

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

JEFFERSON COUNTY SCHOOL DISTRICT NO. 4

AND

CULVER EDUCATION ASSOCIATION

JULY 1, 2023 – JUNE 30, 2025

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ARTICLE 1

RECOGNITION

A. RECOGNITION OF EXCLUSIVE REPRESENTATIVE

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 employees of the District required to be licensed through the Oregon Teacher Standards and Practices Commission (TSPC) with the exception of substitutes, temporary teachers and administrators.

B. DEFINITIONS

For this Agreement, the following definitions apply unless otherwise indicated:

1. Employee: All unit members represented by the Association/Bargaining Council in the bargaining unit as defined in Section A above.
2. Probationary: An employee who has not completed the probationary period. An employee is probationary for their first three years of employment.
3. Temporary: 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.

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.

The District shall supply information to the association as required by Public Employee Collective Bargaining Act (PECBA), (Currently ORS 243.650 - 243.806).

The district will provide the grievant and association with written or email notice of grievance hearings and decisions at each formal level of the process, and of resolutions upon request, of either party, at the informal level.

LEVEL ONE – IMMEDIATE SUPERVISOR

In the event that the Level One Immediate Supervisor and Level Two Superintendent are the same individual, the Superintendent may, at their sole discretion, assign an alternative designee with necessary knowledge and authority to resolve the grievance for either Level One or Two.

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 themselves or, at their option, by a representative selected or approved by the Association. At the employee's request, the Association shall have the right to file a grievance on behalf of an employee, be present and to state its view at all stages of the grievance procedure.

REPRISALS

No reprisals of any kind shall be committed 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 Oregon law (Currently 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 ACCESS TO EMPLOYEES**

1. The association shall have the right to make brief announcements at staff/faculty meetings.
2. Prior to the start of the school year, the district shall set aside no less than 30 minutes during new employee orientations days for designated association representatives to meet with new staff.
3. Designated association representatives shall be provided reasonable paid release time, in accordance with Oregon law (currently HB2016), provided that the meetings do not interfere with the district's operations. The designee shall arrange through their supervisor for such release time.

F. **RIGHT TO EMPLOYEE INFORMATION**

1. The District shall provide, to designated association representatives, employee information in accordance with state law, and if other such information is already collected and on file.

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, confidential, 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 their 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 within 15 workdays of receipt of the complaint, and before any disciplinary action is taken. The member shall be provided the specifics of the complaint in writing or email prior to the conference. In the event the complainant demands anonymity, the complainant's personally identifiable information shall be redacted.

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 Oregon law (Currently ORS 342.934).

ARTICLE 8

NONDISCRIMINATION

The District or Association will not discriminate against any employee based on the employee's race, color, religion, marital status, political beliefs, national origin, sex, age, gender, or disability, or as otherwise listed in Oregon or Federal law.

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

Criticism of a bargaining unit member shall be kept confidential. Supervisors, administrators, or Board members shall use confidentiality and 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 the same confidentiality and 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

Employees 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 employee by the end of the tenth (10th) working day following the observation, at either party's discretion.

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 them 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 they have had the opportunity to review such material by affixing their 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, PAYROLL DEDUCTIONS, AND PAYMENT OF WAGES ON SEPARATION FROM EMPLOYMENT

- 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, in accordance with Oregon law (currently HB2016).
 - 2. Credit Union
 - 3. District-approved TSA's
 - 4. Insurance (*bargaining unit member's portion*)

- B. In all cases of termination or separation from employment with the District, the departing Employees final wages will be due to the employee on the next regular payday, unless otherwise requested in writing by the employee as allowable by BOLI.

The final payment of wages will be delivered via the method of payment currently in use at the time of separation, unless otherwise requested in writing by the employee, to the payroll department, before the processing deadline for that pay period.

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. The District may, at its discretion, include two (2) unencumbered days during inservice to be used at employees' discretion in preparation for the school year. 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 – At least 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, newly received funding, restructuring, new initiatives, new pilot programs, or other similar reasons the District did not know about or was unable to address prior to the last workday of the school year. 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 bargaining unit position, which the District intends to fill, will be emailed to the Association president at their District email address and posted on the District's Employment Website.
- B. If a bargaining unit vacancy occurs during the summer, employees who have expressed an interest in the position to the superintendent, or designee, in writing, shall be notified by email of the vacancy. To facilitate notification, the teacher may submit a summer e-mail address along with their written notice of interest.

