

Bandon School District
and
Bandon Education Association

2022-2025
Agreement

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Article 1 – Introduction

- A. The intent of this Agreement is to set forth and record herein the basic and full agreement between the parties of those matters pertaining to the teaching personnel included in the bargaining unit.
- B. This contract shall not be modified, in whole or in part, without the mutual written agreement of both parties.

Article 2 – Recognition

- A. The District recognizes the Bandon Education Association as the sole and exclusive representative with respect to wages, hours and conditions of employment for all employees included in the bargaining unit.
- B. All contracted licensed teachers, including temporary teachers, whose daily assignments are half time or more are included in the bargaining unit and are subject to the terms of this agreement. For the purposes of this Article, a temporary employee is defined as a licensed employee who is replacing a regular employee and is scheduled to work forty-five (45) or more consecutive school days in the same teaching position.
- C. Those employees specifically excluded from the unit are supervisors with evaluative responsibilities, confidential employees and substitute teachers.
- D. All salaries and fringe benefits for teachers who work half time or more, but less than full time, or who work less than total contract days will be prorated based on the hours per day or days per year they work less than full-time teachers.

Article 3 – District Functions

- A. The Board, on its own behalf and on behalf of the electors of the Bandon School District, hereby retains and reserves unto itself all powers, rights and authority, duties and responsibilities conferred upon and invested in it by the laws and the Constitution of the State of Oregon. Such powers, rights, authority, duties and responsibilities shall include, but are not limited to:
 - 1. The exclusive management and administrative control of the District educational and service system and its properties and facilities, except as limited by the expressed terms of this Agreement.
 - 2. Subject to the provisions of law and this Agreement, the hiring of all employees and determination of qualifications and the conditions of their employment.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices shall be limited only by the specific terms of this Agreement. This Agreement shall not be construed to limit the Board's right to continue to contract out special education services, or the Board's right to continue its present programs in their present form or location.
- C. It is recognized by the parties that all rights and prerogatives of the Board which have not been diminished or modified by the terms of this Agreement are expressly retained by the Board on behalf of the citizens of the District. The rights of employees under this Agreement and of the Association shall be limited to those which are provided by the terms of this Agreement and law.

Article 4 – Nondiscrimination

The Association and the District affirm their adherence to the principles of free choice and agree that they shall not discriminate against any employee covered by this Agreement because of age, race, religion, sex, national origin, gender identification, sexual preference, the presence of any mental or physical handicap or by reason of any individual's membership status in the Association. All references to employees shall be construed to include both male and female employees.

This contract contains a grievance procedure as one means of resolving disputes. Any arbitrator's decision shall be rendered null and void. If any claim, suit, or charge is filed prior to filing a grievance, the Association and its members waive any and all rights to file a subsequent grievance related to the subject of the claim, suit, or charge.

Article 5 – Teacher Work Year

- A. Teachers shall be required to render professional service for 186 contract days during the school year. The contract days will be broken out as follows:

167	Teaching Days
10	Inservice/Workdays
7*	Holidays
2	Conference Days

Inservice days may be substituted for teaching days within the contract year.

*When New Year's Day is observed on a Monday.

- B. There shall be the equivalent of one and one-half (1½) inservice days set aside prior to the start of school for teachers to prepare for the classroom assignments. At least ½ day will be set aside at the end of each grading period to prepare grades.
- C. It is recognized that the Board has the responsibility to set the annual school calendar. Prior to adoption of the calendar, proposed calendars will be referred to the teachers for review and recommendation.
- D. Paid holidays shall be as follows:
1. Third Monday in February
 2. Memorial Day
 3. Labor Day
 4. Veterans' Day
 5. Thanksgiving Day
 6. Martin Luther King, Jr. Day
 7. New Year's Day (when it is observed on a Monday)
- E. No teacher shall be required to teach on Saturday or Sunday, excepting extra duty contracts, as provided in the terms of the teacher's employment, or on any legal school holiday established by Oregon Revised Statutes (ORS) pertaining to schools.
- F. There will be no scheduled workdays between Christmas and New Year's, excluding required extra-duty activities (e.g., basketball tournament, wrestling match, etc.).
- G. Teacher attendance shall not be required whenever student attendance is not required due to inclement weather, power outages, or other such unforeseen circumstances beyond the control of the Board. Teachers' pay will not be docked for days missed; provided, however, that the Association agrees that such days may be made up at the option of the Board to incorporate the total number of teacher contract days, without additional compensation.
- H. If the districts anticipated cash carryover is projected to fall below seven (7) percent of the general fund budget based on the expenditure to object report, not sooner than January 1 of the current budget year, the teachers' bargaining committee and board's bargaining committee will convene and decide within 45 calendar days to determine the work year reduction. If the work year is reduced, employees will not be eligible for compensation (salaries and benefits for those

days eliminated from the work year.)

Article 6 – Work Schedule

A. Preparation time

Each teacher shall be provided planning and preparation time as follows:

1. 50 minutes per day within the student contact day for teachers in grades K-4; a minimum of 30 consecutive minutes should be prioritized.
2. One period per day for teachers in grades 5-12.

B. If a teacher is going to be absent more than 2 periods, timely notice must be given to the principal and the District will make every effort to hire a substitute before assigning teachers during their preparation time.

C. The professional day shall be eight (8) hours, inclusive of a thirty (30) minute duty-free lunch. Actual building hours may vary from building to building. Specific building hours will be set by the building principal. At the discretion of the principal, teachers may be excused with the students on Fridays and on days before school holidays or vacations.

D. It is hereby agreed that regular teachers shall substitute for absent teachers only when such substitution is emergency in nature and as such is deemed necessary by the building principal. Should a teacher be required to cover for any absent teacher and thus lose preparation time, that teacher will receive compensation at the rate of thirty dollars (\$30) per hour.

E. Consistent with the implicit recognition in SB 580 that class caps enhance effective teaching and learning; the District shall ensure that class size for grades K-4 shall be capped at 29. If the class size exceeds 29 students on or before the end of the 2nd 9-week term, the district will make every reasonable effort to fill that position with a temporary Certified teacher. If such a person cannot be found, then the teacher will receive a full time Educational Assistant.

Article 7 – Professional Meetings and Travel Allowance

- A. Prior approval by the Superintendent will be required for all trips.
- B. Teachers attending the same conference shall travel in the same vehicle, except as approved by the Superintendent
- C. The District will furnish transportation whenever possible.
- D. Teachers representing the District in attending preapproved conferences or transporting students to approved conferences or competitions will be reimbursed expenses as follows:
 - 1. Public conveyance at actual cost.
 - 2. Mileage costs for personal vehicles will be paid at the IRS Standard Mileage Rate.
 - 3. Payments for meals and commercial lodging for those in approved travel status shall be based upon the per diem rates published by the United States General Services Administration (GSA).
 - 4. All expenses will be reimbursed upon basis of the reimbursement claims accompanied by the proper receipts.

