

**Alsea School District 7J
Certified Staff
Collective Bargaining Agreement**

2024 - 2027

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ARTICLE 1 - Recognition

- A. The board recognizes the Alsea Education Association "Association" as the exclusive bargaining representatives, as defined in ORS 243.650(8), on wages, hours and conditions of employment for all licensed personnel through TSPC, and other state agencies, such as OHA, employed by the Alsea School District "District" and paid via the salary schedule.
- B. Specifically excluded from the bargaining unit are supervisory and confidential employees, substitute teachers, and temporary teachers working less than sixty (60) continuous days.
- C. The purpose of this article is to recognize the right of the bargaining agent to represent the licensed personnel in the bargaining unit in negotiations with the Alsea School District 7J Board of Directors "Board." Granting of recognition is not to be construed as obligating the Board in a way to continue any functions or policies. The Board reserves the right to create, combine or eliminate any positions as, in its judgment, is deemed necessary.

ARTICLE 2 - District Functions

- A. It is recognized that the Board has and will continue to retain the rights and responsibilities to operate and manage the school system and its programs, facilities, properties and activities of its licensed personnel.

- B. Without limiting the generality of the foregoing (paragraph A) it is expressly recognized the Board's operation and managerial responsibility includes:
 - 1. The right to determine the location of schools and other facilities of the school system, including the right to establish new facilities and to relocate or close old facilities.

 - 2. The determination of the financial policies of the District including the general accounting procedures, inventory of supplies, and equipment procedures and public relations.

 - 3. The determination of the management, supervisory or administrative organization of each school or facility in the system and the selection of licensed personnel for promotion to supervisory, management or administrative positions.

 - 4. The maintenance of discipline and control and use of the school system property and facilities.

 - 5. The determination of safety, health and property protection measures where legal responsibility of the Board or other government units is involved.

 - 6. The right to enforce the rules and regulations now in effect and to establish new rules and regulations from time to time not in conflict with this Agreement.

 - 7. The direction and arrangement of all the working forces in the system including the right to hire, suspend, discharge or discipline, or transfer employees.

 - 8. The right to relieve licensed personnel from duty for poor unacceptable work or for other legitimate reasons.

9. The creation, combination, modification, or elimination of any licensed personnel position deemed advisable by the Board.
10. The determination of the size of the working force, the allocation and assignment of work to licensed personnel, the determination of policies affecting the selection of licensed personnel, and the establishment of quality standards and judgment of the licensed personnel performance.
11. The determination of the layout and the equipment to be used and the right to plan, direct and control school activities. The determination of the processes, techniques, methods and means of teaching and the subjects to be taught.
12. The right to establish and revise the school calendar, establish hours of employment, to schedule classes and assign workloads, and to select textbooks, teaching aids, and materials.
13. The right to make assignments for all programs of an extracurricular nature.

Nothing in this agreement shall limit in any way the District's contracting or subcontracting of work or shall require the District to continue in existence any of its present programs in its present form and/or location or on any other basis.

- C. The foregoing enumeration of the functions of the Board shall not be considered to exclude other functions of the Board not specifically set forth; the Board retaining all functions and rights to act not specifically nullified by this Agreement.

ARTICLE 3 - Nondiscrimination

The Association, the District, and the Board affirm their adherence to the principles of free choice and agree that they shall not discriminate against any licensed personnel covered by this Agreement because of age, race, religion, sex, national origin, marital status, disability, membership or non-membership in the Association. The provision of this clause shall not be subject to arbitration or the grievance procedure.

ARTICLE 4- Strikes and Lockouts

- A. The Association and the members of the bargaining unit, as individuals of and as a group, will not initiate, cause, permit, or participate or join in any other restriction of work except in compliance with Oregon law. Licensed personnel in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established by the Association or by any other labor organization in violation of Oregon law, or any picket line established by any other labor organization. Disciplinary action, including discharge, may be taken by the District against any licensed personnel engaged in a violation of this article. Such disciplinary action may be undertaken at the option of the District and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the District.

- B. The District agrees there will be no lockouts as a consequence of any disputes during the period of this agreement.

ARTICLE 5 - Payroll Deductions

- A. This District agrees to deduct from the salaries of its licensed personnel:
- Regular Association dues;
 - District approved voluntary deductions, as approved by the unit member and as per Board Policy DLB.

B. Association Dues:

The District shall deduct dues, fees, and any other assessments or authorized deductions to the Association in accordance with the payroll deduction authorizations signed by unit members and provided to the Association. The Association shall provide the District with a list identifying the employees who have signed such authorizations and the authorized deduction amounts, as well as payment remittance data instruction for reporting dues payments. The District shall rely on the authorization list and the payment remittance data instructions to make the authorized deductions and to remit payment and data to the Association.

Alsea EA/OEA/NEA dues shall be equally divided and deducted ten times a year beginning in October through the second June paycheck. If a bargaining unit member becomes an Association member after the start of the school year, their dues shall be prorated and divided equally on their remaining paycheck.

- C. Premiums for out-of-pocket Board-approved insurance programs (medical, dental, and vision) that qualify as an IRS Section 125 will be deducted from the bargaining unit member's gross salary.
- D. The Association agrees to hold the District harmless against any and all claims, suits, orders, or judgments brought against the District as a result of the provisions of this article if the
- E. The District notifies the Association within Thirty (30) days of such claim and tenders to the Association the defense of such claim.
- F. This article shall be subject to ORS 243.666.
- G. Licensed personnel have the right to join the local Association, but membership in the Association shall not be required as a condition of employment. The District will advise all newly employed personnel at the time of their employment that the Association is their exclusive bargaining representative.

ARTICLE 6 - Grievance Procedure

- A. The purpose of this procedure is to provide an orderly method of resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure, and there shall be no suspension of work or interference with the operations of the school system. Meetings or discussions involving grievances, or these procedures shall not interfere with the duties of any licensed personnel. Any grievant may be represented at all stages of the grievance procedures by them and/or at their option by a representative selected by the Association.
- B. For the purpose of this Agreement, a grievance is defined as an alleged violation of the terms of this Agreement.
- C. Aggrieved licensed personnel shall promptly attempt to resolve the grievance informally between the employee and his supervisor. If the grievance is not resolved informally, then the grievance will be processed in the following manner and within the stated time limits:

Step 1:

The aggrieved shall reduce to writing the grievance and submit it to their immediate supervisor. If the aggrieved does not submit his grievance to their immediate supervisor in writing within fifteen (15) working days after the facts upon which the grievance is based first occur or first become known to the aggrieved, the grievance will be deemed waived. The aggrieved may be accompanied by one other member of the Association when presenting the written grievance. The immediate supervisor will reply in writing to the aggrieved with a copy to the Association within (15) working days after receipt of the written grievance.