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.

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, except in cases of emergency.

The request for personal leave must be in writing and submitted, in advance whenever possible, to the Superintendent, or designee. The request must state the dates requested. It must also state the nature of the emergency, if special consideration is being requested due to an emergency.

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 five (5) days per death in the teacher's immediate family, without loss of pay. 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 fifteen (15) days of 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. 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, or designee, will authorize up to 25 work days of such absence without loss of pay. A member must waive the juror's fee if the member is paid a wage or salary by the District for the days that the member is required to attend a court as a juror. The member must also provide a copy of the subpoena or other notice to be filed in the Superintendent's, or designee'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 any employee exhausts all available sick leave, any other employee may donate up to two (2) days annually of their accrued but unused personal leave to be used by any 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 accept requests for donated sick leave, send out requests to employees for the donations of personal leave, and determine and 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

A mentorship program shall be established and maintained for all 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. Where applicable, choices and options in program/policy offerings will be mutually agreed upon by the Association and the District.

For the 2023-2024 school year, the District will increase the insurance cap by \$50 per month and will pay up to \$1,570 per employee per month toward the insurance premium.

For the 2024-2025 school year, the District will increase the insurance cap by \$50 per month and will pay up to \$1,620 per employee per month toward the insurance premium.

Employees who work a regular schedule of 20 hours or more per week shall be eligible for fringe benefits. Employees who work less than a regular schedule of 20 hours per week shall receive no fringe benefits.

Employees may decline or 'opt out' of insurance so long as the requirements of OEBC are met and the employee shows proof of coverage under a health insurance policy deemed adequate by the District. Employees who opt out of health insurance coverage shall receive, included in their regular pay 50% of the net cap amount they would have otherwise received pursuant to this Agreement. The 'net cap amount' is: the cap minus the premium amounts for dental, vision, life and AD&D insurance, or other programs where the employee does not, or cannot, opt out. An employee can reinstate the insurance benefit and forfeit future stipends annually during open enrollment, or should there be a qualified status change as defined by Oregon law.

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 2023-2024 and 2024-2025, 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 2023-2024 is set forth in Appendix A of this Agreement, reflecting an increase of 7%.

The salary schedule for 2024-2025 is set forth in Appendix A of this Agreement, reflecting an increase of 4%.

And the salary schedule shall be adjusted as follows:

The addition of Column M+45/B+150 consistent with the salary schedule index.

And

The extra duty salary schedule shall be adjusted such that Middle School Coaches are moved to Level C.

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, and who have successfully completed the courses for which they are requesting to be reimbursed prior to or on 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.

The Association agrees to provide an accounting of the disbursements under this Article, including all necessary receipts of payment, transcripts or any other requested materials that the District needs to satisfy the annual fiscal audit, prior to the funds being disbursed. Funds will not be disbursed, on an individual employee basis, if all required documentation cannot be provided to the District by the Association or the employee.

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, unless specifically described below. As such questions arise and are answered by the District, the procedures and rationale will be put in writing and provided to the Association.
 - A. The District will count credits earned outside of Degree Programs, even if earned prior to the degree, as long as they are not transferred into or required prior to, as part of the degree or base licensure, with the following stipulations:
 1. All credits must be clearly delineated on transcripts so that the District can make these determinations. Employee will assist in obtaining clarification or additional detail when needed.
 2. Credits earned as part of a degree program, in which the degree is issued only after obtaining credits needed for endorsements, will not count as credits separate from the degree; as they were earned during the actual degree process.

3. The District will make placement decisions based on the best information available using the guidelines above and any additional, official/formal information the employee can provide.
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.
3. Teachers going from one educational increment to another must notify the Superintendent or designee, and provide Official Transcripts or Registrar grade reports to Payroll/Human Resources no later than September 10th of the current school year. Within the appropriate education increment column, they shall be placed on the salary schedule at the step that most nearly reflects their years of experience.