Article 8 – Compensation

A. Base Salaries

1. The 2022-2023 compensation schedule for all employees of this bargaining unit is attached to this Agreement as Appendix A-1 and by this reference is incorporated therein. It will include 3% increase over the 2021-2022 year.
2. The 2023-2024 compensation schedule for all employees of this bargaining unit is attached to this Agreement as Appendix A-2 and by this reference is incorporated therein. It will include 3% increase over the 2022-2023 year.
3. The 2024-2025 compensation schedule for all employees of this bargaining unit is attached to this Agreement as Appendix A-3 and by this reference is incorporated therein. It will include a 3% increase over the 2023-2024 year.

B. Advancement of the Salary Schedule

a. Advancement upon the salary schedule shall be dependent upon satisfactory evaluation. A written statement of intent to advance horizontally must be submitted by February 15th. Those employees who submit statements of intent after February 15th will not be eligible for horizontal movement until the beginning of the second school year following receipt of the statement of intent. Proof of completion to the district office by September 10th.

b. Credits for advancement on the salary schedule must be:

1. Upper division or graduate level college course, or courses needed for certification or part of an institution-approved degree program; or
2. A course which would definitely aid a teacher in his classroom teaching. If the course does not meet the criteria in (1) above, the Superintendent's approval is necessary for the credit to apply for salary schedule advancement; or
3. Site committee approved and authorized professional development hours with pre-approval of the superintendent.

5. Newly-Employed Persons

Criteria for determination shall be based upon credentials on file at the time of employment. The teacher shall sign an acknowledgment of the salary schedule placing at the time of employment, which acknowledgment will be placed in the personnel file.

6. CTE Teacher

Placement on the pay scale will be determined by the Superintendent and Union Representative to account for their years of leadership experience in their respective fields.

Column 1 – 0-5 year's experience

Column 2 – 6-10 years' experience
Column 3 – 11-15 years' experience
Column 4 – 16-20 years' experience

B. Extra Duty Pay

1. The rate of pay for extra duty assignments for the years 2022-2023 shall be that set forth on Appendix B attached to this Agreement and by this reference incorporated herein. For the remainder of the contract, the schedule at Appendix B shall increase consistent with base salary increases in 9.A. above.
2. All contracts for extra duty positions shall be separate from and in addition to teaching contracts. All evaluations of work performance in an extra duty position shall be separated from evaluations of teaching performance.
3. Payment for extra duty services shall be separate from teaching pay. Individuals with extra duty contracts may choose to receive their pay either in equal monthly payments during the contract or in a lump sum at the end of the contract period.
4. No teacher shall be required to perform extra duty responsibilities.

C. Extended Contracts

1. Any extension of a teacher's contract will be subject to approval by the Board.
2. Extended hourly contract pay will be commensurate with the teacher's regular contract pay for all District funded programs. Teachers who agree to tutoring will be paid the established district rate.

D. Payment

1. Regular payday shall be the 20th of each month. Teachers shall be given their June check on their last working day in June and their July and August checks mailed to a designated address on or before the last business day of June.
2. Payroll changes must be submitted to the deputy clerk 10 days prior to payday.

E. Extracurricular Activities

1. Pay rates for teachers performing extracurricular activities shall be those set forth in Appendix B attached to this Agreement and by this reference incorporated herein. These contracts are one-year, non-renewable contracts. For the remainder of the contract, the pay rates at Appendix B shall increase consistent with base salary increases in 9.A. above.

F. PERS Pick-up

Beginning with work performed on and after July 1, 1982, the District shall cease withholding from employees' monthly salaries the contributions required by state law, and shall "pick-up", assume, and pay a six percent (6%) employee contribution to the Public Employees Retirement Fund for

the employee members then participating in the Public Employees Retirement System. The full amount of required employee contributions “picked-up” or paid shall be considered as “salary” within the meaning of state law for the purpose of computing an employee member’s “final average salary” within the meaning of state law, but shall not be considered as “salary” for the purposes of determining the amount of employee contributions required to be contributed pursuant to state law. Such “picked-up” or paid employee contributions shall be credited to employee accounts pursuant to state law and shall be considered to be employee contributions for the purpose of state law. In the event this PERS pick-up is discontinued during the term of this Agreement, the District will make any adjustment in gross salary so there will be no loss of pay.

Article 9 – Fringe Benefits

- A. The District shall for 2022-2023 contribute \$1642 toward the cost of the premium for each full-time teacher and his/her family toward the purchase of an insurance package that shall include medical and dental insurance with an orthodontia, vision and employee only life insurance, AD&D and LTD with the same or comparable coverage as the present insurance program provides, including prescription benefits.

For the 2023-2024 contract years, the District shall contribute \$1717 toward the cost of insurance premiums for each full-time teacher and his/her family. The insurance package shall include medical and dental insurance, orthodontia, vision and employee only life insurance, AD&D and LTD, including prescription benefits.

For the 2024-2025 contract years, the District shall contribute \$1792 toward the cost of insurance premiums for each full-time teacher and his/her family. The insurance package shall include medical and dental insurance, orthodontia, vision and employee only life insurance, AD&D and LTD, including prescription benefits.

The benefit programs identified herein shall be provided only in accordance with the underwriting rules and regulations as set forth by the carrier(s) in the policy (policies) retained by the policyholder.

- B. Any employee who does not wish to participate in this program may not select any other benefit.
- C. Part-time employees shall have their insurance contribution pro-rated and may utilize payroll deduction if they wish full benefits for the portion of the premium the District does not pay.
- D. Any employee who chooses Plan H must actively participate in a Health Savings Account (HSA). (You must not have any other insurance plan to qualify for Plan H.) The cost of the bank account will be assumed by the employee. If the cost of purchasing Plan H medical insurance, dental, and vision plans is below the cap, the district will contribute up to the cap into the account. The District will front load the annual district contribution to the HSA if employee chooses Plan H.
- E. All insurance packages offered will comply with the new insurance laws. The District has the right to change the insurance rate structure if necessary to avoid affordable health care act taxes.
- F. Employees working for the District for fifteen (15) uninterrupted (except for normal break periods) years of service shall be paid through regular payroll a longevity stipend of \$1,500 in September of the start of their 16th year with the District.