Step 2:

If the grievance is not settled in Step 1 and the aggrieved wishes to appeal the grievance to Step 2, the aggrieved may file the grievance in writing to the Superintendent within fifteen (15) working days after receipt of their immediate supervisor's written answer. The written grievance shall give a clear and concise statement of the alleged grievance including the fact upon which the grievance is based, the issues involved, the agreement provisions involved, and the relief sought. The Superintendent shall thoroughly review the grievance, arrange for necessary discussion, and give a written answer to the aggrieved with a copy to the Association no later than fifteen (15) working days after receipt of the written grievance.

Step 3:

If the grievance is not settled in Steps 1 or 2, the aggrieved may file the grievance in writing to the Board within fifteen (15) working days after receipt of the Superintendent's written

answer. The written grievance shall give a clear and concise statement of the alleged grievance; and the relief sought. The Board shall thoroughly review the grievance, arrange for necessary hearing, and give a written answer to the aggrieved with a copy to the Association no later than fifteen (15) working days after receipt of the written grievance.

Step 4:

Grievances not settled in Step 3 of the grievance procedure may be appealed to arbitration, provided written notice of a request for arbitration is made to the Board and their representative within fifteen (15) working days of receipt of the answer in Step 2. When a timely request has been made for arbitration, the parties to this contract or their designated representatives shall attempt to select an impartial arbitrator. Failing to do so, they shall within fifteen (15) working days of the appeal, jointly request the Employment Relations Board to submit a list of five (5) arbitrators. If mutually agreed upon by both parties, the source of arbitrators may be the Employment Relations Board. As soon as the list has been received, the parties or their designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list, and the fifth and remaining name shall act as the arbitrator. The arbitrator shall schedule a hearing on the grievance, and after hearing such evidence as the parties' desire to present, shall render a written decision. The arbitrator shall have no power to substitute his discretion for that of the Board in any matter not specifically contracted away by the Board. A decision of the arbitrator, shall within the scope of his authority, be binding upon the parties.

- D. The Board and the Association will share equally any joint costs of the arbitration procedure, such as the fee and expense of the arbitrator and the cost of the hearing room.
- E. The Association may file grievances, but the grievance shall not be arbitrary or capricious.
- F. All documents, communications and records of a grievance will be filed in the District Office separate from the personnel files.
- G. There shall be no restraint, coercion, interference, discrimination, or reprisals exerted on any individual or groups of individuals involved in the grievance procedure by reason of such participation. This section applies both to the District and Association.

ARTICLE 7 - Assignments and Transfers

- A. Grade, subject, extra duty, and worksite assignments shall be made by the District, subject to any requirements in this contract. When making assignments, the District will take into consideration the employee's licensure, experience, training, and service to the District.
- B. A vacancy shall be defined as whenever a licensed bargaining unit position or a licensed extra duty assignment is open because of retirement, resignation, termination, transfer, or extended leave of a current licensed personnel, or because of the creation of a new bargaining unit position, program, or licensed extra duty assignment or the reinstatement of a previously funded bargaining unit position, program, or licensed extra duty assignment.

A vacancy will be announced to all teachers via District email. The vacancy will be posted for a minimum of ten (10) calendar days following that email announcement.

All licensed personnel shall have the right to apply for a vacancy. Licensed and qualified personnel shall be granted an interview for the vacancy.

These provisions shall be superseded by Article 22 if a licensed personnel is laid off and has recall rights to bargaining unit position.

- C. When making transfers, the District, where practical, shall take the training, experience, service to the District, and the wishes and convenience of the licensed personnel into consideration; however, it is understood that the instructional requirements and best interests of the school system and the pupils are of primary importance.
- D. Any licensed personnel desiring a transfer to another grade, subject, worksite, or program shall make their request via District email to the Superintendent on or before February 1 in order for it to be considered for the following school year. The District shall confirm receipt of the transfer request and consider this request. The District shall notify the licensed personnel prior to June 15 if they will be accepting this request and initiating a transfer. That initial transfer shall not be considered a vacancy and section B of this article shall only apply if the act of the transfer creates a new vacancy. In the event that unforeseen circumstances allow for the District to accept transfer request after June 15, the transfer window may be extended by mutual agreement. Otherwise, the application for transfer shall be considered expired and would need to be renewed by the following February 1st for consideration.
- E. Licensed personnel shall be notified of their assignment by June 15th.
- F. Any contract licensed personnel is considered as having a continuing contract but must sign an annual contract. By state law, they must give the District sixty (60) days' notice if they wish to resign their position.

ARTICLE 8 - Employee Rights

- A. No employee will be disciplined, reprimanded in writing, reduced in rank or compensation, or suspended, without just cause.
- B. Just cause in the Agreement shall mean:
1. The licensed personnel will be given timely written notice of charges against them.
 2. There will be a thorough and fair investigation of the charges before any discipline is administered.
 3. The licensed personnel required to attend a meeting regarding a matter that could affect the continued employment of the licensed personnel shall be given the reasons for the meeting at least forty-eight (48) hours in advance of the meeting.
 4. The licensed personnel shall have the right to have representatives of their choice present at any meeting of an investigatory nature with a supervisor or the Board, which they reasonably believe might result in disciplinary action.
 5. All information forming the basis of disciplinary action will be made available to the licensed personnel at the licensed personnel's request.
 6. There must be substantial evidence or proof that a licensed personnel is guilty as charged.
 7. Discipline will be administered in a way that is reasonably related to the offense and to the record of the licensed personnel.
 8. Disciplinary actions will be applied evenhandedly.
 9. The licensed personnel will have forewarning or foreknowledge of the possible or probable disciplinary consequences of his conduct, except for those offenses (including theft, insubordination, and intoxication on the job), which by common knowledge the licensed personnel may properly expect to be disciplined.
 10. The District's rule of order is reasonably related to the orderly, efficient or safe operation of the school.

- C. If a licensed personnel appeals a dismissal to the Fair Dismissal Appeals Board, then the licensed personnel shall be barred from appealing the dismissal through the grievance procedure.

- D. Probationary licensed personnel non-renewals shall be excluded from this article. Assignment or retention in extra-duty or extended contracts shall also be excluded from this article. Licensed personnel will not be deprived of extra duty or extended contracts for disciplinary reasons without just cause. Athletics and academic clubs must be renewed annually, as they are year-to-year contracts.

ARTICLE 9 - Personnel Files

The District shall maintain one (1) personnel file in the District Office or other designated place. No adverse material shall be placed in a personnel file unless the licensed personnel has had an opportunity to review it and affix his signature to the copy to be filed. A licensed personnel has the right to submit a written statement to be attached to any material placed in the file. A licensed personnel shall have the right to view the contents of their file at reasonable times and to have a representative present.

ARTICLE 10 - Calendar

- A. It is recognized that the Board has the right to set the annual school calendar. Prior to adoption of the calendar, a proposed calendar will be referred to the Association for review and recommendation.
- B. The school year shall meet or surpass minimum state requirements for student contact days or instructional hours.

