLE 11	<i>Criticism</i>	8
ARTICLE 12	<i>Personal Freedom</i>	8
ARTICLE 13	<i>Evaluation</i>	8
ARTICLE 14	<i>Personnel File</i>	9
ARTICLE 15	<i>Dues and Payroll Deductions</i>	9
ARTICLE 16	<i>Work Year/Calendar</i>	9
ARTICLE 17	<i>Teacher Preparation Time</i>	10
ARTICLE 18	<i>Teaching Assignments</i>	10
ARTICLE 19	<i>Vacancies</i>	10
ARTICLE 20	<i>Holiday Early Release</i>	10
ARTICLE 21	<i>Inclement Weather</i>	11
ARTICLE 22	<i>Just Cause</i>	11
ARTICLE 23	<i>Liability Insurance</i>	11
ARTICLE 24	<i>PERS</i>	11
ARTICLE 25	<i>Maintenance of Classroom Control</i>	11
ARTICLE 26	<i>Reimbursement</i>	12
ARTICLE 27	<i>Leaves</i>	12
ARTICLE 28	<i>Sick Leave Bank</i>	14
ARTICLE 29	<i>General Provisions</i>	15
ARTICLE 30	<i>Strike/Lockout</i>	15

ARTICLE 31	<i>Probationary Employees</i>	15
ARTICLE 32	<i>Fringe Benefits</i>	15
ARTICLE 33	<i>Worker's Compensation</i>	16
ARTICLE 34	<i>Salary Schedule</i>	16
ARTICLE 35	<i>Tuition Reimbursement</i>	17
ARTICLE 36	<i>Placement on the Salary Schedule</i>	17
ARTICLE 37	<i>Stipend for Mentoring Student Teachers</i>	18
ARTICLE 38	<i>Rehire of Retired Employees</i>	18
ARTICLE 39	<i>Duration</i>	19
	<i>Memorandum of Agreement: 21-22 & 22-23 Language & Funding</i>	20
APPENDIX A	<i>Salary Schedules/Indexes: 2020-2021</i>	21
APPENDIX B	<i>Extra Duty Salary Schedules: 2020-2021</i>	22
APPENDIX A	<i>Salary Schedules/Indexes: 2021-2022</i>	23
APPENDIX B	<i>Extra Duty Salary Schedules: 2021-2022</i>	24
APPENDIX A	<i>Salary Schedules/Indexes: 2022-2023</i>	25
APPENDIX B	<i>Extra Duty Salary Schedules: 2022-2023</i>	26
APPENDIX C	<i>Extra Duty Experience</i>	27
APPENDIX D	<i>Extra Duty-Per Event Pay</i>	28

ARTICLE 1 **RECOGNITION**

The School Board representing the citizens of Culver School District No. 4, Jefferson County, hereinafter referred to as the "District" or "Board," recognizes the Culver Education Association hereinafter referred to as the "CEA" or "Association," as sole and exclusive collective bargaining representative for all licensed teachers employed by the District with the exception of substitutes, temporary teachers and administrators. A temporary teacher, for purposes of this provision is any teacher hired into a position designated as temporary by the District, where there is a need to fill in for a teacher expected to return to that position or where such assignment is based on short term funding or a short term workload. If the assignment of a temporary teacher extends beyond one (1) calendar year, the temporary teacher will become part of the bargaining unit; except that temporary teachers accrue no seniority and have no layoff and recall rights when their temporary assignment ends.

ARTICLE 2 **GRIEVANCE PROCEDURE**

GENERAL

A grievance, for purposes of this Agreement, is defined as an alleged violation of a specific provision of this Agreement.

"Calendar day" for purposes of this article shall not include spring, winter or Thanksgiving breaks; but does include summer break.

All meetings and hearings under this procedure shall be kept informal and private, and shall include only such parties in interest and/or designated representatives as referred to in this Article. To the extent allowed by Oregon law, all information relative to the grievance and resolution accomplished via the procedure shall be considered exempt from public disclosure in an effort to assure confidentiality to the employee.

Failure to submit a grievance in accordance with the time limits set forth herein shall constitute abandonment of the grievance. Failure of the District to respond within the prescribed time limits allows the grievance to advance to the next level.

LEVEL ONE – IMMEDIATE SUPERVISOR

Informal: The grievant shall first discuss the grievance with the immediate supervisor with the objective of resolving the matter informally.

Formal: If the grievance is not resolved informally, it shall be reduced to writing by the grievant who shall submit it to the supervisor within fourteen (14) calendar days after the facts upon which the grievance is based first occur or first become known to the employee. Included in the written grievance shall be:

1. A statement of the grievance and the facts upon which it is based.

2. The article or articles and sections thereof alleged to have been violated.
3. Specifically, how the facts alleged violated the Agreement.
4. The remedial action requested.

The supervisor shall render a decision in writing within ten (10) calendar days following the submission of the written grievance.

LEVEL TWO – SUPERINTENDENT

If the grievant is not satisfied with the disposition of the grievance at Level One, the grievant must file the grievance in writing with the Superintendent within ten (10) calendar days after the decision at Level One. The Superintendent may meet with the grievant. Within ten (10) calendar days after receiving the written grievance, the Superintendent will render a decision in writing.