Employees working for the District for twenty (20) uninterrupted (except for normal break periods) years of service shall be paid through regular payroll a longevity stipend of \$1,500 in September of the start of their 21st year with the District.

Employees working for the District for twenty-five (25) uninterrupted (except for normal break periods) years of service shall be paid through regular payroll a longevity stipend of \$1,500 in September of the start of their 26th year with the District.

Employees working for the District for thirty (30) uninterrupted (except for normal break periods) years of service shall be paid through regular payroll a longevity stipend of \$1,500 in September of the start of their 31st year with the District.

Article 10 – Site Committees

- A. School Board Policy IFCA establishes Site Committees (21st Century School Councils) in the schools. The Board and the Association mutually agree with the concept of the shared and decentralized decision making and therefore supports the continued growth and responsibility of the Site Committees.
- B. This article shall be enforced as long as the above referenced policy on Site Committees exists.
- C. A Staff Development Fund shall be established at each school and shall be administered exclusively by the Site Committee with input from the entire staff. The specific operational duties and responsibilities shall be developed by each Site Committee.
 - 1. Four hundred fifty dollars (\$ 450) per teacher (FTE) per building shall be set aside for site committee projects including but not limited to the following:
 - a. Supplies not furnished generally by the school budget.
 - b. Consultants.
 - c. Travel for Site Committee generated work.
 - d. Mini grants for programs or special needs/interest.
 - e. Recognition stipend for exemplary or special programs or performance.
 - f. Professional development reimbursement.
- D. Procedures for reimbursing employees for educational and professional development expenses are as follows:
 - a. The course work or workshop must be approved in advance by the site committee.
 - b. All decisions by the committee will be made by consensus, not majority vote.
 - c. Course work must be taken prior to June 30 for the employee to receive reimbursement during the fiscal year (July 1 - June 30).
 - d. A maximum for nine quarter credit hours tuition, or its equivalent, will be eligible for reimbursement at the state rate.
 - e. The committee will notify the Superintendent and District payroll clerk of staff to receive reimbursement and the amount to be reimbursed.
 - f. Monies in the fund may be used for professional development reimbursement of continuing education classes approved by the Site Committee.
 - g. Employees new to the District will only be reimbursed for course work taken after the date they actually begin work.

- h. Employees must provide notification of intent to move horizontally on the salary schedule in compliance with Section A 4(a) of Article 9. Authorization to move positions on the salary schedule remains with the Superintendent.
- E. The Site committee shall be fiscally responsible for the budgeting and expenditures of the site committee funds.
- F. Each Site Committee shall regularly report to the public and the board the progress of the Site Committee and the staff development at each school.

Article 11 – Payroll Deductions

- A. The District agrees to deduct from the salaries of bargaining unit members as requested in writing by the member the following:
 - 1. Association dues
 - 2. Premiums on District-approved insurance programs
 - 3. Tax-sheltered annuities
 - 4. Payments to the Credit Union
 - 5. United Fund
 - 6. OEA Foundation
 - 7. Pay for substitutes hired for personal leave
 - 8. Any other deductions mutually agreed upon between the District and the Association.
- B. All payroll deductions will be on a monthly basis. Any such payroll deductions shall be transmitted by the District in a timely fashion.
- C. The Association shall indemnify, defend and hold the District harmless against any claims made and against any suit instituted against the District due to payroll deductions made for the Association. The Association agrees to refund the District any amounts paid to it in error.
- D. In order to qualify as a deduction through payroll deduction, there must be a minimum of a five participants out of the eligible licensed personnel.
- E. Any fees incurred to the district from a TSA provider for Tax Sheltered Annuities will be paid by the Association member.

Article 12 – Leaves of Absence

A. Jury Duty and Court Appearance

1. Leaves of absence shall be authorized for jury duty and court appearances when the teacher's presence is required by subpoena or other valid order of the court or tribunal. Teachers may secure support from the District office in seeking relief from jury duty when it interferes with professional obligations to the teaching assignment. If the teacher is released from jury duty, he is to return as soon as possible to resume the duties of his job.
2. There will be no pay reduction for absence described in Article 4, section A, 1, above. Fees received by a teacher serving on the jury or making court appearances during the teacher's working hours, except mileage reimbursement, will be reported to the payroll clerk by the teacher and deducted from the teacher's pay.
3. The Court Appearance portion of this Leave shall not be applicable to cases where the employee or the Association is a complainant against the District.

B. Personal Leave

1. Personal leave shall be defined as: personal business that cannot be conducted during weekends, holidays, vacations, or after school hours.
2. The District agrees to grant three (3) days of personal leave per year. Annually, bargaining unit members shall be paid \$150.00 per day for each day of unused personal leave. Written request for payment of unused personal days must be submitted by the teacher during the last two days of school.
3. Except in emergency situations, three days' prior notice will be given to the principal. Acceptable substitutes must be available or leave may not be taken.
4. The use of personal leave to extend a vacation period shall be on a first come first served basis consistent with allowed percentages established and mutually agreed upon at each school site.

C. Sick Leave

1. Each full-time teacher shall be granted 80 hours' sick leave at full pay each school year. (Part-time teachers shall receive pro-rated benefits.)
 - a. Unused sick leave shall accumulate for an unlimited number of hours. The teacher may draw from the accumulated sick leave when the teacher has used the 80 hours' sick leave in any one school year.
 - b. Up to five (5) days of sick leave may be used for family illness each year to care for an ill child, spouse, parent, parent-in-law or person living in the employee's household.

2. A teacher intending to be absent from work because of illness shall give notice to either his principal or the person the Superintendent designates to receive the notice of intent to be absent. If the absence is for consecutive days, the teacher shall notify his principal of the probable date of return. The Superintendent may require substantiation of the teacher's illness as provided by law.
3. Sick leave shall be credited upon the teacher's completion of his first working day each year.
4. Each teacher shall be given an accounting of his used sick leave credits by June 30 of each year.

D. Family Leave

The District will comply with relevant state and federal law. (See Staff Handbook and/or Board Policy)

E. Bereavement Leave

An employee shall be granted a maximum of 5 days with pay and 5 days without pay for death in the immediate family each year. Immediate family is defined as: spouse, child, parent, grandparent, grandchild, brother, sister, parent of spouse, or resident responsibility of the employee. Bereavement leave for a situation not listed above, or additional time for unusual circumstances, may be allowed with the approval of the Superintendent.

F. Military Leave

Shall be granted in accordance with all applicable state and federal law.

G. Other Leave

The Board may grant other types of leave, either paid or unpaid, at the terms and conditions set by the Board. Any employee may request leave under this provision by submitting a written request to the Board through the Superintendent.