Based on a 4-day work week, and 8.75-hour workday, the work year shall not exceed 174 contract days, except in accordance with provisions in Article 12, Section D, which will include, at a minimum, the following holidays and professional staff development days:

6 Holidays Labor Day Veterans' Day
Thanksgiving Day
Martin Luther King Jr.'s Birthday (unpaid)
Presidents' Day
Memorial Day

14 Other Working Days
In-service days - 4 Grading Days - 3
Parent/Teacher Conferences - 2
Licensed Staff Only workdays - 5

On Licensed Staff Only Workdays, the district also reserves the right to hold professional development or staff meetings for no longer than 120 minutes on three (3) of the Licensed Staff Only Workdays.

ARTICLE 11 -Work Schedules

- A. Regular building hours shall be 7:30 a.m. to 4:15 p.m. The Board shall determine the starting and dismissal times, which may vary from school to school.

Due to our remote location and the difficulty of making appointments and conducting business, it may be necessary to make exceptions to the 8.75-hour day and allow licensed personnel to leave early for specific purposes. Professional trust necessitates that any missed time be made up at a later date, as communicated by the licensed personnel to their immediate supervisor, principal, or Superintendent. Prior administrative approval is mandated whenever possible to include modified start and leave times to support individual staff needs.

- B. In addition to regular building hours, the following shall apply:

1. Licensed personnel shall spend outside of building hours to the extent necessary for adequate preparation of instruction, pupil and parent consultations, and extra duty assignments.
2. Staff will meet on a regular basis. The time, duration, and frequency of these meetings will be determined collaboratively with the district administrator at the beginning of each school year. Every effort shall be made to schedule these periodic meetings during building hours.

- C. All licensed personnel will have a thirty (30) minute duty free lunch period between the hours of 11:00 a.m. and 1:00 p.m.
- D. Each full-time licensed personnel shall have at least 200 minutes of preparation time per week. If a licensed personnel is required to relinquish preparation time, the licensed personnel will be compensated with one (1) hour of pay at their salaried rate for each period lost.
- E. Secondary licensed personnel (7- 12) shall generally not be required to teach more than one (1) course per period. However, those secondary licensed personnel who are required to teach more than one (1) course per period will receive an extra \$250 stipend for that period per semester.
- F. Licensed personnel will be required to attend only the following after-building hours events:
- Secondary**
- (4) Evening school conferences with families per school year
 - (1) Open House at the beginning of the school year
 - (1) High School Graduation/Awards Events per school year
- Elementary**
- (4) Evening school conferences with families per school year
 - (1) Academic Program
 - (1) Open House at the beginning of the school year

ARTICLE 12 – Compensation and Professional Development

- A. Salary Schedules for the 2024 – 2025, 2025 – 2026, 2026 – 2027 school years are attached as Appendix II.

Beginning with the 2000-2001 school year, the district will pick up the licensed personnel PERS contribution.

Horizontal movement on the salary schedule shall be to the next column when qualified, plus a one year experience step in the new column.

Compensation Schedules for Licensed Extra-Duty, Athletic Extra-Duty assignments, and Licensed Assignment Stipends are attached as Appendix I.

- B. Licensed personnel who were employed for a minimum of one hundred and thirty-five (135) days in the prior work year shall be eligible to advance one year on the salary schedule. Said step movement shall be effective on July 1st. Employment dates do not carry over from school year to school year, should employment be initiated during an existing school year.
- C. The district will grant newly hired licensed personnel credit for experience on the salary schedule. Credit for experience shall be defined as work as a regular licensed employee in a public school district, charter school, or in any District approved licensed capacity. Credit for experience will be granted for work experience provided such work experience is at the journeyman level or higher and is related to the job assignment (e.g., career and technical teachers). For the purposes of determining a year of employment, employment for one hundred and thirty-five days shall be the minimum standard.
- D. The district, starting in the 2024 – 2025 school year, will provide an annual longevity stipend to licensed personnel who have continuous certified and licensed teaching experience in the Alsea School District. The longevity stipend will be as follows:
- Licensed personnel in years 5 – 9 will receive \$500;
 - Licensed personnel in years 10 – 14 will receive \$750;
 - Licensed personnel in years 15 – 19 will receive \$1000;
 - Licensed personnel in years 20 – 24 will receive \$1250;
 - Licensed personnel in years 25 – 29 will receive \$1500;
 - Licensed personnel in years 30 and above will receive \$2000.
- E. The goal of the Alsea School District is to continually improve the quality of educational instruction. One objective of this goal is to encourage licensed personnel to continually advance in their knowledge of both content and instruction, and to share this knowledge with other staff. This enhances instruction and models “Lifelong learner” behavior for students. The district will support staff growth and advancement in two areas, tuition reimbursement and Professional Growth Units (PGU’s).

1. Tuition Reimbursement/Advancement on the Salary Schedule

- a. By October 1 of each year, the district shall notify all licensed personnel of their right to receive tuition funds for up to the maximum reimbursement allowed by the IRS as untaxed reimbursement. Licensed personnel who anticipate accessing tuition

reimbursement shall present the Superintendent with their coursework to gain authorization for reimbursement.

If the course proposal is not submitted for prior authorization, there is a possibility the tuition will not be reimbursed. Reimbursement shall be paid at the end of the contract year in June.

The district shall budget a minimum of \$20,000 for tuition reimbursement by February 1 of the contract. The district agrees to replenish reimbursement to \$20,000 annually during the contract period (e.g., If \$10,000 is expensed, the district replaces the expense to \$20,000). Funds do not carry over but the minimum of \$20,000 will be funded annually. The district will reimburse per credit earned up to the highest Oregon university system (OUS) rate from the latest posting on the OUS website.

Additional coursework may be reimbursed up to but not to exceed the maximum amount allowed by the IRS as untaxed reimbursement. If any licensed personnel decline their right to reimbursement and/or additional budgeted funds remain they may be divided proportionally among remaining licensed personnel who have additional approved coursework up to the maximum reimbursement allowed by the IRS for untaxed reimbursement if the funds allow.

A final accounting of the year's tuition reimbursements shall be provided to the Association President at the time the funds are dispersed.

- b. Licensed personnel must keep the district advised of any college credits they may earn if they expect those credits to be considered toward column advancement on the salary schedule for the subsequent year. Written notification to the district must be made by February 1 of the current year for any credits earned to be considered for advancement on the salary schedule for the subsequent school year. Licensed personnel must provide the district with proof of successful completion of any course prior to advancement on the salary schedule.
- c. Notwithstanding anything to the contrary implied by the foregoing provisions of this article, the district is not obligated to make reimbursement for tuition, in any one year, in excess of the amount included in the budget for such purposes.