LEVEL THREE – DISTRICT SCHOOL BOARD

If the grievant is not satisfied with the decision at Level Two, within ten (10) calendar days after receipt of the Superintendent's response at Level Two, the grievance may be appealed in writing to the District School Board of Directors. The Board shall schedule a meeting to hear the arguments of the grievant or the grievant's union representative. Within ten (10) calendar days following the hearing, the Board of Directors shall render a decision in writing.

LEVEL FOUR – ARBITRATION

If the grievant is not satisfied with the decision at Level Three, within ten (10) calendar days after receipt of the Board's response at Level Three, the grievance may be appealed to arbitration by the Association.

Within ten (10) calendar days after such written notice of the appeal to arbitration, the Superintendent and the Association will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten (10) day period, a request for a list of seven (7) arbitrators may be made to the Oregon Employment Relations Board by either party. The parties may mutually agree to request arbitrators who reside or maintain an office in Oregon. The parties will then be bound by the AAA Rules in the selection of an arbitrator.

The arbitrator selected will hold a hearing promptly and will issue a decision not later than thirty (30) days from the date of the close of the hearing. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted to the Board and the Association and will be final and binding upon the parties.

The arbitrator shall not add to, subtract from, modify, or amend any terms of this Agreement. The arbitrator shall have no power to substitute his/her discretion for that of the Board in any manner not specifically contracted away by the Board. The decision of the arbitrator within the scope of his/her authority shall be binding on the parties.

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.

REPRESENTATION

Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a representative selected or approved by the Association. The Association shall have the right to be present and to state its view at all stages of the grievance procedure.

REPRISALS

No reprisals of any kind shall be taken by the Board, by any member of the administration or by any employee or the Association against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

ARTICLE 3 **ASSOCIATION RIGHTS AND PRIVILEGES**

Association rights and privileges shall include but not be limited to:

A. **USE OF SCHOOL BUILDINGS**

The Association and its representatives shall have the right of access to school buildings for any purpose, providing there is not a significant expense to the District or interference with the regular school program or events. The Superintendent shall be notified of Association presence.

B. **USE OF SCHOOL EQUIPMENT**

The Association shall have the right to use school equipment, normally accessible to bargaining unit members, at reasonable times, when such equipment is not otherwise in use. 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.

C. **BULLETIN BOARD**

The Association shall be provided space in the staff room to post association material.

D. **MAIL BOXES AND ELECTRONIC MAIL**

The Association may use the district's mailboxes to distribute material to the bargaining unit members. In compliance with ORS 260.432, the Association agrees not to use District mail boxes or e-mail systems for any political campaign purposes, including providing material for or against particular candidates, initiatives or measures, or in any way otherwise prohibited by law.

E. **RIGHT TO SPEAK AT MEETINGS**

The Association shall have the right to make brief announcements at staff/faculty meetings.

ARTICLE 4
MANAGEMENT RIGHTS

Nothing in the Agreement shall be construed to impair the right of the District to conduct any or all aspects of its affairs and activities in any and all particulars, except as expressly and specifically modified within the terms and provisions of this working Agreement.

Without limiting the generality of the foregoing (paragraph one), it is expressly recognized that the Board's operational and managerial responsibilities include, but are not limited to:

1. The right to determine the location and the number of schools and other facilities of the school system.
2. The determination of the financial policies and practices of the District, including the general accounting procedures, methods of inventory of supplies and equipment, management of bids and purchasing of materials and services and other spending.
3. The determination of management, supervisory or administrative organization and staffing of each school or facility in the system and the selection or promotion of employees to supervisory, management, or administrative positions.
4. The maintenance, control, and use of the school system properties and facilities.
5. The determination of safety, health, and property protection policies and practices.
6. The right to enforce policies, rules, and regulations now in effect and to establish new policies, rules, and regulations.
7. The management, direction, arrangement, and evaluation of the work force in the school system, including the right to hire, transfer, promote, demote, evaluate, suspend, discharge, or discipline employees.
8. The creation, combination, modification, or elimination of any teaching or other positions.
9. The determination of the size of the work force, the allocation and assignment of work and positions to employees, the determination of policies and practices affecting the selections of employees, the establishment of selection standards and criteria, work performance standards, training requirements and the right to judge employee performance and conduct.
10. The approval and authorization of the processes, content, techniques, methods, and means of teaching and the subjects and curriculum to be taught.
11. The right to schedule and assign all work and to approve and authorize textbooks, teaching aids, and other materials.

ARTICLE 5
EMPLOYEE LICENSES

All bargaining unit members are to remain currently licensed in the State of Oregon in the subject/class area of instruction for which they are responsible. Specifically excluded from this paragraph is the teacher who is licensed in the State of Oregon, teaching outside his/her area of licensure, but doing so in accordance with the current Oregon licensure requirements.

ARTICLE 6
COMPLAINTS

- A. A complaint is a criticism made against a member of the bargaining unit.
- B. In the event that the administrator involved feels that a complaint is likely to result in disciplinary action being taken against a bargaining unit member, the member will be entitled to a conference with the administrator before any disciplinary action is taken. The member shall be provided the specifics of the complaint prior to the conference. If the complaint is in writing, the member shall be provided a copy unless the complainant demands anonymity.

If the complainant demands anonymity, the member shall not be provided a copy of the complaint, but the administrator will not take disciplinary action unless the specifics of the complaint are independently substantiated. Documentation of the independent substantiation will be provided to the member in such cases.

- C. The member shall be entitled to representation by the Association at all meetings under this Article.

ARTICLE 7
LAYOFF AND RECALL

The District agrees to follow the layoff requirements set forth in the Oregon Revised Statutes.