- H.** The Association shall be granted up to ten (10) days of leave each year for the purpose of fulfilling their responsibility as the collective bargaining representatives for the Association president or other designated members to attend conferences, workshops, or training programs related to Association activities. Members designated to use Association leave shall suffer no loss in pay. However, the Association shall pay the full District cost costs of any substitutes hired for such absences. Use of this leave shall be scheduled at least seven (7) days in advance. If no substitute is hired, no charge will be submitted to the Association.

Article 13 – Teacher Discipline

No teacher shall be disciplined except for just cause:

- A. The Association recognizes the right of the District and Board to establish and enforce reasonable regulations not in conflict with this agreement and to fairly discipline professional employees for violations of these rules and regulations. While many performance/disciplinary problems can and should be dealt with on an informal basis between the teacher and building administrator, serious disciplinary actions will be governed by the following practices: (For the purpose of this section, serious disciplinary actions will be defined as written reprimands, modified duty assignments, loss of pay, suspension from work, and non-advancement on the salary schedule.)
 - 1. Written notice of the violation will provide the information forming the basis for the disciplinary actions including:
 - a. How the disciplinary action taken is consistent with the violation.
 - b. Information regarding the background of the violation or violations and the investigative steps leading to the disciplinary action.
 - 2. An opportunity to discuss the situation with the immediate supervisor within five working days of the written notice.
 - 3. An opportunity to meet with the superintendent and/or building supervisor within ten working days of the written notice.
 - 4. The option of placing a written statement in the personnel file regarding the disciplinary action.
- B. Any teacher faced with dismissal or non-extension will be granted the following due process rights prior to any final action by the Board or administration:
 - 1. Prior written notice of the pending action;
 - 2. All information forming the basis of the pending action;
 - 3. An opportunity to respond to the charges at a hearing before the Board.
- C. Whenever any bargaining unit member is required to appear before the School Board or Superintendent concerning any matter which may be made a matter of record and could adversely affect the employee's continuation of employment, salary or any increments pertaining thereto, the employee shall be given prior written notice with the reasons for such meeting and shall be entitled to have a representative or legal counsel present.

Article 14 – Layoff/Reduction in Force

- A. In the event the Board, in its discretion, determines that a reduction in force is necessary, it will notify the Association as soon as practicable.
- B. In the event the Board, in its discretion, determines that a layoff is necessary, it will notify the Association and the teachers to be affected as soon as practicable. Should the Board need to lay off teachers as a result of the reduction, it will then determine the teachers to be laid off by means of the following criteria:
 - 1. Licensure;
 - 2. Seniority; and
 - 3. Competence.

If the District desires to retain a teacher with less seniority than a teacher being released under this section, the District must show that the teacher being retained is more competent. Competence is defined as the ability to teach a subject or grade level based upon recent teaching experience related to that subject or grade level within the last seven (7) years, but not based solely upon being licensed to teach.

Seniority shall be defined as the employee's total length of continued service in the District as a certificated teacher. Seniority will be computed and accrue from the teacher's first day of actual service with the District. Seniority shall continue to accrue during paid leaves, but shall not accrue during unpaid leaves. However, authorized unpaid leaves of absence shall not be considered to "break" continuity of employment. Resignations and terminations shall "break" continuity of employment.

The District shall make every effort to transfer teachers from courses scheduled for discontinuation to other positions for which they are licensed and qualified.

C. **Recall**

If, within twenty-seven (27) months of layoff, a vacancy occurs within the District for which a laid off teacher is licensed and qualified, the recall procedure outlined below will be followed:

- 1. The District will institute a recall procedure using the same criteria set forth in Section A, above, which will insure that teachers be recalled in the reverse order of layoff, provided the teacher is licensed and qualified to teach in the vacant position.

2. At the time of layoff, the District shall provide for laid off teachers to express in writing a desire to return to the District. The District shall also receive the teacher's address for recall notification. In the event of a recall, the District shall notify the teacher who has expressed a desire to return to the District of the recall by certified mail, return receipt requested, sent to the last address given by the teacher to the District office. The teacher will have 15 calendar days from the date of receipt to notify the District of intent to return. The teacher must thereafter be available to return to employment within 30 days from the date the recall notice was received or if employed elsewhere, at a time mutually agreed upon by the District and the employee. Failure of the teacher to respond within the 15 calendar days herein specified shall terminate a teacher's employment as a voluntary resignation.
 3. All benefits to which a teacher was entitled at the time of layoff, including unused accumulated sick leave, and seniority will be restored to the teacher upon the teacher's return to active employment, and the teacher will be placed on the proper step of the salary schedule for the teacher's current position according to the teacher's experience and education.
 4. Teachers covered by this Article will have the option to continue insurance programs at their own expense under COBRA Law.
 5. Teachers covered by this Article will be given consideration for substitute teaching; such will not affect teacher recall rights.
 6. During the twenty-seven (27) month recall period, no vacancy in the bargaining unit shall be filled until all laid off employees have been offered employment, provided they are certified for the vacancies.
- D. The layoff and recall procedure applies to all members of the bargaining units.
- E. Upon request, the District agrees to provide to the Association, a completed list of all certified employees, including each employee's date of hire and areas of certification.

Article 15 – Teacher Evaluation

A. Purpose

The purpose of the evaluation is to allow the teacher and the District to determine the teacher's development and growth in the teaching profession and to evaluate the performance of the teaching responsibilities.

B. Procedures

1. All teachers will be provided with copies of evaluation policies, procedure, criteria and forms. The administration shall review the evaluation procedure with teaching staff.
2. A pre-evaluation conference shall be arranged to establish performance goals based upon job description and performance standards and any other concerns or basis for evaluation the District wishes to consider.
3. All evaluations shall be in writing and, in part, be based upon written criteria which include the performance goals as well as any other concerns or basis for evaluation the District wishes to consider. When the district completes an evaluation electronically, a printed, hard copy will still be presented to the employee. The district shall provide the same confidentiality of electronic evaluation files that it provides for personnel files.
4. The evaluator will notify the teacher in writing of a performance deficiency(ies) when the evaluator determines that such a deficiency(ies) has become serious.
5. If a teacher is determined by the District to need a written program of assistance for improvement, such shall be given to the teacher and discussed. The employee will be notified of his/her right to have the Association assist them during meetings involving programs of assistance. The Association, when requested by the employee, will be allowed to provide feedback and input during the development of the program of assistance.
6. When a written program of assistance for improvement is completed, the District shall notify the teacher in writing of satisfactory or unsatisfactory completion. If a teacher is formally notified that continued failure to improve may result in dismissal or contract non-extension or non-renewal, the teacher shall be permitted representation for the remainder of the evaluation process.
7. Where an unsatisfactory performance is noted by a person conducting a classroom observation under District evaluation policies, the affected teacher will be given a post-observation conference concerning the noted performance deficiencies within 14 teacher workdays. If the teacher is not reasonably available for such conference within this period, the conference may be held at a later date when the teacher is available.
8. A teacher will not be evaluated solely in an area outside of his/her subject area unless the principles are those that are generally thought to be included in the subject area for which the teacher is licensed.