2. Professional Growth Units (PGU's)

- a. The district believes that it is not only formal college credits that can advance knowledge and contribute to professional growth. The district will allow professional non-college credit experiences to count toward advancement on the salary schedule. One PGU shall be given for thirty (30) hours of approved learning activity. Three PGUs shall be equal to one (1) college credit in relation to advancement on the salary schedule. To qualify for advancement on the salary schedule, application must be made in writing by February 1 for any historical activity to apply for advancement on the subsequent school year salary schedule. Applications regarding PGU's shall be in accordance with the procedures adopted

by the School Board in Appendix III.

b. Approval of PGU's

1. Activities should have the prior authorization of the Superintendent in order to qualify for advancement on the salary schedule.
 2. Completed applications will be received by a committee comprised of two (2) staff and one (1) administrator. This committee will make a recommendation to the Board regarding the activity being considered for approval for advancement on the salary schedule.
 3. The Superintendent will have the final authority of approval or denial of PGU credit as to whether they result in advancement on the salary schedule.
 4. No more than three (3) PGU's shall normally be granted to any employee in any year toward advancement on the salary schedule. However, a staff member may petition for additional units.
 5. No activity for which the district has contributed funding during contract hours, or for which the staff member has received payment shall be approved for PGU credit.
- F. In the event of a situation beyond the control of the Board, which requires the closing of one or more grades, the school year may be extended to compensate for the number of instructional minutes in such grades, to meet the minimal instructional minutes requirements of the state regulations for a full year of school, at the discretion of the Board, with no additional pay in excess of the licensed personnel contracted salary.

ARTICLE 13 - Association Communications/Facilities

- A. Inter-school mail facilities may be used for distribution of Association communications so long as such communications are labeled as Association materials and contain the names of the authorizing Association official and are not detrimental to District-Association relations or defaming to any individual.

- B. School facilities may be used for Association meetings at reasonable times during non-duty hours provided that such meetings shall not interfere with the normal school operations and providing that custodial staff are on duty.

ARTICLE 14 - Sick Leave

- A. Sick leave shall be accrued and subjected as prescribed by Oregon law. Sick leave benefits shall be available for a licensed personnel's individual use or for the illness or injury of an immediate family member. "Immediate family" shall be defined as spouse, domestic partner, custodial parent, non-custodial parent, adoptive parent, foster parent, biological parent, parent-in-law, parent of domestic partner, grandparent or grandchild of the licensed personnel, or a person with whom the licensed personnel is or was in a relationship of in loco parentis. It also includes the biological, adopted, foster or stepchild of a licensed personnel or the child of a licensed personnel's domestic partner.
- B. A licensed personnel absent from duty because of personal illness shall be paid their full salary for the period of such absence not exceeding the number of days in their sick leave account, plus any days that they may receive from the sick leave bank.
- C. When a licensed personnel will be absent from work, they shall give notice to the principal or the person designated by the Superintendent to receive such notice. If the absence will be for consecutive days, the principal should be notified of the probable date of return. The Superintendent may require substantiation of said illness. Any absence which consists of five (5) or more consecutive workdays shall be substantiated by a doctor's statement.
- D. A licensed personnel returning from any illness, whether or not sick leave benefits have been paid, may be required to submit to a medical examination or other medical evaluation at the expense of the District or furnish a medical doctor's certificate of health prior to returning to work to establish fitness for the duties of the position and to safeguard the health of students and fellow licensed personnel.
- E. If, at the beginning of a school year, a licensed personnel, previously employed for at least one (1) school year, is unable to resume their teaching duties for reasons that qualify for sick leave benefits, and such licensed personnel had unused accumulated sick leave days at the end of the prior school year, they will be allowed to use such previously accumulated sick leave days while they remain unable to work. Such licensed personnel shall not be credited with any additional sick leave days until they have returned to their teaching duties.
- F. All sick leave benefits will be provided as required under ORS 332.507. shall terminate and/or be forfeited upon termination of employment for any reason, except that a licensed personnel retiring from teaching at the Alsea Schools because of age other valid reasons under PERS regulation, may be permitted to use any unused sick leave to increase his retirement benefits as provided by law, provided that such use does not result in additional costs to the District.

- G. Any licensed personnel obtaining sick leave benefits by fraud, deceit or falsified statement shall be subject to disciplinary action.
- H. Each licensed personnel shall be credited ten (10) sick leave days at full pay for each school year, based on licensed personnel FTE.

ARTICLE 15 – Other Leaves

- A. At the commencement of each school year each licensed personnel in the bargaining unit shall be credited with four (4) paid days of personal leave, equivalent to 35 hours. This leave may be used for personal or other matters. Licensed personnel wishing to take personal leave shall notify their principal three (3) days in advance, or, in case the advance notice is not practical, the principal or their representative shall be notified as soon as possible. In the month of June licensed personnel will only use personal leave for bereavement or family leave. Personal leave does not accrue from year to year.
- B. Parental leave will be granted according to Oregon law.
- C. The District will maintain a Professional Development Fund of \$5000 per year from July 1 through June 30. Any unused funds will not roll forward. This fund is to further the learning of the licensed personnel with skills related to their work assignment. This fund is separate from any other priority training budget that the District may elect to maintain. Licensed personnel who want to use this fund will be required to submit an application to a committee made up of two (2) teachers and two (2) administrators for review and approval. No licensed personnel may use more than \$750 per year from this fund. Priority will be given to licensed personnel who were not granted funds from this bank in the previous year. This fund shall be used on a first come, first serve basis.
- D. A licensed personnel shall be granted leave with pay for service on a jury, provided, however, that the compensation paid to such a licensed personnel for the period of leave shall be reduced by the amount of compensation received by the licensed personnel for such jury services. Upon being excused from jury service during any day, a licensed personnel shall immediately return to complete their teaching assignment for the remainder of the regular workday if one-half (1/2) or more of the day remains.

The above provisions shall also apply to service as a witness in response to a subpoena or other direction by proper authority. The leave identified in the above provision does not apply when a licensed personnel is involved as a litigant for personal reasons or as a witness against the District.

- E. Licensed personnel may apply for unpaid leave for up to two (2) years. The approval of the leave shall be by the Board at the recommendation of the Superintendent.
- F. At the discretion of the superintendent, temporary unpaid leaves of absence may be granted to licensed personnel. All other leaves must be exhausted prior to the licensed personnel using unpaid leave.

- G. A licensed personnel on unpaid leave shall be granted the right to maintain the fringe benefit program at their own expense through the Oregon Educators Benefits Board (OEBB) for up to eighteen (18) months of the leave.

ARTICLE 16 - Sick Leave Bank

- A. Sick leave bank shall be established for all members of the licensed personnel bargaining unit and all members of the bargaining unit may participate. It shall be administered by the aforesaid personnel as provided in Appendix IV, attached hereto, and by this reference made part of this document.

- B. No one party may receive more than sixty (60) days from the sick leave bank in any school year.

The District will transfer sick leave from each licensed personnel personal account to the sick leave bank upon the request of the governing body of the sick leave bank but will not honor requests for transfer of less than ½ day per licensed personnel covered by the bank and will not keep the record of the sick leave bank.