Recall shall be in reverse order of layoff unless the District determines that recall out of reverse order is necessary based on competence or merit as those terms are defined in ORS 342.934.

ARTICLE 8
NONDISCRIMINATION

The District or Association will not illegally discriminate against any bargaining unit member based on the employee's race, color, religion, marital status, political beliefs, national origin, sex, age, or disability.

ARTICLE 9
REPRESENTATION

In conformance with Oregon law, a bargaining unit member shall be entitled to have a representative of the Association present during any meeting which might reasonably be expected to lead to disciplinary action.

ARTICLE 10
GRADING

The teacher shall maintain the primary responsibility to determine grades and other evaluations of students. Only the Superintendent can change the grade of a student after informing and consulting with the teacher involved.

ARTICLE 11
CRITICISM

Supervisors, administrators, or Board members shall use discretion and shall avoid criticism of bargaining unit members, especially in the presence of students, parents, or other bargaining unit members or in public gatherings. Bargaining unit members will use similar discretion in their criticisms of supervisors or administrators. Communications of criticism between administrators and bargaining unit employees shall not be made in a public setting.

ARTICLE 12
PERSONAL FREEDOM

The personal, religious, or political life of an employee is not a matter of appropriate concern of the Board except when such a factor negatively affects the employee's performance or significantly impairs the District's reputation and integrity.

ARTICLE 13
EVALUATION

Teachers will be evaluated in accordance with the District's evaluation policy. When observations are reduced to writing, they will be scheduled for discussion with the teacher by the end of the fifth working day following the observation.

ARTICLE 14
PERSONNEL FILE

- A. Employees shall have the right to view the contents of their personnel file and to receive copies of any materials therein.
- B. An employee shall be entitled to have a representative of the Association accompany him/her during such review.
- C. No reprimands, suspensions, or complaints shall be placed in an employee's personnel file unless the employee has had an opportunity to review the material. An employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof.
- D. The employee will also have the right to submit a rebuttal to any negative material and such rebuttal shall be attached to the material.

ARTICLE 15
DUES AND PAYROLL DEDUCTIONS

- A. Upon appropriate written request from the bargaining unit member, the District shall deduct from the salary of a bargaining unit member, and make appropriate remittance, for the following deductions:
 - 1. Association Dues
 - 2. Credit Union
 - 3. District-approved TSA's
 - 4. Insurance (*bargaining unit member's portion*)

ARTICLE 16
WORK YEAR/CALENDAR

All contracts will be based on nine and one-half months or 190 contract days, unless otherwise stipulated by mutual agreement between the Board and the members being offered the extended or shorter contract. The work year shall include seven (7) holidays, plus inservice, conference, workdays, and student contact days as determined by the Board. Extended or shorter contracts shall be prorated from the individual teacher's 190-day salary.

The salary information portion of this agreement represents the amount to be paid members of the CEA for full-time employment. Regular, part-time employees shall receive a prorated salary determined by their full-time equivalency multiplied by their placement on the salary schedule.

ARTICLE 17
TEACHER PREPARATION TIME

The District recognizes the importance of teacher preparation time and will endeavor to provide each teacher with adequate preparation time during student contact time. The following are intended as guidelines that represent the current allocations of teacher preparation time:

1. Elementary – At least 240 minutes weekly.
2. Middle School – At least 240 minutes weekly
3. High School – An average of 240 minutes weekly

ARTICLE 18
TEACHING ASSIGNMENTS

Teachers will be informed as of the last workday of a school year of their assignment for the following year. This shall not preclude the District from making further changes during the summer for reasons such as resignation, leave requests, changes in enrollment, or similar reasons as determined by the District. If a teacher's assignment is changed, the teacher will be notified of the revised assignment as soon as the decision has been made.

Teachers assigned by an administrator to teach a class or classes for another teacher, shall be paid for each such class on a prorated basis. Teachers required by an administrator to move to a different classroom for a reason other than a change of assignment initiated by the teacher shall be paid for one (1) additional day of work on a prorated basis.

ARTICLE 19
VACANCIES

- A. Notice of a vacant position, which the District intends to fill, will be given to the Association president and posted in the faculty/staff room for a minimum of seven (7) calendar days before the position is filled.
- B. If a vacancy occurs during the summer, teachers who have expressed an interest in the position to the superintendent, in writing, shall be notified by mail of the vacancy. To facilitate notification, the teacher will submit three (3) self-addressed envelopes or a summer e-mail address along with their written notice of interest. These teachers shall have seven (7) calendar days from the mailing date to make application.

ARTICLE 20
HOLIDAY EARLY RELEASE

When schools are closed early on the last day of school preceding the Thanksgiving and Christmas holidays, bargaining unit members shall be permitted to leave immediately after buses depart and will suffer no loss of pay or benefits.

ARTICLE 21
INCLEMENT WEATHER

On regularly scheduled student-teacher contact days when students are not required to attend school because of inclement weather, the teacher will not be required to report. Such days not worked shall be without loss of pay; however, the District may, at its discretion, require the same number of days lost to be worked at some later time in the year without additional pay.

ARTICLE 22
JUST CAUSE

No bargaining unit member will be issued a written reprimand or suspended from work without pay without just cause. Specifically excluded from this provision are:

1. Oral reprimands.
2. Dismissals or non-renewals of probationary teachers.
3. Dismissals or non-extensions of contract teachers.
4. Dismissals or separations of temporary teachers.