9. Follow-up meetings involving a program of assistance shall be held at the end of the work day unless the employee has the last period of the day as her/her preparation time. In those instances where an employee's preparation period is at the end of the day, follow-up meetings involving a program of assistance can be held during that period.

C. Consultation

Should the District decide to amend its evaluation policy, it will consult with the Association as per the requirement of ORS 342.850(2)(a).

All evaluations will meet the required guidelines outlined in SB 290 and the Oregon Department of Education requirements for teacher evaluations.

Article 16 – Personnel Files

- A. The file of each employee is confidential and shall be kept in the District Office. Should the District move to electronic files it shall provide the same level of confidentiality of as with hard copy files.
- B. No evaluation, disciplinary action, or complaint will be placed in a teacher's personnel file(s) unless the teacher has had an opportunity to review and receive a copy of the material. The teacher will 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. The teacher also will have the right to submit a written answer to such material and his/her answer will be attached to the file copy.
- C. A teacher may desire to consult with the District with respect to what materials should be retained in his/her file. If a teacher desires, he/she may have an Association representative present.
- D. A teacher may have access to review his/her file during regular District office hours. Upon request of the teacher, copies of material in the personnel file will be duplicated at the expense of the requesting teacher.

Article 17 – Maintenance of Classroom Control & Discipline

- A. Student disciplinary procedures shall exist for each school in the District. Any modification of the student disciplinary procedure shall be reviewed with the school faculty prior to implementation.
- B. The building principal will provide the teachers with the written classroom discipline procedure at the beginning of each school year. Teachers and administrators shall adhere to the procedure.
- C. Teachers may temporarily exclude a student from the classroom when the student's behavior is seriously disrupting the instructional program. The teacher will immediately notify the principal, or other designated administrator, of the exclusion, the reasons for such action, and complete the student referral form. As soon as practicable, the principal, or other designated administrator, will arrange for a conference to discuss the matter. At all times, final decision-making authority and the right to place the student in a classroom shall rest with the principal, or other designated administrator. Upon written request, the teacher will be provided with a written response from the principal or other designated administrator outlining the action taken on the referral. In cases of serious, violent, or repetitive disruptive behavior, the administrator will confer with the affected teacher(s) before returning the student to the activity or classroom from which the student was removed, except where the student is returned to class following completion of a period of automatic suspension required under District rules.

Article 18 – Grievance Procedure

A. Definitions

1. “Grievance” shall mean a complaint by an employee, group of employees, or the Association that there has been a violation of any provision(s) of this contract.
2. “Grievant” is the person, persons, or the Association having the grievance and presenting the complaint, also referred to as the complainant.
3. The “party of interest” is either the person or persons making the complaint or the person or persons against whom the complaint is made.
4. “Consultant” is the one who advises either party of interest.
5. “Representative” is the one who may speak for and/or advise a party of interest.
6. “Immediate supervisor” is the one who has direct administrative or supervisory responsibilities over the grievant in the area of grievance as assigned by the District.
7. “Days.” The term “days” when used in the Article shall, except where otherwise indicated, mean the grievant’s working days.
8. “Persons officially involved” means the Superintendent, his representative and/or consultant, the grievant, his representative and/or consultant, and witnesses.

B. General Procedures

1. Since it is most important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as the maximum and every effort should be made to expedite the process. The time specified, however, may be extended by written mutual consent of the parties at any level. The parties shall make good faith effort to shorten the number of days provided at the various steps whenever possible, in order to facilitate a decision.
2. All parties of interest have a right to consultants or representatives of their own choosing at each level of these grievance procedures.
3. There shall be no restraint, interference, discrimination, or reprisal exerted on any employee choosing to use these procedures for resolution of grievances.
4. Failure at any level of this procedure by the grievant to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. Failure at any level of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next level.
5. All documents, communications and records of a grievance will be filed in the School District office separately from the personnel files.
6. In the course of investigating any grievance, representatives of either party of interest who

need to contact an employee or student in school, will contact the building supervisor of the building being visited and will state the purpose of the visit immediately upon arrival.

7. Every effort will be made by all parties to avoid interruption of classroom and/or any other school-sponsored activities.
8. Every effort will be made by all parties to avoid the unnecessary involvement of students in the grievance procedure.
9. All parties in interest will process grievances after the regular workday or at other times which do not interfere with assigned duties.
10. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent and the processing of such grievance shall be commenced at Level Two.
11. Financial responsibility. Each party shall pay any and all costs incurred by said party, except as defined in Level Five.
12. The grievance procedure will not be used while a grievant is under the jurisdiction of the courts or has resorted to the judicial process.
13. Subject to the Public Meetings Law, all meetings and hearings under these proceedings shall be closed, unless the grievant requests an open meeting.

C. Levels of Grievance

Level One – Informal

1. Each grievance shall have to be initiated within twenty (20) days after the occurrence of the cause for the complaint. However, if the grievant did not become aware of the occurrence until a later date, then he must initiate action within twenty (20) days following his first knowledge of the cause. Failure to initiate action, within the specified time line, shall result in the loss of the grievance.
2. The grievant will first discuss his grievance with his principal or immediate supervisor, either individually or accompanied by a representative, with the objective of resolving the matter informally.

Level Two – Formal

1. If the grievant is not satisfied with the disposition of the grievance at Level One he may file a written grievance with his immediate superior (who has administrative authority to act) within ten (10) days following the decision at Level One. The grievance shall set forth the grounds upon which the claim is based, citing the article(s) of the contract violated, and the specific remedies being sought. The immediate supervisor shall communicate his decision in writing within ten (10) days to the grievant.

2. Within five (5) days of receipt of the decision rendered by the immediate supervisor, the grievant, if he is not satisfied with the decision of the immediate supervisor, may appeal in writing to the Superintendent.