ARTICLE 37

STIPEND FOR MENTORING STUDENT TEACHERS

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

Tuition vouchers similarly received by the District shall be offered to the mentoring employee who may use the voucher themselves or provide it to another employee in the District, according to the sponsoring school's voucher policy. If the mentoring employee does not want the voucher, the District may provide the voucher to another District employee on a first come first served basis, and according to the sponsoring school's voucher policy.

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 District and who are subsequently rehired by the District, are members of the bargaining unit represented by the 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, or by law.

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 their position, they may continue to work as a temporary employee at their current contracted salary for a period not to exceed their 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, unless required by Oregon law (currently SB1049).

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, at its discretion, subject to the provisions of Oregon Law, (currently including ORS 238.082).


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. They shall be placed on the salary schedule at the step that most nearly reflects their years of experience, and will advance on the salary schedule based on each year of employment.
- 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, unless required by Oregon law (currently SB1049).

ARTICLE 39
DURATION

This agreement shall be effective July 1, 2023 or upon the date of signing of both parties, whichever shall occur later, and shall remain in full force and effect through June 30, 2025.


CEA President 7/1/23
Date


School Board Chair 7/1/23
Date


Superintendent 7/1/23
Date

**APPENDIX A
CULVER SCHOOL DISTRICT #4**

2023-2024 CERTIFIED SALARY SCHEDULE

2023-2024 Salary Schedule

7% COLA

EXP	BS/BA	B+15	B+30	B+45	MS/MA B+60	M+15 B+90	M+30 B+120	M+45 B+150
1	42,696	43,998	45,341	46,724	48,149	49,617	51,131	52,690
2	43,998	45,341	46,724	48,149	49,617	51,131	52,690	54,297
3	45,341	46,724	48,149	49,617	51,131	52,690	54,297	55,954
4	46,724	48,149	49,617	51,131	52,690	54,297	55,954	57,660
5	48,149	49,617	51,131	52,690	54,297	55,954	57,660	59,418
6	49,617	51,131	52,690	54,297	55,954	57,660	59,418	61,231
7	51,131	52,690	54,297	55,954	57,660	59,418	61,231	63,098
8	52,690	54,297	55,954	57,660	59,418	61,231	63,098	65,023
9	54,297	55,954	57,660	59,418	61,231	63,098	65,023	67,006
10	55,954	57,660	59,418	61,231	63,098	65,023	67,006	69,049
11	57,660	59,418	61,231	63,098	65,023	67,006	69,049	71,156
12		61,231	63,098	65,023	67,006	69,049	71,156	73,326
13			65,023	67,006	69,049	71,156	73,326	75,562
14				69,049	71,156	73,326	75,562	77,867
15					73,326	75,562	77,867	80,243
16						77,867	80,243	82,690
17							82,690	85,212
18							85,212	87,811
19							87,811	90,488

Index: 2023-2024

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	M+45 B+150
1	1.00000	1.03050	1.06193	1.09432	1.12770	1.16209	1.19753	1.23406
2	1.03050	1.06193	1.09432	1.12770	1.16209	1.19753	1.23406	1.27170
3	1.06193	1.09432	1.12770	1.16209	1.19753	1.23406	1.27170	1.31049
4	1.09432	1.12770	1.16209	1.19753	1.23406	1.27170	1.31048	1.35046
5	1.12770	1.16209	1.19753	1.23406	1.27170	1.31048	1.35045	1.39164
6	1.16209	1.19753	1.23406	1.27170	1.31048	1.35045	1.39164	1.43409
7	1.19753	1.23406	1.27170	1.31048	1.35045	1.39164	1.43409	1.47783
8	1.23406	1.27170	1.31048	1.35045	1.39164	1.43409	1.47783	1.52290
9	1.27170	1.31048	1.35045	1.39164	1.43409	1.47783	1.52290	1.56935
10	1.31048	1.35045	1.39164	1.43409	1.47783	1.52290	1.56935	1.61722
11	1.35045	1.39164	1.43409	1.47783	1.52290	1.56935	1.61722	1.66654
12		1.43409	1.47783	1.52290	1.56935	1.61722	1.66654	1.71737
13			1.52290	1.56935	1.61722	1.66654	1.71737	1.76975
14				1.61722	1.66654	1.71737	1.76975	1.82373
15					1.71737	1.76975	1.82373	1.87935
16						1.82373	1.87935	1.93667
17							1.93667	1.99574
18							1.99574	2.05661
19							2.05661	2.11934