ARTICLE 23
LIABILITY INSURANCE

The District shall provide adequate liability insurance to provide coverage for bargaining unit members in their use of privately owned vehicles, when such use is within the scope and course of their employment.

ARTICLE 24
PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS)

The District shall "pick-up" the bargaining unit members' portion of PERS during the term of this contract, not to exceed 6% of the bargaining unit member's regular and extra duty salary.

ARTICLE 25
MAINTENANCE OF CLASSROOM CONTROL

When a student is disruptive to the educational process, and the teacher has made reasonable attempts to manage the student in class, the bargaining unit member may temporarily remove the student from class. When a conference is requested by the bargaining unit member, such student shall not be returned to the class until the administrator has conferred with the bargaining unit member. If the administrator is off campus, the student may be returned to class and a conference will be held as soon as is practical after the administrator's return. This Article is not intended to limit in any way, the District's ability to address teacher problems regarding classroom management.

ARTICLE 26
REIMBURSEMENT

The District agrees to cover losses to teacher personal property being used at school for educational purposes as indicated below:

1. Reimbursement shall be made on a replacement cost basis.
2. Any other valid or collectible insurance shall be primary over the District's reimbursement obligation.
3. Reimbursement shall be based on the provisions of the District's insurance policy in effect at the time of the loss.
4. The District requires pre-authorization by the teacher's immediate supervisor for such property to be kept at school.

ARTICLE 27
LEAVES

A. SICK LEAVE

1. Sick leave is the absence from duty because of a member's illness or injury.
2. The District allows each member one (1) day of sick leave at full pay for each full month employed or ten (10) days for each year employed, whichever is greater.
4. Sick leave must be used in increments of four (4) or eight (8) hours, except if a substitute is not utilized or an "in-house" substitute is utilized. If a substitute is not utilized or if an "in-house" substitute is utilized, only the actual time missed, in one (1) hour increments, will be deducted.
5. Sick leave not taken shall accumulate for an unlimited number of days. Accumulated sick leave at retirement may be applied to increase retirement benefits under PERS in accordance with current Oregon law.
6. Members may use up to seventy-five (75) days sick leave accumulated in other Oregon districts.
7. Sick leave accumulated in another Oregon district cannot be utilized until the member has completed thirty (30) working days in the District.
8. For an absence due to personal illness in excess of five (5) consecutive days or recurring illness, a written statement from the member's physician may be required. If the absence is extended over successive pay periods, any verifications of illness or disability must be submitted regularly each month, or worded in a way that the physician indicates the length of the illness.

B. **PERSONAL LEAVE**

Each member is granted up to three (3) days per year without loss of pay for emergency or personal matters other than recreation.

The request for personal leave must be in writing and submitted in advance to the Superintendent. The request must state the dates requested and the general purpose of the leave. Such leave shall not be taken on the first three (3) teacher inservice days of the year, during the first five (5) student contact days of the year, on parent/teacher conference days, during the last five (5) student contact days of the year, or on the last teacher workday of the year.

The Superintendent has the authority to deny the leave request subject to the availability of qualified substitutes.

C. **BEREAVEMENT LEAVE**

Each member is granted up to three (3) days per death in the teacher's immediate family, without loss of pay. An additional two (2) days of paid bereavement leave may be granted with the approval of the Superintendent or designee. Immediate family is defined as spouse, parents, parents-in-law, children, children-in-law, siblings, grandparents, or grandchildren. Exceptions to the immediate family restriction may be granted on a case-by-case basis at the discretion of the Superintendent, or designee.

D. **PROFESSIONAL LEAVE**

Professional leave may be granted to provide opportunities for professional growth and improved service to the District.

E. **FAMILY ILLNESS LEAVE**

A member may use up to five (5) days of his/her sick leave per year for illness or injury in the member's immediate family, where the employee's presence is necessary to care for the immediate family member. An additional five (5) days for such purposes may be taken with the Superintendent's approval and additional use may be granted by the Superintendent based on extraordinary hardship where the employee's care for the family member is necessary. For purposes of family illness leave, immediate family is defined as spouse, parent, child, and children toward whom the employee stands as legal guardian.

F. **LEGAL LEAVE**

If a member is subpoenaed to appear as a witness—not a party of interest and not as witness adverse to the District—or is called to jury duty in a case in court, the Superintendent will authorize up to 25 work days of such absence without loss of pay, provided that if the member receives a fee for these services, the fee, less mileage and meal costs, shall be deposited with the District's business office in order for the member to receive a full paycheck for the period involved; and provided further that a copy of the subpoena or other notice shall be filed in the Superintendent's office with the request for leave.

G. **MILITARY LEAVE**

1. Military leave may be granted upon recommendation of the Superintendent for military service or Peace Corps, on terms in accordance with Federal and State laws related to military service and/or Peace Corps leave.
2. Military leave should not be requested unless every effort has been made to schedule the military duty outside of regular school time.
3. Military leave will be unpaid leave unless law requires otherwise.
4. When a member is involuntarily called to active duty, military leave will be granted when official orders are presented and ends with the member's discharge.
5. Military leave returnees will be required to furnish proof of active duty.

H. **DISCRETIONARY LEAVE**

1. Leave without pay may be granted by the Superintendent.
2. Requests for such leave shall be in writing.
3. Members who are on long-term discretionary leave may remain on the District insurance program for the duration of the unpaid leave at their own expense, subject to approval of the carrier.