Level Three – Superintendent

1. Appeals to the Superintendent shall be heard by the Superintendent or his representative within ten (10) days of his receipt of the appeal. Written notice of the time and place of the meeting shall be given five (5) days prior thereto to the grievant, his representative, or any other persons officially involved in the grievance.
2. Within ten (10) days of hearing the appeal, the Superintendent or his representative shall communicate to the grievant and all other parties officially present at the hearing his written decision, which shall include supporting reasons therefore.
3. If the grievant is not satisfied with the decision of the Superintendent, he may file a written appeal with the Superintendent within five (5) days from the receipt of the Superintendent's decision. The appeal shall state the reason(s) for appealing the Superintendent's decision and shall request appeal to Level Four, District Board of Directors.

Level Four – District Board of Directors

1. Within five (5) days of the receipt of the appeal, the District Board of Directors will notify all official parties of the hearing to be held within ten (10) days of receipt of the appeal. The Board of Directors shall hear arguments of the Superintendent or his representative and the grievant. At the request of the grievant, the hearing before the Board shall be a public hearing, subject to the Public Meetings. Law.
2. Within ten (10) days following the hearing, the District Board of Directors shall render a decision in writing to all official parties.
3. If the grievant is not satisfied with the disposition of the grievance at Level Four, within fifteen (15) calendar days (not including Christmas and Spring Break) from the receipt of the Board's decision, the grievant may, with the written consent of the Association, request arbitration. Such notice must be in writing and directed to the Superintendent and Board Chairman.

Level Five – Binding Arbitration

1. Upon receipt by the District of a written notice of submission to arbitration, the District will select one person, the Bandon Education Association will select one person with the purpose of these two representatives mutually agreeing upon an arbitrator. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the 10 day period, a request for a list of arbitrators will be made by the Board representative or the Bandon Education Association to the Employment Relations Board. Upon receipt of the list of arbitrators, the parties will select the arbitrator in accordance with the rules of the E.R.B.
2. The arbitrator so selected will confer with the representatives of the District and the Association and hold hearings promptly and will issue his decision not later than (30) days from the date of the close of the hearing or, if oral hearings have been waived, then form

the date the final statement and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties.

3. The costs for the services of the arbitrator will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.
4. Except as otherwise expressly provided in this Agreement, arbitration will be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. If any question arises as to whether a particular claim is subject to arbitration under the provisions of this Agreement, such question will first be ruled upon by the arbitrator selected to hear the grievance.

Article 19 – Rights of Professional Employees

A. Notification of Assignments

1. Teachers who were employed by the District during any given year shall be notified in writing of any change in their teaching assignments for the following school year no later than the last contract day of the school year.
2. Teachers newly hired prior to the beginning of any school year shall be notified in writing of their assignment no later than August 1st or their date of hire, whichever is later.
3. Exceptions to the notification deadlines in 1 and 2 above may be made in emergency situations or cases of unusual or extenuating circumstances beyond the control of the District.

B. Personal Life

The Board recognizes that the personal life of employees covered by this contract is not an appropriate concern of the Board, except as the employee's life may affect work or professional performance.

Article 20– Complaint Procedure

- A. If a complaint is made against a teacher, such complaint shall be processed under the following circumstances.
 - 1. If the administrator intends to make a record in the evaluation report of a complaint received concerning the teacher;
 - 2. If the administrator intends to place a record of such complaint in the teacher’s personnel file;
 - 3. If, in the administrator’s judgment, such complaint is sufficiently relevant to the teacher’s performance as to indicate the desirability of a conference.
- B. Pursuant to Section A, above, the administrator shall present the complaint along with the name of the complainant in writing to the teacher within ten (10) working days, after the complaint is made to the administration. Within five (5) days of presenting the complaint in writing, the administration shall hold a conference with the teacher to discuss the complaint. The teacher may be represented by a representative of the teacher’s choice at any conference or meeting dealing with a complaint.
- C. If the supervisor/administrator considers it appropriate, after consulting with the employee, reasonable efforts will be made to have a meeting between the complaining party and the employee to resolve the matter. When no meeting can be arranged between the complaining party and the employee, the principal or immediate supervisor may talk with the complainant and will talk to the employee to discuss the merits of the complaint and shall attempt to resolve the matter.
- D. Within five (5) days of the conference, the administrator shall give the teacher, in writing, the disposition of the complaint.
- E. Any such complaint which the administration chooses not to discuss with the teacher or which is not discussed within the required time shall not be considered in the teacher’s evaluation and shall not be used against the teacher in any subsequent action by the District.
- F. The teacher shall have the right to attach written statement to any written material placed in the teacher’s personnel file.
- G. Board members will refer members of the public or District employees who have a complaint to the Superintendent for distribution to the appropriate administrator.

Article 21 – Contract Terms

- A. If any provision of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any such tribunal, the remainder of this Agreement shall not be affected thereby, and upon request of either the District or the Association the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement of such provisions.
- B. Where the individual employee contract or District policy comes in conflict with the provisions of this Agreement, the provisions of this Agreement shall govern.

Article 22 – Association Rights

A. Information

Upon request the District agrees to furnish to the Association with public information necessary for its functioning as the bargaining representative of the teachers. In accordance with HB 2016, the District shall provide new hire information to the Association (president) within 10 days of hire and shall provide 30 minutes of time with the new hire during the work day.

The Board shall provide a copy of the unapproved minutes of its last meeting, and an agenda for the next meeting to the president of the Association.

B. Use of Buildings

The Association and its representatives may have the right of access to school buildings providing there is no interference with the regular school program. No meeting shall be held in any school building without prior notification and approval of the administrator of that building or the Superintendent.

C. Use of Equipment and Services

The Association may have access to use school equipment, so long as the Association pays for the reasonable cost of all materials and supplies incidental to such use, and for any repairs necessary as a result thereof. The Association will make a quarterly report of use and payments to the District Clerk.

D. Paid Orientation Time

The District shall ensure that the Association is afforded time during in-service with each returning and new bargaining unit member. The District shall also allow Association orientation time with each mid-year new hire.

E. Paid Time – Designated Association Representatives

The District shall ensure that designated Association representatives shall suffer no loss of pay while engaging in union activities specified in recent PECBA amendments (HB 2016).

Article 23 – Vacancies, Voluntary and Involuntary Transfers

A. Vacancies

A vacancy shall be defined for purposes of this contract as a situation where either a vacant position was previously held by an employee or where a new position covered by this Agreement is created, and the position is one which the District intends to fill.