**APPENDIX B
CULVER SCHOOL DISTRICT #4**

EXTRA DUTY SALARY SCHEDULES

EXTRA DUTY 2023-2024

BASE SALARY: \$42,696

% BASE STEP	0.11 A	0.09 B	0.07 C
0	4,696	3,842	2,989
1	4,861	3,977	3,093
2	5,031	4,116	3,201
3	5,208	4,261	3,314
4	5,390	4,409	3,429
5	5,578	4,564	3,549
6	5,774	4,724	3,674
7	5,975	4,889	3,803
8	6,185	5,060	3,935
9	6,401	5,238	4,073

For the 2023-2024 year, athletic coaches shall be compensated on the following schedule:

COACHES 2023-2024

BASE SALARY: \$42,696

% BASE STEP	0.095 A	0.075 B	0.055 C
0	4,056	3,203	2,349
1	4,198	3,314	2,430
2	4,345	3,430	2,516
3	4,497	3,550	2,603
4	4,655	3,674	2,694
5	4,817	3,803	2,789
6	4,986	3,937	2,887
7	5,161	4,075	2,987
8	5,341	4,217	3,092
9	5,528	4,365	3,200

**APPENDIX A
CULVER SCHOOL DISTRICT #4**

2024-2025 CERTIFIED SALARY SCHEDULE

2024-2025 Salary Schedule

4% COLA

EXP	BS/BA	B+15	B+30	B+45	MS/MA B+60	M+15 B+90	M+30 B+120	M+45 B+150
1	44,404	45,758	47,155	48,593	50,075	51,602	53,176	54,798
2	45,758	47,155	48,593	50,075	51,602	53,176	54,798	56,469
3	47,155	48,593	50,075	51,602	53,176	54,798	56,469	58,192
4	48,593	50,075	51,602	53,176	54,798	56,469	58,192	59,966
5	50,075	51,602	53,176	54,798	56,469	58,192	59,966	61,795
6	51,602	53,176	54,798	56,469	58,192	59,966	61,795	63,680
7	53,176	54,798	56,469	58,192	59,966	61,795	63,680	65,622
8	54,798	56,469	58,192	59,966	61,795	63,680	65,622	67,624
9	56,469	58,192	59,966	61,795	63,680	65,622	67,624	69,686
10	58,192	59,966	61,795	63,680	65,622	67,624	69,686	71,811
11	59,966	61,795	63,680	65,622	67,624	69,686	71,811	74,002
12		63,680	65,622	67,624	69,686	71,811	74,002	76,259
13			67,624	69,686	71,811	74,002	76,259	78,584
14				71,811	74,002	76,259	78,584	80,982
15					76,259	78,584	80,982	83,453
16						80,982	83,453	85,998
17							85,998	88,620
18							88,620	91,323
19							91,323	94,108

Index: 2024-2025

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	M+45 B+150
1	1.00000	1.03050	1.06193	1.09432	1.12770	1.16209	1.19753	1.23406
2	1.03050	1.06193	1.09432	1.12770	1.16209	1.19753	1.23406	1.27170
3	1.06193	1.09432	1.12770	1.16209	1.19753	1.23406	1.27170	1.31049
4	1.09432	1.12770	1.16209	1.19753	1.23406	1.27170	1.31048	1.35046
5	1.12770	1.16209	1.19753	1.23406	1.27170	1.31048	1.35045	1.39164
6	1.16209	1.19753	1.23406	1.27170	1.31048	1.35045	1.39164	1.43409
7	1.19753	1.23406	1.27170	1.31048	1.35045	1.39164	1.43409	1.47783
8	1.23406	1.27170	1.31048	1.35045	1.39164	1.43409	1.47783	1.52290
9	1.27170	1.31048	1.35045	1.39164	1.43409	1.47783	1.52290	1.56935
10	1.31048	1.35045	1.39164	1.43409	1.47783	1.52290	1.56935	1.61722
11	1.35045	1.39164	1.43409	1.47783	1.52290	1.56935	1.61722	1.66654
12		1.43409	1.47783	1.52290	1.56935	1.61722	1.66654	1.71737
13			1.52290	1.56935	1.61722	1.66654	1.71737	1.76975
14				1.61722	1.66654	1.71737	1.76975	1.82373
15					1.71737	1.76975	1.82373	1.87935
16						1.82373	1.87935	1.93667
17							1.93667	1.99574
18							1.99574	2.05661
19							2.05661	2.11934