I. **LEAVE OF ABSENCE IN ACCORDANCE WITH OREGON FAMILY LEAVE ACT (OFLA) / FEDERAL FAMILY AND MEDICAL LEAVE ACT (FMLA)**

While on OFLA / FMLA qualifying family medical leave, each employee, upon prior notice to the District office, shall be permitted to hold back up to five (5) days of accrued sick leave for use at a later time.

ARTICLE 28
SICK LEAVE BANK

If a situation arises where an employee exhausts all available sick leave, any other employee may donate up to two (2) days of their accrued but unused personal leave to be used by that employee as additional sick leave. Such donated leave may be used for any reason otherwise permitted by this agreement for the use of sick leave. The District shall account for any donations and use.

ARTICLE 29
GENERAL PROVISIONS

A. SEPARABILITY

If any provision of this Agreement is held to be contrary to the law, then such provision shall not be deemed valid, except to the extent permitted by law, but all other provisions shall continue in full force and effect. The parties agree to meet and negotiate over a replacement provision.

B. COMPLIANCE

Any individual contract between the Board and an individual bargaining unit member shall be subject to the terms and conditions of this Agreement. If an individual contract contains a provision inconsistent with this Agreement, this Agreement during its duration, shall be controlling.

C. MODIFICATIONS

This Agreement may not be modified except by an instrument in writing, duly executed by the parties.

ARTICLE 30
STRIKE/LOCKOUT

The Association agrees that during the term of this Agreement, its membership will not participate in a strike, work stoppage, or slowdown.

The District agrees not to lock out members during the term of this Agreement.

ARTICLE 31
PROBATIONARY EMPLOYEES

No provision of this Agreement is intended to restrict or limit, in anyway, the District's statutory rights to non-renew or dismiss a probationary employee.

ARTICLE 32
FRINGE BENEFITS

The District shall provide a bargaining unit member full family medical as well as dental, vision, and dependent life insurance. Changes in carrier or program/policy offerings will be mutually agreed upon by the Bargaining Unit and the District.

For the 2020-2021 school year, the District will increase the insurance cap by \$50 per month and will pay up to \$1,420 per employee per month toward the insurance premium.

For the 2021-2022 school year, the District will increase the insurance cap by \$50 per month and will pay up to \$1,470 per employee per month toward the insurance premium.

For the 2022-2023 school year, the District will increase the insurance cap by \$50 per month and will pay up to \$1,520, per employee per month toward the insurance premium.

Teachers who work half-time or more shall be eligible for a pro-rata fringe benefit contribution based upon the relationship their work week bears to that of a fulltime employee. Employees who work less than half time shall receive no fringe benefits. Bargaining unit members employed as half-time employees during the 1992-93 year shall be exempted from this limitation and shall continue to receive benefits at the same level as full-time employees.

The District agrees to provide a Section 125 Plan through a provider of the District's choosing.

For Certified staff that select the Health Savings Account (HSA) for their Medical insurance plan in 2020-2021, 2021-2022, or 2022-2023, the District agrees to contribute the balance of their insurance cap after paying all their allowable insurance premiums into the employee's HSA.

ARTICLE 33 **WORKER'S COMPENSATION**

- A. Employees who sustain an injury or illness compensable by Worker's Compensation, causing them to be absent from work and who are unable to perform their regular normal duties, will be paid the difference between their regular salary and compensation benefits for the time they are absent from work for a period up to their accumulated sick leave.
- B. Hours of accumulated sick leave shall be deducted from the employee's sick leave account in proportion to the regular salary paid to the employee that is not covered by Worker's Compensation.
- C. The bargaining unit member at the time of the issuance of the first paycheck following absence due to such injury or illness must elect to either:
 - 1. Receive that bargaining unit member's regular paycheck upon signing over the Worker's Compensation check to the District, or
 - 2. Keep the Worker's Compensatory check and receive a check from the District for the difference between the bargaining unit member's regular salary and the bargaining unit member's compensation benefits as indicated in A. and B. above. The election of one of these two options at the time of the initial paycheck following disability is not revocable for the duration of the period of disability.
- D. The District shall pay the District's regular portion of the bargaining unit member's health insurance premium for a period of up to six (6) months following disability as described in A. above.

ARTICLE 34 **SALARY SCHEDULE**

The salary schedule for 2020-2021 is set forth in Appendix A of this Agreement, reflecting an increase of 2.5%.

The salary schedule for 2021-2022 is set forth in Appendix A of this Agreement, reflecting an increase of 2.0%.

The salary schedule for 2022-2023 is set forth in Appendix A of this Agreement, reflecting an increase of 2.0%.

Teachers who work half-time or more shall be eligible for a pro-rata fringe benefit contribution based upon the relationship their work week bears to that of a full-time employee. Employees who work less than half-time shall receive no fringe benefits. Bargaining unit members employed as half-time employees during the 1992-93 year shall be exempted from this limitation and shall continue to receive benefits at the same level as full-time employees.

Certified staff teaching dual credit classes will receive a \$200/class stipend in addition to their regular salary.

Teachers who achieve National Board Certification from the National Board for Professional Teaching Standards shall receive a \$1,500 per year award stipend from the District in each of the next consecutive three (3) years of employment with the District.