ARTICLE 17 - Insurance

A. For the 2024 - 2027 school years, effective October 1, 2024, the District will contribute the following amounts per school year for each licensed personal toward the purchase of health, dental, vision, and long-term disability insurance:

- For the school year 2024 – 2025 - \$1300
- For the school year 2025 – 2026 - \$1400
- For the school year 2026 – 2027 - \$1475

The actual coverage shall be provided by the carrier authorized to do so pursuant of Oregon state laws and regulations.

The Association and the District shall meet annually to review the plans offered through the Oregon Educators Benefits Board (OEBB). The Association and the District shall jointly select the plans available to bargaining unit members.

Insurance benefits will be paid as based on the following FTE:

- 0.75-1.00 FTE = full benefit
- 0.50-0.74 FTE= prorated benefit, employee can purchase the difference
- 0.00-0.49 FTE = no benefit unless employee purchases the benefit

B. Licensed personnel newly hired by the Board shall be eligible for Board-paid insurance premiums upon acceptance of written application by the insurance carriers on the first day of the month following the month work commenced.

C. If a licensed personnel waives the district offered medical, vision, and dental insurance through OEBB, the District will contribute monthly into an HRA for the licensed personnel up to 50% of the amount of the monthly district contribution, prorated on the licensed personnel FTE.

D. Starting in the 2024 – 2025 school year, the district will create an insurance pool for licensed personnel.

The insurance pool only relates to medical, dental and vision premiums. The excess district contribution amount will be pooled to assist those licensed personnel whose medical, vision and dental premiums exceed the district contribution amount. Excess district contribution will be computed as follows: 1) licensed personnel who waive medical, vision, and dental, will have 50% contributed to an HRA, with the remaining amount included in the insurance pool, and 2) licensed personnel who select plans costing less than the district contribution will have the unused contribution contributed to the insurance pool.

Licensed personnel hired prior to October 1 and who selects plans costing more than the district contribution will participate in the insurance pool. The pool allocation will be done annually for the October payroll, which coincides with the health benefit open enrollment. The allocation will be prorated and based on the bargaining unit member's FTE.

Licensed personnel hired after October 1 are not able to participate in the pool. The district will pay the premium cost up to the district contribution amount. Premiums for a licensed personnel who participates in the pool and changes coverage after October 1, will be limited to the premium amount determined when computing the pool. Any additional premium cost will be paid by the licensed personnel.

ARTICLE 18 -Savings Clause

- 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 the agreement shall not be affected thereby, and upon the request of either the Board or the Association, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provisions; provided however, that the provision of Strikes/Lockouts article shall continue in full force and effect even though a satisfactory replacement is not achieved. Except as provided by law ORS 243.702(1).

- B. Modification: this contract may be reopened for negotiations in whole or in part only upon the written consent of the Board and the Association.

The aforementioned parties are not required to reach agreement on any article or articles (item or items) so reopened. Failure to do so in no way voids any part of the contract.

- C. If agreement is reached, it shall be reduced to writing and signed and certified as to ratification in like manner as the master contract.

ARTICLE 19 - Negotiations Guidelines

Negotiations ground rules will be mutually agreed upon at the initial negotiations meeting.

ARTICLE 20 - Complaint Procedure

- A. If a complaint is made against a licensed personnel to the administration, every effort will be made to resolve the problem on an informal basis. If such efforts fail, the complaint shall be processed under the following circumstances:
1. If the administration intends to make a record in the evaluation report of a complaint received concerning the licensed personnel.
 2. If the administration intends to place a record of such a complaint in the licensed personnel file.
 3. If in the administrator's judgment, such a complaint is sufficiently relevant to the licensed personnel performance as to indicate the desirability of a conference.
- B. Pursuant to A. above, a conference shall be held with the licensed personnel within ten (10) working days after the complaint is made to the administration. At the conference the licensed personnel will be presented with the complaint in writing signed by the administrator or complainant. The complaint shall present to the licensed personnel all available information including person(s) making the complaint, nature of the complaint, and requested remedy, if any. The licensed personnel shall have the right to representation at all levels in this process.
- C. Any such complaint which the administration chooses not to discuss with the licensed personnel or which is not discussed within the required time shall not be considered in the licensed personnel evaluation and shall not be used against the licensed personnel in any subsequent action by the District.
- D. The licensed personnel shall have the right to attach any rebuttals or explanation to any written documents placed in the personnel file.

ARTICLE 21 - Layoff

- A. Seniority shall be defined as the licensed personnel total length of continuous service in the District as a licensed personnel. Seniority will be computed and accrue from the licensed personnel date of actual service with the District and shall continue to accrue during paid leaves. Seniority shall not accrue during unpaid leaves of absence or while a person is on the recall list, but authorized unpaid leaves of absence shall not be considered to "break" continuity of employment. In case two or more licensed personnel have the same date of actual service with this District, the tie will be resolved by drawing lots. A half-time, full year licensed personnel service will count one (1) year toward seniority.
- B. Whenever the Board determines that a layoff is necessary, it will notify the local bargaining unit. As soon as practicable, but in no case less than fifteen (15) calendar days, notice will be given to the affected licensed personnel of their layoff.
- C. In the event the Board, in its discretion, determines that a layoff is necessary, then it will choose one of the following options to determine the licensed personnel to be retained:
- i. Option A
 1. Layoff will be by reverse seniority, as long as licensed personnel to be retained hold the proper certification.
 - ii. Option B
 1. A determination of whether the licensed personnel to be retained hold the proper license to fill the remaining position(s).
 2. A determination of the seniority of the licensed personnel to be retained if the Board desires to lay off another licensed personnel with greater seniority.
 3. A determination of the competence, merit or cultural linguistic expertise of a licensed personnel being retained if the Board desires to lay off another licensed personnel with greater seniority.
 - a. If the District desires to retain a licensed personnel with less seniority than a licensed personnel being released under this section, the District will determine by the burden of substantial evidence, that the licensed personnel being retained has more competence than the licensed personnel with more seniority that is being released.
 - b. Nothing in paragraph C, 2, d, shall be construed to limit the operation of paragraph C, 2, b, that is the requirement that a

retained licensed personnel be licensed to fill the remaining position.

- D. Nothing in the article shall be construed so as to interfere with the Board's right to dismiss a contracted licensed personnel pursuant to the provisions of the Fair Dismissal Laws or to dismiss or non-renew a probationary licensed personnel pursuant to ORS 342.835.
- E. In conducting a layoff under this article, the District will first determine the program(s) or area(s) scheduled for reduction or elimination.
 - i. After such determination, the District will make every reasonable effort to transfer licensed personnel in such program(s) or area(s) to other vacant positions for which they are qualified and properly licensed.
 - ii. The District will make every reasonable effort to combine positions in a manner which allows a licensed personnel to remain qualified so long as the combined positions meet the curriculum needs of the District and the competence considerations specified in subsection C, 2 of this article.
 - iii. Layoffs will be based upon the criteria set forth in Section C above.
- F. For the purposes of this article, the term "competence" shall mean the ability to teach a subject or grade level based upon consideration of the following: recent teaching experience related to the subject or grade level, or educational attainments, or both, which may not be based solely upon being licensed to teach a subject or grade level, or the teacher's willingness to undergo additional training or pursue additional education.
- G. For the purposes of this article, the term "merit" shall mean the measurement of one licensed personnel ability and effectiveness against the ability and effectiveness of another licensed personnel, as determined by the District through its evaluation and discipline processes.
- H. For the purposes of this article, cultural linguistic expertise shall be defined by Oregon law.