**APPENDIX B
CULVER SCHOOL DISTRICT #4**

EXTRA DUTY SALARY SCHEDULES

EXTRA DUTY **2024-2025**
BASE SALARY: **\$44,404**

% BASE STEP	0.11 A	0.09 B	0.07 C
0	4,884	3,996	3,109
1	5,055	4,136	3,217
2	5,232	4,281	3,329
3	5,416	4,431	3,447
4	5,606	4,585	3,566
5	5,801	4,747	3,691
6	6,005	4,913	3,821
7	6,214	5,085	3,955
8	6,432	5,262	4,092
9	6,657	5,448	4,236

For the 2024-2025 year, athletic coaches shall be compensated on the following schedule:

COACHES **2024-2025**
BASE SALARY: **\$44,404**

% BASE STEP	0.095 A	0.075 B	0.055 C
0	4,218	3,331	2,443
1	4,366	3,447	2,527
2	4,519	3,567	2,617
3	4,677	3,692	2,707
4	4,841	3,821	2,802
5	5,010	3,955	2,901
6	5,185	4,094	3,002
7	5,367	4,238	3,106
8	5,555	4,386	3,216
9	5,749	4,540	3,328

**APPENDIX C
CULVER SCHOOL DISTRICT #4**

EXTRA DUTY PLACEMENT

A DUTY	B DUTY	C DUTY
HS Head Baseball	HS JV/ASST Baseball	Music
HS Head Boys Basketball	HS JV/ASST Boys Basketball	TAG
HS Head Girls Basketball	HS JV/ASST Girls Basketball	Yearbook
HS Head Football	HS JV/ASST Football	HS ASB/Leadership Advisor
HS Head Softball	HS JV/ASST Softball	MS Athletic Coaches- All
HS Head Track	HS JV/ASST Track	
HS Head Volleyball	HS JV/ASST Volleyball	
HS Head Boys Wrestling	HS JV/ASST Boys Wrestling	
HS Head Girls Wrestling	HS Cheer-Fall	
HS Head Cross Country	HS Cheer- Winter	
HS Athletic Dir. (4 * A-STEP)	Special Ed Teachers	
MS Athletic Dir.		
Special Ed Dir.		
HS FBLA Advisor		

**APPENDIX D
CULVER SCHOOL DISTRICT #4**

EXTRA DUTY – PER EVENT PAY

Those duties listed below, or additionally deemed as reasonable by the District, will be paid at \$40.80, plus \$3.40 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, including but not limited to:

- a. Football
- b. Volleyball
- c. Basketball
- d. Wrestling
- e. Baseball/Softball
- f. Track/XC
- 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.

Extra Duty placement chart additions and movement 2024-2025 School Year MOA

Memorandum of Agreement Between Culver School District and Culver Education Association

This Memorandum of Agreement is hereby entered into by Culver School District, Jefferson County, OR (District) and the Culver Education Association (Association) to amend the 2023-2025 Extra Duty Placement chart and positions, moving "HS ASB/Leadership Advisor" to Column A Duty, and adding a "District Mentor Program Coordinator" position and stipend to Column C Duty.

In partnership, the District and Association hereby agree to the following:

- A. The District will move the existing "HS ASB/Leadership Advisor" Extra Duty position/stipend placement from Column C Duty to Column A Duty, effective 7/1/2024.
- B. The District will create a "District Mentor Program Coordinator" position and place it in Column C Duty, effective 7/1/2024.
- C. All other provisions of the parties' Collective Bargaining Agreement not expressly modified by this Memorandum shall remain in full force and effect.

This Memorandum shall expire on July 1, 2025 and shall not set any precedent.

For the District:

Stefanie Gabor 5/23/24
Superintendent Date

For the Association:

Sarah Cox 5/23/24
President Date