ARTICLE 35 **TUITION REIMBURSEMENT**

The District shall provide a lump sum tuition benefit to be used by the CEA. The total amount available to the CEA shall be equal to 50% of the base salary. The amount to be distributed to teachers requesting tuition reimbursement shall be determined by the CEA's executive committee, but shall not exceed 5% of the base salary per teacher upon the initial reimbursement. In the event that funded monies remain after the initial calculation, they may be used to satisfy requested amounts above the 5% limitation. CEA members who incurred costs toward tuition during the year September 1 to August 31, are to contact the CEA president not later than August 31, so that an equitable distribution of funds can be determined, and a one-time per year request for disbursement of funds be made.

Upon request, the Association agrees to provide an accounting of the disbursements under this Article.

ARTICLE 36 **PLACEMENT ON THE SALARY SCHEDULE**

1. For teachers hired after July 1, 2004, experience credit for placement on the salary schedule shall be granted for prior full years of relevant teaching experience in an appropriate K-12 situation. Questions as to proper credit and placement, including whether or not a full year of experience was gained, the relevance of prior experience and the appropriateness of a prior K-12 teaching situation, shall be resolved by the District. As such questions arise and are answered by the District, the procedures and rationale will be put in writing and provided to the Association.
2. Extra Duty Assignments: When a teacher is hired for an extra duty position, past experience in a like position will be taken into consideration by the Superintendent or designee and the Board for experience step and pay purposes unless the teacher is hired as a middle school athletic coach, in which case there is no experience steps. Middle school athletic coaches are excluded from the Extra Duty Salary Schedule attached as Appendix B and shall be paid an annual \$2,200 stipend per sport.
3. Teachers going from one educational increment to another must notify the Superintendent or designee at the beginning of the school year.

ARTICLE 37
STIPEND FOR MENTORING STUDENT TEACHERS

Cash compensation received by the District from a sponsoring college or university and intended to compensate the teacher who mentors a student teacher, shall be distributed to the mentoring teacher in the amount received less associated payroll and benefit costs.

Tuition vouchers similarly received by the District shall be offered to the mentoring teacher who may use the voucher themselves or provide it to another teacher in the District. If the mentoring teacher does not want the voucher, the District may provide the voucher to another District employee.

ARTICLE 38
REHIRE OF RETIRED EMPLOYEES

So long as they meet the requirements of the Recognition clause of the Collective Bargaining Agreement, licensed employees who retire from the Culver / Jefferson County School District No. 4, and who are subsequently rehired by the District, are members of the bargaining unit represented by the Culver Education Association. Pursuant to the Collective Bargaining Agreement, all contractual rights and benefits under the Collective Bargaining Agreement will be afforded to such unit members except as those rights and/or benefits are expressly limited or set forth as exclusions in this Article.

Retirees Rehired for the Remainder of the Year in Which They Retire

Employees who choose to retire during the current contract year may be rehired to finish the current contract year or complete the current semester (whichever is appropriate to current assignment) under the following conditions:

- A. If the District requests and the employee is willing to remain in his/her position, he/she may continue to work as a temporary employee at his/her current contracted salary for a period not to exceed his/her current work year, calendar year, or the current semester (whichever is appropriate to current assignment).
- B. Employee sick leave accrued prior to retirement does not carry over. At the Commencement of re-employment, sick leave is allocated and begins to accrue as for any new hire.
- C. The District will not make any PERS payments to, or on behalf of, rehired retirees.

Retirees Rehired for Any Year After the Year in Which They Retire

- A. The District may choose to rehire qualified retirees to fill positions within the bargaining unit, subject to the provisions of ORS 238.082 and the following procedures and conditions:
- B. Retirees may be employed annually for a period of one year or less in duration. Retirees rehired by the District will work on an annual contract that expires at the end of each year. Reemployment for a subsequent year will be based on both parties choosing to enter into an additional one-year contract for employment. Rehired retirees may work for an unlimited number of years on annually renewable

contracts, assuming both the District and the retiree wish to continue employment. Rehired retirees will not be classified as "probationary" or "contract" as those terms are defined and used in ORS 342.805 to ORS 342.937.

General Provisions

- A. Rehired retirees will be subject to the salary schedule placement restrictions of Article 36 of the Collective Bargaining Agreement and will be treated as any other new hire, and will advance on the salary schedule based on each year of reemployment on an annual contract.
- B. Retiree sick leave accrued prior to retirement does not carry over. At the commencement of reemployment, sick leave is allocated and begins to accrue as for any new hire.
- C. The District will not make any PERS payments to, or on behalf of, rehired retirees.

**ARTICLE 39
DURATION**

This agreement shall be effective July 1, 2020, or upon the date of signing of both parties (see 08/13/2020 MOA), whichever shall occur later, and shall remain in full force and effect through June 30, 2021.

**CONTRACT SUMMARY NEGOTIATIONS
2020-2023**

CERTIFIED STAFF
2020/2021 COLA 2.5%
2021/2022 COLA 2%
2022/2023 COLA 2%
Insurance:
\$50.00/month increase each year
Add a step 19 to the current salary scale in the M+30/B+120 column

Both Classified & Certified Unions entered into a Memorandum of Agreement stating they would like to postpone contract language negotiations until the Spring of 2021. (attached)

Memorandum of Agreement

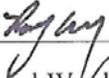
August 13, 2020

This Memorandum of Agreement is entered into between the Culver Education Association (CEA) (hereinafter 'Association') and the Culver School District No. 4 (hereinafter 'District') and will apply for the 2020-2021 school year.