Recall

- A. If within twenty-seven (27) months of a layoff, a vacancy occurs within the District for which a laid-off licensed personnel is qualified as per paragraph 1 below, the recall procedure outlined below will be followed.
 - 1. At the time of layoff, the District shall provide for laid-off licensed personnel to express in writing a desire to return to the District. The District shall also receive the licensed personnel address for recall notification. In the event of a recall, the District shall notify the licensed personnel who has expressed a desire to return to the District of the recall by certified mail, return receipt, sent to the last address given by the

licensed personnel to the district Office. The licensed personnel will have fifteen (15) calendar days from the date of mailing to notify the District of intent to return. The licensed personnel must thereafter report on the starting date specified by the District providing that this will not be less than 14 days from the date the notice of the recall was received, or lose all recall rights. Recall shall be in reverse order of layoff, subject to certification.

2. All benefits to which a licensed personnel was entitled at the time of layoff, including unused accumulated sick leave, will be restored to the licensed personnel upon the licensed personnel return to active employment, and the licensed personnel will be placed on the proper step of the salary schedule for the licensed personnel current position according to the licensed personnel experience and education. A licensed personnel will not receive increment credit for the time spent on layoff. Licensed personnel benefits do not accrue during the time of layoff. The district will pay insurance benefits for thirty (30) days subsequent to the date of layoff.
3. Licensed personnel covered by this article will have the option to continue insurance programs at their own expense subject to the approval of the insurance carrier.
4. In determining which licensed personnel to recall, the Board will utilize the criteria set forth in paragraph C. Any licensed personnel who does not accept a recall will lose all further recall rights and will be deemed to have resigned from District employment. Any licensed personnel not recalled pursuant to this article within twenty-seven (27) months of layoff will be deemed to have resigned from District employment.

Appeals

Any "appeal" from the Board's decision on layoff or recall pursuant to this article shall be by means of a grievance filed pursuant to the article on Grievance Procedure. The decision of the arbitrator will be subject to the rules of the Employment Relations Board and will be final and binding on the parties.

ARTICLE 22 - Evaluation

- A. At the beginning of the school year all licensed personnel will be provided with copies of evaluation policies, procedures, criteria, and forms. Evaluations shall be conducted in accordance with Board policy and Oregon law.
- B. A pre-evaluation conference shall be arranged with all licensed personnel to be evaluated to establish performance goals based upon job description and performance standards and any other concerns or basis for evaluation the District or licensed personnel(s) wish(es) to consider.
- C. Evaluations will be conducted only by administrative personnel.
- D. Observations will be conducted openly. Unscheduled observations are appropriate.
- E. A private conference shall be held between the licensed personnel and appropriate administrator in order for the licensed personnel to hear concerns about that licensed personnel's performance or to learn the results of the evaluation.
- F. No material relative to evaluations will be placed in a licensed personnel file unless the licensed personnel has had an opportunity to review the material and the opportunity to affix his signature or initials. licensed personnel shall have a right to submit a rebuttal to all written observation and evaluation reports that are to become a part of the personnel file.
- G. In addition to evaluations required by law, licensed personnel may request additional evaluations.
- H. If a licensed personnel is determined by the District to need a program of assistance for improvement, such shall be given to the licensed personnel and discussed. When a program of assistance for improvement is completed, the District shall notify the licensed personnel, in writing, of satisfactory or unsatisfactory completion. Licensed personnel will have a right to have a representative present once they are notified they are being placed on a program of assistance for improvement.
- I. If a licensed personnel is expressly notified that continued failure to improve may result in dismissal or nonrenewal, the licensed personnel shall be permitted representation for the remainder of the evaluation process. If the District is considering nonrenewal or dismissal of licensed personnel as a result of inadequate job performance, the licensed personnel will be given notice of the inadequacy(s) and given reasonable time and opportunity to improve. This does not prevent the District from not renewing or discharging a licensed personal for reasons other than classroom performance in accordance with the fair dismissal law.
- J. The results of student standardized tests shall not be used in licensed personnel evaluations.
- K. The content of evaluations may not be grieved.

ARTICLE 23 – District Notice Requirements

The district agrees to the following requirements:

- A. Provide the Association President with a copy of the Board agenda in a timely manner.
- B. Provide the Association President with a copy of the school calendar in a timely manner.
- C. Provide successful licensed personnel candidates with a copy of this negotiated Agreement.
- D. District will make a good faith effort to provide the Association with changes and/or additions in Board Policy.

ARTICLE 24 - Term of Agreement

- A. This Agreement shall be binding upon the Board, the Association and its members, and shall remain in full force and effect during the period specified in Article 27, except as may be permitted in Appendix I.
- B. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Board's direction and control.
- C. This agreement shall automatically be renewed for an additional period of one (1) year unless either the Board or the Association give written notice to the other prior to the expiration date of this Agreement, of its desire to modify the Agreement for a successive term or to terminate the agreement.
- D. There shall be prepared and signed as provided below, two (2) copies of the final contract as agreed upon. One copy shall be retained by the District and one copy by the Association for their respective records. They may each reproduce it in whole as desired for any legitimate purpose.
- E. This Agreement constitutes the sole and entire existing Agreement between the parties and expresses all obligations of and restrictions imposed upon the District and the Association.
- F. This Agreement is subject to amendment, alteration, or additions only by a subsequent written agreement between and executed by the District and the Association. The waiver of any breach, term, or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.
- G. The Alsea Charter will recognize the rights of the Alsea Education Association.

ARTICLE 25 - Charter School Authorization

In the event that the District authorizes a District Charter or a District sponsored Charter School, the presiding charter documents will require the employment of licensed personnel for all teaching positions. Charter authorization documents will be provided to the Association President upon request, or whenever changes are made by the District.

ARTICLE 26 - Execution and Signatures

Executed this 20th day of June (month), 2024 (year) at Alsea, Oregon, for the contract period July 1, 2024 through June 30, 2027 by the Alsea Education Association and the Alsea School District Board of Directors.

Both parties agree to three (3) year contract language, and a three (3) year contract for salary and insurance. In addition, if either the bargaining unit or the District chooses one item for negotiations, the other party will be obligated to negotiate that item. Other items may be subject to negotiation by mutual consent.