1. No vacancy will be filled until all laid-off employees who are eligible for recall, pursuant to Article 16, Section B, have been offered employment.
2. Whenever a vacancy arises, the Superintendent or designee shall post in all school buildings a list of known vacancies and mail copies of such vacancies to all Association members. Vacancy will be posted in house for at least three (3) days prior to being posted to the public.
3. Teachers with specific interests in possible vacancies that occur after June 1, will notify the Superintendent of their interest, in writing, during the last regular week of school and shall include a summer address.
4. Should a vacancy occur, the teachers who have expressed a written interest in the position shall be mailed a copy of the posting.
5. The teachers so notified shall have the responsibility of applying for the position and will be considered along with all other applicants.
6. When filling vacancies with current staff, the District shall consider experience, competency and qualifications of the applicant, length of service in the District and may consider any other relevant factors.
7. If a District employee applies for a vacancy and is not selected, he shall receive written reasons for nonselection.
8. The Administration or District shall work with relevant staff to include a teacher on the hiring committee for open positions.

B. Voluntary Transfers

Teachers who desire a change in grade or assignment or who desire to transfer to another building shall make a written request to change or transfer to the Superintendent. The administration will act on such requests as soon as it is reasonably possible if a vacancy exists in the area or building to which the teacher has requested transfer.

C. Involuntary Transfers

1. When a teacher is involuntarily transferred, he/she will have the opportunity to make known to the appropriate administrator his/her wishes regarding a new assignment.

2. Notice of an involuntary transfer will be given as soon as reasonably possible.
3. An involuntary transfer will be made only after a meeting between the teacher and the principal at which time he will be notified of the reasons for the transfer.
4. Teachers being involuntarily transferred or reassigned will be informed of appropriate vacancies known at the time the transfer decision is being made. Teachers will be able to indicate their preference of assignment. If possible, the teacher being involuntarily transferred will visit the new assignment prior to transfer.
5. Teachers who are involuntarily transferred or reassigned during the school year may request paid release time or extended contract time in order to prepare for the new assignment. If the request is denied, reasons will be given in writing.

Article 24 – Distance Learning Program

- A. In the event that a Distance Learning Program needs to be implemented in the District, due to the State of Oregon determining long term school closures, an MOU process will be triggered. The process will include the union and the district agreeing on terms for how to best move forward to avoid a hybrid learning situation.

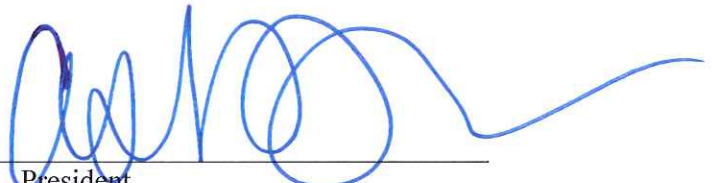
Article 25 – Term of Agreement

- A. The Agreement shall be effective upon ratification, and shall be binding upon the District, the Association and its members and shall remain in full force and effect through June 30, 2025. The salary provisions of the Agreement (Article 9) shall be effective July 1, 2022.
- B. The parties acknowledge that, during the negotiations which result in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- C. This Agreement shall be binding for additional periods of one year unless either the District or the Association gives written notice to the other not later than November 1st prior to the expiration of this Agreement or any renewal thereof, of its desire to modify the Agreement for a successive term or to terminate the Agreement.

BANDON SCHOOL DISTRICT NO. 54

BANDON EDUCATION ASSOCIATION

BY: 
Chair Board of Directors

BY: 
President

BY: 
Superintendent/Clerk

BY: 
Secretary

Appendix A – Salary Schedule

Appendix A1 2022-2023 Licensed Salary Schedule								
	BA	BA+15	BA+30	BA+45	BA+60	BA+75	BA+90	BA+105
							MA	MA+15
1	40,192.00	41,377.00	42,563.00	43,748.00	44,934.00	46,120.00	47,306.00	48,491.00
2	42,081.00	43,266.00	44,452.00	45,637.00	46,823.00	48,009.00	49,195.00	50,380.00
3	43,970.00	45,155.00	46,341.00	47,526.00	48,712.00	49,898.00	51,084.00	52,269.00
4	45,859.00	47,044.00	48,230.00	49,415.00	50,601.00	51,787.00	52,973.00	54,158.00
5	47,748.00	48,933.00	50,119.00	51,304.00	52,490.00	53,676.00	54,862.00	56,047.00
6	49,637.00	50,822.00	52,008.00	53,193.00	54,379.00	55,565.00	56,751.00	57,936.00
7	51,526.00	52,711.00	53,897.00	55,082.00	56,268.00	57,454.00	58,640.00	59,825.00
8		54,600.00	55,786.00	56,971.00	58,157.00	59,343.00	60,529.00	61,715.00
9			57,675.00	58,860.00	60,046.00	61,231.00	62,418.00	63,604.00
10				60,749.00	61,935.00	63,120.00	64,307.00	65,493.00
11					63,824.00	65,009.00	66,196.00	67,382.00
12						66,898.00	68,085.00	69,271.00
13							69,974.00	71,160.00
14								73,049.00

Appendix A2 2023-2024 Licensed Salary Schedule								
	BA	BA+15	BA+30	BA+45	BA+60	BA+75	BA+90	BA+105
							MA	MA+15
1	41,397.00	42,618.00	43,840.00	45,061.00	46,282.00	47,504.00	48,725.00	49,946.00
2	43,343.00	44,564.00	45,785.00	47,006.00	48,227.00	49,450.00	50,671.00	51,892.00
3	45,289.00	46,510.00	47,731.00	48,952.00	50,173.00	51,395.00	52,616.00	53,837.00
4	47,234.00	48,456.00	49,677.00	50,898.00	52,119.00	53,341.00	54,562.00	55,783.00
5	49,180.00	50,401.00	51,622.00	52,843.00	54,065.00	55,287.00	56,508.00	57,729.00
6	51,126.00	52,347.00	53,568.00	54,789.00	56,010.00	57,232.00	58,453.00	59,675.00
7	53,072.00	54,293.00	55,514.00	56,735.00	57,956.00	59,178.00	60,399.00	61,620.00
8		56,238.00	57,459.00	58,681.00	59,902.00	61,124.00	62,345.00	63,566.00
9			59,405.00	60,626.00	61,847.00	63,068.00	64,290.00	65,511.00
10				62,572.00	63,793.00	65,014.00	66,236.00	67,457.00
11					65,739.00	66,960.00	68,182.00	69,403.00
12						68,905.00	70,128.00	71,349.00
13							72,073.00	73,294.00
14								75,240.00