The parties agree to:

- Postpone negotiating any contract language issues until spring of 2021 or after.
- Enter into conversations to address salary & staff agreements should the district experience significant increase or decrease in revenue based on state funding levels.

For the Association:



Brad Woolledge, President

9-3-2020

Date

For the District:



Scott Leeper, Board Chair

8-13-2020

Date

**APPENDIX A
CULVER SCHOOL DISTRICT #4
CERTIFIED SALARY SCHEDULE**

2020-2021

EXP	BS/BA	B+15	B+30	B+45	MS/MA B+60	M+15 B+90	M+30 B+120
1	38,354	39,524	40,730	41,972	43,252	44,571	45,931
2	39,524	40,730	41,972	43,252	44,571	45,931	47,332
3	40,730	41,972	43,252	44,571	45,931	47,332	48,775
4	41,972	43,252	44,571	45,931	47,332	48,775	50,263
5	43,252	44,571	45,931	47,332	48,775	50,263	51,796
6	44,571	45,931	47,332	48,775	50,263	51,796	53,376
7	45,931	47,332	48,775	50,263	51,796	53,376	55,004
8	47,332	48,775	50,263	51,796	53,376	55,004	56,681
9	48,775	50,263	51,796	53,376	55,004	56,681	58,410
10	50,263	51,796	53,376	55,004	56,681	58,410	60,192
11	51,796	53,376	55,004	56,681	58,410	60,192	62,027
12		55,004	56,681	58,410	60,192	62,027	63,919
13			58,410	60,192	62,027	63,919	65,869
14				62,027	63,919	65,869	67,878
15					65,869	67,878	69,948
16						69,948	72,082
17							74,280
18							76,546
19							78,880

Index: 2020-2021

3.05% ON STEPS AND COLUMNS

EXP	BS/BA	B+15	B+30	B+45	MS/MA B+60	M+15 B+90	M+30 B+120
1	1.00000	1.03050	1.06193	1.09432	1.12770	1.16209	1.19753
2	1.03050	1.06193	1.09432	1.12770	1.16209	1.19753	1.23406
3	1.06193	1.09432	1.12770	1.16209	1.19753	1.23406	1.27170
4	1.09432	1.12770	1.16209	1.19753	1.23406	1.27170	1.31048
5	1.12770	1.16209	1.19753	1.23406	1.27170	1.31048	1.35045
6	1.16209	1.19753	1.23406	1.27170	1.31048	1.35045	1.39164
7	1.19753	1.23406	1.27170	1.31048	1.35045	1.39164	1.43409
8	1.23406	1.27170	1.31048	1.35045	1.39164	1.43409	1.47783
9	1.27170	1.31048	1.35045	1.39164	1.43409	1.47783	1.52290
10	1.31048	1.35045	1.39164	1.43409	1.47783	1.52290	1.56935
11	1.35045	1.39164	1.43409	1.47783	1.52290	1.56935	1.61722
12		1.43409	1.47783	1.52290	1.56935	1.61722	1.66654
13			1.52290	1.56935	1.61722	1.66654	1.71737
14				1.61722	1.66654	1.71737	1.76975
15					1.71737	1.76975	1.82373
16						1.82373	1.87935
17							1.93667
18							1.99574
19							2.05661

APPENDIX A
 CULVER SCHOOL DISTRICT #4
CERTIFIED SALARY SCHEDULE

2021-2022

EXP	BS/BA	B+15	B+30	B+45	MS/MA B+60	M+15 B+90	M+30 B+120
1	39,121	40,314	41,544	42,811	44,117	45,462	46,849
2	40,314	41,544	42,811	44,117	45,462	46,849	48,278
3	41,544	42,811	44,117	45,462	46,849	48,278	49,750
4	42,811	44,117	45,462	46,849	48,278	49,750	51,268
5	44,117	45,462	46,849	48,278	49,750	51,268	52,831
6	45,462	46,849	48,278	49,750	51,268	52,831	54,443
7	46,849	48,278	49,750	51,268	52,831	54,443	56,103
8	48,278	49,750	51,268	52,831	54,443	56,103	57,814
9	49,750	51,268	52,831	54,443	56,103	57,814	59,578
10	51,268	52,831	54,443	56,103	57,814	59,578	61,395
11	52,831	54,443	56,103	57,814	59,578	61,395	63,267
12		56,103	57,814	59,578	61,395	63,267	65,197
13			59,578	61,395	63,267	65,197	67,185
14				63,267	65,197	67,185	69,235
15					67,185	69,235	71,346
16						71,346	73,522
17							75,765
18							78,075
19							80,457

Index: 2021-2022

3.05% ON STEPS AND COLUMNS

EXP	BS/BA	B+15	B+30	B+45	MS/MA B+60	M+15 B+90	M+30 B+120
1	1.00000	1.03050	1.06193	1.09432	1.12770	1.16209	1.19753
2	1.03050	1.06193	1.09432	1.12770	1.16209	1.19753	1.23406
3	1.06193	1.09432	1.12770	1.16209	1.19753	1.23406	1.27170
4	1.09432	1.12770	1.16209	1.19753	1.23406	1.27170	1.31048
5	1.12770	1.16209	1.19753	1.23406	1.27170	1.31048	1.35045
6	1.16209	1.19753	1.23406	1.27170	1.31048	1.35045	1.39164
7	1.19753	1.23406	1.27170	1.31048	1.35045	1.39164	1.43409
8	1.23406	1.27170	1.31048	1.35045	1.39164	1.43409	1.47783
9	1.27170	1.31048	1.35045	1.39164	1.43409	1.47783	1.52290
10	1.31048	1.35045	1.39164	1.43409	1.47783	1.52290	1.56935
11	1.35045	1.39164	1.43409	1.47783	1.52290	1.56935	1.61722
12		1.43409	1.47783	1.52290	1.56935	1.61722	1.66654
13			1.52290	1.56935	1.61722	1.66654	1.71737
14				1.61722	1.66654	1.71737	1.76975
15					1.71737	1.76975	1.82373
16						1.82373	1.87935
17							1.93667
18							1.99574
19							2.05661