For the Alsea Education Association

Catherine Ellis
Catherine Ellis, AEA President

6-24-24
Date

For the Alsea School District 7J

Risteen Follett
Risteen Follett, Board Chair

6/20/24
Date

Appendix I – Extra Duty Schedule

Athletic Extra Duty Schedule Percentage of Base Salary

An assignment outside and in addition to the typical workday. It includes assignments such as coaching and other extracurricular assignments. Licensed personnel shall receive notice of open Athletic Extra Duty Assignments by May 1st of each year. The district is not required to fund every Licensed Extra Duty on the schedule on an annual basis. If the district fills an Athletic Extra Duty Assignment with a non-bargaining unit member and elects to pay that employee more than is indicated in this Appendix, the Appendix will be revised to include this higher amount on the next year's schedule.

STEP % of BA/CTE+1	A HS Head, FFA, 4H (all)	B HS Asst (all)	C MS Head (all)	D MS Asst (all) Rally/Cheer
1	9.0%	7.0%	6.0%	5.0%
2	9.5%	7.5%	6.5%	5.5%
3	10.0%	8.0%	7.0%	6.0%
4	10.5%	8.5%	7.5%	6.5%

Licensed Stipend

Licensed Stipend is additional compensation that is negotiated between the District and the Association. The stipend is for recognition for additional work such as Special Education licensed personnel with IEP meetings or designated hard to fill assignments. Licensed Stipends can only be provided to bargaining unit members who are assigned a position with the additional negotiated stipend.

Stipends shall be indicated on related job postings outlined in Article 7. Licensed Stipends shall be funded on an annual basis. Licensed stipends must be negotiated with the Association and memorialized in this Appendix otherwise the district is prohibited from paying such stipends.

Licensed Stipend		Licensed Stipend	
Annual/Yearbook	3300	Special Education	6300
Forest Camp (Grade 6)	2000	TOSA (3<)	6143
MTSS/RTI/PBIS/Data Team Coordinator	1500	Music Director	4000
District Testing Coordinator	3000	Guidance/Career Counselor	3500
Dyslexia Coord (2<)	2200	Mentor Teacher (2<)	1000 per
Concessions Coordinator	2000	MS/HS CTE Coordinator	9000
ELL Coordinator	1000	Drama	2000
TAG/Enrichment Coordinator	2500	*District AD	12000
Sr Prom/Banquet (1)	1500	*Elementary Activities Director	2000
Sr Advisor	1300	*MS/HS Athletic Director	10000
Class Advisors 5-11	800		

Not mutually exclusive

Licensed Extra Duty

Licensed Extra Duty is defined as an assignment outside and in addition to the typical workday. It is an assignment that requires the training and experience of a licensed educator and is therefore reserved exclusively for bargaining unit members. The district is not required to fund every Licensed Extra Duty on the schedule on an annual basis. However, whenever it does, those assignments must be given to a bargaining unit member. Vacancies for Licensed Extra Duty assignment shall be filled pursuant to Article 7.

*Chaperone	25.00 hourly
*Activity Duty	25.00 hourly
Prep buy back	Per diem
Tech Assistant	Per diem
Title	Per diem

*Must be worked during non-contract hours.

Annual Review

All Licensed Extra Duty, Licensed Stipends, and Athletic Extra Duty assignments (including non- bargaining unit hires) shall be made available and reviewed in writing with licensed personnel during in-service week prior to the start of the school year.

Fundraising activities that occur during school hours will require supervision to the extent that money is accounted for and the area used is properly cleaned up.

Chaperones: The district will pay the chaperone fee to licensed personnel or other qualified adults when they are asked to supervise students not normally under their advisership, or at an extracurricular function for which they would not normally be responsible (e.g. riding a bus with rooters to an away game, supervising a dance or party, or collecting money at a school-sponsored activity that might need an adult supervisor). It is further agreed that this extra duty and attendant remuneration have the prior approval of the Superintendent. When a qualified adult is other than a licensed personnel covered under this Agreement, the Superintendent may specify the amount of remuneration, which shall not exceed the amount specified in this Extra-Duty Schedule. Beginning with the contract for 2012-2014, extra duty assignments will be reviewed prior to the end of the school year at an all-staff meeting. Additionally, assignments will be reviewed at an all staff meeting during in-service week to accommodate for changes in staffing and vacancies.

APPENDIX II- Certified Salary Schedule

2024 – 2025 School Year – 3.5% COLA

STEP	BA/CTE	BA+30/CTE	BA+60	BA+90/MA	MA+30
1	\$ 42,371	\$ 43,218	\$ 44,082	\$ 44,964	\$ 45,863
2	\$ 43,769	\$ 44,644	\$ 45,537	\$ 46,448	\$ 47,376
3	\$ 45,213	\$ 46,117	\$ 47,040	\$ 47,981	\$ 48,939
4	\$ 46,705	\$ 47,639	\$ 48,592	\$ 49,564	\$ 50,554
5	\$ 48,246	\$ 49,211	\$ 50,196	\$ 51,200	\$ 52,222
6	\$ 49,838	\$ 50,835	\$ 51,852	\$ 52,890	\$ 53,945
7	\$ 51,483	\$ 52,513	\$ 53,563	\$ 54,635	\$ 55,725
8		\$ 54,246	\$ 55,331	\$ 56,438	\$ 57,564
9		\$ 56,036	\$ 57,157	\$ 58,300	\$ 59,464
10		\$ 57,885	\$ 59,043	\$ 60,224	\$ 61,426
11		\$ 59,795	\$ 60,991	\$ 62,211	\$ 63,453
12			\$ 63,004	\$ 64,264	\$ 65,547
13				\$ 66,385	\$ 67,710
14				\$ 68,576	\$ 69,944
15				\$ 70,839	\$ 72,252
16					\$ 74,636

2025 – 2026 School Year – 3.0% COLA

Step	BA/CTE	BA+30/CTE	BA+60	BA+90/MA	MA+30
1	\$ 43,642	\$ 44,515	\$ 45,405	\$ 46,313	\$ 47,239
2	\$ 45,082	\$ 45,984	\$ 46,903	\$ 47,841	\$ 48,798
3	\$ 46,570	\$ 47,501	\$ 48,451	\$ 49,420	\$ 50,408
4	\$ 48,107	\$ 49,069	\$ 50,050	\$ 51,051	\$ 52,071
5	\$ 49,695	\$ 50,688	\$ 51,702	\$ 52,736	\$ 53,789
6	\$ 51,335	\$ 52,361	\$ 53,408	\$ 54,476	\$ 55,564
7	\$ 53,029	\$ 54,089	\$ 55,170	\$ 56,274	\$ 57,398
8		\$ 55,874	\$ 56,991	\$ 58,131	\$ 59,292
9		\$ 57,718	\$ 58,872	\$ 60,049	\$ 61,249
10		\$ 59,623	\$ 60,815	\$ 62,031	\$ 63,270
11		\$ 61,591	\$ 62,822	\$ 64,078	\$ 65,358
12			\$ 64,895	\$ 66,193	\$ 67,515
13				\$ 68,377	\$ 69,743
14				\$ 70,633	\$ 72,045
15				\$ 72,964	\$ 74,422
16				\$ 75,372	\$ 76,878