Appendix A3 2024-2025 Licensed Salary Schedule								
	BA	BA+15	BA+30	BA+45	BA+60	BA+75	BA+90	BA+105
							MA	MA+15
1	42,639.00	43,897.00	45,155.00	46,412.00	47,670.00	48,929.00	50,187.00	51,444.00
2	44,643.00	45,901.00	47,159.00	48,417.00	49,674.00	50,933.00	52,191.00	53,449.00
3	46,647.00	47,905.00	49,163.00	50,421.00	51,678.00	52,937.00	54,195.00	55,453.00
4	48,651.00	49,909.00	51,167.00	52,425.00	53,682.00	54,941.00	56,199.00	57,457.00
5	50,656.00	51,913.00	53,171.00	54,429.00	55,686.00	56,945.00	58,203.00	59,461.00
6	52,660.00	53,917.00	55,175.00	56,433.00	57,691.00	58,949.00	60,207.00	61,465.00
7	54,664.00	55,921.00	57,179.00	58,437.00	59,695.00	60,953.00	62,211.00	63,469.00
8		57,925.00	59,183.00	60,441.00	61,699.00	62,957.00	64,215.00	65,473.00
9			61,187.00	62,445.00	63,702.71	64,960.00	66,219.00	67,477.00
10				64,449.00	65,707.00	66,964.00	68,223.00	69,481.00
11					67,711.00	68,969.00	70,227.00	71,485.00
12						70,973.00	72,231.00	73,489.00
13							74,236.00	75,493.00
14								77,497.00

Appendix B

BEA COOPERATIVE EXTRACURRICULAR SALARY SCHEDULE 2022-2023

Base Salary: \$40,192 (based on 2022-2023 3% increase)

Column A	Column B	Column C	Column D	Column E
Head HS Football Head HS Volleyball Head HS Basketball Head HS Baseball Head HS Softball Head HS Track Head HS Cross Country	Asst HS Football JV Football JV Volleyball JV Basketball JV Baseball JV Softball Head Golf	All MS Head Coaches Asst HS Volleyball Asst HS Basketball Asst HS Baseball Asst HS Softball Asst HS Track HS Yearbook Advisor Head Speech and Debate	All MS Asst Coaches Head HS Cheerleading-Fall Head HS Cheerleading-Winter HS/MS Drama MS Yearbook Advisor Asst Speech and Debate HS Leadership Music – HS Band High School Pep Band High School Vocal Tag – all schools stay Step 4	MS Leadership Club Advisor Middle School Band Middle School Vocal Elementary Music

Yrs. Exp	Column A	Column B	Column C	Column D	Column E
0	11.5% (\$4,622)	8.5% (\$3,416)	6.25% (\$2,512)	4.0% (\$1,607)	1.0% (\$402)
1	12.0% (\$4,823)	9.0% (\$3,617)	6.75% (\$2,713)	4.5% (\$1,809)	1.5% (\$603)
2	12.5% (\$5,024)	9.5% (\$3,818)	7.25% (\$2,914)	5.0% (\$2,010)	2.0% (\$804)
3	13.0% (\$5,225)	10.0% (\$4,019)	7.75% (\$3,115)	5.5% (\$2,211)	2.5% (\$1,005)
4	13.5% (\$5,426)	10.5% (\$4,220)	8.25% (\$3,316)	6.0% (\$2,412)	3% (\$1,206)
5	14.0% (\$5,627)	11.0% (\$4,421)	8.75% (\$3,517)	6.5% (\$2,612)	3.5% (\$1,407)

- Coaches will receive an additional 4% of their coaching stipend for each week that their team advances into post-season play.
- Credit is given for coaching experience (middle or high school level) only in the same sport.
- High School assistant coaching experience counts (3 years HS assistant = 1 year head coaching experience) when an assistant coach advances to head coach in the same sport.
- Middle School coaching experience counts (3 years MS coach = 1 year HS coach) when a middle school coach advances to high school coach in the same sport.
- Teachers/Staff hired to perform the following types of duties shall be compensated at minimum wage, with a two-hour minimum. Proctor at athletic events, dances, concerts, rooter buses; ticket takers/sellers; scorekeepers; PA announcer; clock; etc.

Special consideration for other advisors:

- Extracurriculars will not receive stipend without participants.
- HS ASB Advisor – Column D per year if performed by a staff member and is not included in administrative duties.
- Music Stipends – per year when there are two separate evening productions performed

This salary schedule will be updated and implemented for the 2022-2023 school year.

Athlete to Coach Ratio

Football	Up to 20 = 2 paid coaches
	More than 20 = 3 paid coaches
Volleyball	Up to 24 = 2 paid coaches
	More than 24 = 3 paid coaches with C squad
Basketball	Up to 24 = 2 paid coaches
	More than 24 = 3 paid coaches with C squad
Baseball	Up to 24 = 2 paid coaches
	More than 24 = 3 paid coaches includes JV
Softball	Up to 24 = 2 paid coaches
	More than 24 = 3 paid coaches includes JV
Speech	Up to 12 = 1 paid coach
	More than 12 = 2 paid coaches

Memorandum of Agreement

Sick Leave Fund

Purpose: The purpose of the Sick Leave Fund is to provide a safety net for employees who face long-term serious illnesses and have exhausted sick leave and do not qualify for long-term disability or worker's compensation benefits.

- A. The District will contribute \$5000 per year to a Sick Leave Fund to provide relief for employees who are suffering from long-term illnesses and have exhausted their sick leave.
- B. Any funds not used during the school year will be carried over to the next contract year. The Sick Leave Fund will not accumulate beyond a maximum of \$15,000.
- C. The Association will create a committee to review requests and make decisions as to who may receive compensation from the fund based on the criteria outline in the remainder of this memorandum.
- D. When a participant faces a long-term, serious illness (absences exceeding more than ten (10) consecutive workdays, has exhausted his/her sick leave and is not collecting worker's compensation or long-term disability, he/she may request funds. The funds can be requested for the period of time that an employee is ill or receiving treatment for the illness. No one shall be awarded more than \$6,000 or the amount which exists within the fund (whichever is less) in any one year or receive double compensation (no disability or workers' compensation benefits) for days on leave.
- E. Prior to requesting leave from the Sick Leave Fund, the employee must have exhausted all accumulated paid leave.
- F. The committee shall require a physician's statement prior to the granting of the request to access the Sick Leave Fund. Lack of medical verification, failure to exhaust all available leave, or receipt of other salary reimbursement benefits may be used to deny a request for compensation from the Sick Leave Fund.
- G. By October 15 of each year, the District shall notify the Association in writing of the balance of the Sick Leave Fund.
- H. This memorandum will be for a term of three (3) years and then the parties may evaluate the cost, effectiveness and usefulness of the Sick Leave Fund.