**APPENDIX A
CULVER SCHOOL DISTRICT #4**

CERTIFIED SALARY SCHEDULE

2022-2023

EXP	BS/BA	B+15	B+30	B+45	MS/MA B+60	M+15 B+90	M+30 B+120
1	39,903	41,120	42,375	43,667	44,999	46,371	47,786
2	41,120	42,375	43,667	44,999	46,371	47,786	49,243
3	42,375	43,667	44,999	46,371	47,786	49,243	50,745
4	43,667	44,999	46,371	47,786	49,243	50,745	52,293
5	44,999	46,371	47,786	49,243	50,745	52,293	53,888
6	46,371	47,786	49,243	50,745	52,293	53,888	55,531
7	47,786	49,243	50,745	52,293	53,888	55,531	57,225
8	49,243	50,745	52,293	53,888	55,531	57,225	58,970
9	50,745	52,293	53,888	55,531	57,225	58,970	60,769
10	52,293	53,888	55,531	57,225	58,970	60,769	62,622
11	53,888	55,531	57,225	58,970	60,769	62,622	64,532
12		57,225	58,970	60,769	62,622	64,532	66,501
13			60,769	62,622	64,532	66,501	68,529
14				64,532	66,501	68,529	70,619
15					68,529	70,619	72,773
16						72,773	74,993
17							77,280
18							79,637
19							82,066

Index: 2022-2023

3.05% ON STEPS AND COLUMNS

EXP	BS/BA	B+15	B+30	B+45	MS/MA B+60	M+15 B+90	M+30 B+120
1	1.00000	1.03050	1.06193	1.09432	1.12770	1.16209	1.19753
2	1.03050	1.06193	1.09432	1.12770	1.16209	1.19753	1.23406
3	1.06193	1.09432	1.12770	1.16209	1.19753	1.23406	1.27170
4	1.09432	1.12770	1.16209	1.19753	1.23406	1.27170	1.31048
5	1.12770	1.16209	1.19753	1.23406	1.27170	1.31048	1.35045
6	1.16209	1.19753	1.23406	1.27170	1.31048	1.35045	1.39164
7	1.19753	1.23406	1.27170	1.31048	1.35045	1.39164	1.43409
8	1.23406	1.27170	1.31048	1.35045	1.39164	1.43409	1.47783
9	1.27170	1.31048	1.35045	1.39164	1.43409	1.47783	1.52290
10	1.31048	1.35045	1.39164	1.43409	1.47783	1.52290	1.56935
11	1.35045	1.39164	1.43409	1.47783	1.52290	1.56935	1.61722
12		1.43409	1.47783	1.52290	1.56935	1.61722	1.66654
13			1.52290	1.56935	1.61722	1.66654	1.71737
14				1.61722	1.66654	1.71737	1.76975
15					1.71737	1.76975	1.82373
16						1.82373	1.87935
17							1.93667
18							1.99574
19							2.05661

APPENDIX C
CULVER SCHOOL DISTRICT #4

EXTRA DUTY EXPERIENCE

-A- DUTY	-B- DUTY	-C- DUTY
HEAD BASEBALL	ATHLETIC DIR (BB)	MUSIC
HEAD BASKETBALL	ASST ATHLETIC DIR (BC)	TAG
HEAD FOOTBALL	JV BASEBALL	YEARBOOK
HEAD SOFTBALL	JV BASKETBALL	LEADERSHIP
HEAD TRACK	JV FOOTBALL	
HEAD VOLLEYBALL	JV SOFTBALL	
HEAD WRESTLING	JV TRACK	
JR. CLASS ADVISOR	JV VOLLEYBALL	
MS ATHLETIC DIR	JV WRESTLING	
SPECIAL ED. DIRECTOR	SPECIAL ED. TEACHERS	
HEAD CROSS COUNTRY	HS CHEER – FALL	
	HS CHEER - WINTER	

36.00, plus \$3.00 for each quarter-hour beyond three (3) hours, will be paid to each teacher helping at an event as described in Appendix D.

**APPENDIX D
CULVER SCHOOL DISTRICT #4**

EXTRA DUTY – PER EVENT PAY

Those duties listed below will be paid at 36.00, plus \$3.00 for each quarter-hour beyond three (3) hours, per event. Only those events that start after contract time or extend one-half hour after the contract time will be paid. Those events include:

- a. Football
- b. Volleyball
- c. Basketball
- d. Wrestling
- e. Baseball
- f. Track
- g. Dances

Different events happening on the same calendar day will be paid separately.

- A. Before each athletic season, the athletic director(s) will post the positions that need to be covered. The athletic administration has the power to initiate contact with those people with experience to cover specialty areas at events before sign-ups are held.
- B. All extra duty events shall be first offered to all District staff members.
- C. The athletic director(s) shall be responsible for ensuring that events have adequate coverage.