2026 – 2027 School Year – 3.0% COLA

Step	BA/CTE	BA+30/CTE	BA+60	BA+90/MA	MA+30
1	\$ 44,951	\$ 45,850	\$ 46,767	\$ 47,702	\$ 48,656
2	\$ 46,434	\$ 47,363	\$ 48,310	\$ 49,276	\$ 50,262
3	\$ 47,966	\$ 48,926	\$ 49,904	\$ 50,902	\$ 51,921
4	\$ 49,549	\$ 50,541	\$ 51,551	\$ 52,582	\$ 53,634
5	\$ 51,184	\$ 52,209	\$ 53,252	\$ 54,317	\$ 55,404
6	\$ 52,873	\$ 53,932	\$ 55,009	\$ 56,109	\$ 57,232
7	\$ 54,618	\$ 55,712	\$ 56,824	\$ 57,961	\$ 59,121
8		\$ 57,550	\$ 58,699	\$ 59,874	\$ 61,072
9		\$ 59,449	\$ 60,636	\$ 61,850	\$ 63,087
10		\$ 61,411	\$ 62,637	\$ 63,891	\$ 65,169
11		\$ 63,438	\$ 64,704	\$ 65,999	\$ 67,320
12			\$ 66,839	\$ 68,177	\$ 69,542
13				\$ 70,427	\$ 71,837
14				\$ 72,751	\$ 74,208
15				\$ 75,152	\$ 76,657
16				\$ 77,632	\$ 79,187

APPENDIX III - Professional Growth Opportunities

Purposes and Procedures:

The purpose of staff development is to encourage a sound curriculum that reflects national standards when possible, and to implement instructional techniques which are of benefit to students and/or professional colleagues.

Professional growth experiences need to be planned and purposeful. The following criteria are considered essential elements of these experiences:

- The experience must contribute to school improvement.
- The experience must be appropriate to the individual and involve a challenge to that person.
- The experience must be applicable to the staff member's assignment and must result in learning benefit to students or colleagues.
- The experience should provide an opportunity for collaboration and sharing.
- The experience should include reflection and self-assessment.

To achieve these purposes, a Professional Growth Review team will be established; including two certified staff (selected by the certified staff), the HR executive assistant, and an administrator. The Professional Growth Review Team will have the responsibility of approving classes or activities meeting the standard of substantive professional development which they can then use for Professional Growth Units (PGU's). PGU's will be approved by a vote of at least three members of the review team, which will meet at least once a year. The School Board will exercise final approval of PGU's.

All PGU's must be applied for and approved by February 1 each year to help facilitate the budget process.

To help manage the system, the two certified staff members will screen applications before they are presented to the full review team.

Relationship to Salary Schedule:

Professional Growth Units (PGU's), may be used for advancement on the salary schedule.

Each PGU will be equivalent to one college course credit to be used in-district. In general, any professional growth activities that comprise ten cumulative hours of activity, and is approved by the Professional Growth Review Team, will qualify as a PGU. Licensed personnel must provide evidence of completion of PGU activities, and when appropriate, should implement the outcomes of their learning in the classroom or via staff in-services.

Professional Growth Plan:

All licensed personnel engaged in professional growth activities leading to salary schedule advancement shall submit a Professional Growth Plan to the Professional Growth Review Team each fall for approval. In development of a plan, licensed personnel should consider how the proposed activities match professional responsibility.

Professional Growth Plans shall include:

- A statement of purpose: What is the learning benefit for students and/or colleagues?
- Personal Goals: How does your proposal challenge you to grow as a professional?
- Activities: What are the activities you propose to do?
- A plan to share aspects of your learning with staff or other colleagues, if applicable.

- Outcomes and Self-assessment: What is the evidence of your learning?

Professional Growth Plans may be developed in one, or a combination of, the following areas:

- College credit courses, workshops, seminars, or teleconferences
- Personally designed, or peer collaboration activities
- Professional leadership

Not all activities must receive pre-approval. However, if a Professional Growth Plan is not submitted and approved prior to the activity, there is a possibility that the activity may not be approved.

APPENDIX IV - Sick Leave Bank

Preamble

The Purpose of the Sick Leave Bank of Alsea School District 7J shall be to extend to those members additional sick leave days beyond their accumulated days should an illness or injury cause a member to exhaust his accumulated sick leave days.

Article I: Governing Body

A. Structure

The governing body shall be composed of 3 members of the licensed personnel bargaining unit and a district administrator and/or designee.

B. Function

1. The governing body shall make the decision to award or deny to a member an additional sick leave day from the bank.
2. The governing body shall have the right to terminate the use of sick leave days from the member should investigation show misuse of the part of the member.

Article II: Membership

A. Eligibility

Any member of the licensed personnel bargaining unit employed by Alsea School District 7J, who is given sick leave days, is eligible.

B. Terms of Membership

1. To join, each member must donate two (2) days of personal sick leave the first year and one (1) day each successive year of membership.
2. Termination of membership shall be by
 - a. Ending employment with School District 7J.
 - b. Termination by governing body under Article I, Section B, Item 2.
3. Should membership be terminated, previous donated days shall remain in the bank.
4. Membership shall be effective immediately upon joining and be effective until termination. Membership can only be obtained between Labor Day and September 30 of the same year.
5. Termination of membership shall be effective June 30 of the school calendar year. Termination under Article II, Section B, Item 2b, shall be immediately following a decision by the governing body.

Article III: Administering Bank

A. Procedure

1. Upon depletion of personal sick leave, a member may request additional days from the bank.
2. The governing body shall act immediately upon request.
3. If a request is denied, the member shall be informed in writing as to the reason for denial.
4. If a request is approved, the governing body shall notify the District office and resulting days used by the licensed personnel will be charged to the bank.
5. Sick leave days will be charged to the bank until the member returns to work or until the governing body notifies the District Office to stop.
6. If an applicant desires to appeal a rejection, they will be able to file in the regular grievance procedure to the governing body.

B. Bookkeeping

1. Days donated by members shall be added to the sick leave bank's total, effective October 1 of each school year-after membership period has ended.
2. The governing body shall keep accurate records of accumulated leave by the bank and of sick leave used by members from the bank.
3. Each month of the school year, the governing body shall notify the District office, in writing, of accumulated days and days charged to the bank for that month. Should the governing body be unable to meet to act upon a request, the Superintendent of the District should have emergency powers.
4. Requests to the District office for the transfer to sick leave from District records to the sick leave bank shall not be made either to complete the bank to 100 days or to replenish used days, if the transfer would result in the transfer of less than one-half (1/2) day per licensed personnel, without exceeding the bank limit.