

COLLECTIVE BARGAINING AGREEMENT

between

Rogue River School District No. 35

and the

Southern Oregon Bargaining Council

2023-2026

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CONTRACT BETWEEN
THE SOUTHERN OREGON BARGAINING COUNCIL
AND
THE BOARD OF DIRECTORS OF THE
ROGUE RIVER SCHOOL DISTRICT NO. 35,
JACKSON COUNTY, OREGON

THIS AGREEMENT, entered into this 8th day, of June 2023, by and between SOUTHERN OREGON BARGAINING COUNCIL, hereinafter called "Council," and SCHOOL DISTRICT NO. 35, JACKSON COUNTY, OREGON, acting by and through its duly elected and acting School Board, hereinafter called the "Board," as follows:

ARTICLE 1
RECOGNITION

The Board hereby recognizes the Southern Oregon Bargaining Council as the exclusive bargaining representative as defined in ORS 243.650, for all regularly employed licensed teaching personnel and counselors under contract by the Board, but excluding supervisory and executive personnel, including, but not limited to Superintendent, Business Manager, Principals, and Assistant Principals, and also excluding substitutes, temporary teachers hired after March 15 of the school year, office and clerical employees and all non-licensed personnel, and all those not specifically included in this unit.

The purpose of this Article is to recognize the right of the bargaining agent to represent members in the bargaining unit in negotiations with the Board. Granting of recognition is not to be construed as obligating the Board in any way to continue any function or policies.

There shall be four signed copies of the final Agreement for the purpose of records. Two shall be retained by the Board and two by the Council. Copies of the final Agreement shall be printed and distributed by the respective parties in accordance with their needs.

ARTICLE 2

RECOGNITION OF BOARD 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 employment related activities of its employees, except as limited by this Agreement and applicable to law.
- B. Without limiting the generality of the foregoing paragraph, it is expressly recognized that the Board's operational and managerial responsibilities include:
1. The right to determine location of the 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, subject to the Oregon Local Budget Law, of the financial policies of the Board, including the general accounting procedures, inventory of supplies and equipment procedures, and public relations.
 3. The selection of the management, supervisory or administrative organization of each school or facility in the system and the selection of employees for promotion to supervisory, management or administrative position.
 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 School Board or other governmental unit 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 creation, accommodation, modification or elimination of any teaching position deemed advisable by the School Board, the right to reduce contract teacher staff, eliminate classes or effect a reduction of courses. The determination of the size of the working force, the allocation and assignment of work to employees, the determination of policies affecting the selection of employees, and the establishment of quality standards and judgment of employee performance.
 9. The determination of layout and equipment to be used, and the right to plan, direct and control school activities. The approval and authorization of the processes, techniques, methods and means of teaching and the subject to be taught.

- 10.** 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; provided, however, that such assistance as may be provided by members as contemplated by ORS 337.120, shall be provided without cost or expense to the Board, unless expressly authorized by the Superintendent.
- 11.** The right to make assignment for all programs of a co-curricular nature. Nothing in this Agreement shall limit in any way the Board's contracting or subcontracting of any work or shall require the Board to continue in existence any of its present programs in its present form and/or location, or on any other basis.
- 12.** The foregoing enumerations 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 right to act not specifically nullified by this Agreement.

ARTICLE 3

NEGOTIATIONS OF SUCCESSOR AGREEMENT

The parties agree to conduct an organizational meeting by January 31st of the year the contract expires. At the organizational meeting, the contract may be rolled over if agreed to by both parties. If the contract does not roll over, the parties will mutually agree upon dates, including time and place, of negotiations for a successor agreement. Bargaining shall begin no later than March 1st of the year of expiration of the contract. Bargaining shall be conducted in accordance with ORS 243.650, et seq.

ARTICLE 4

GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to make equitable settlement of any such differences at the lowest possible level in the grievance procedure, and there shall be no interference with the operations of the school system. Meetings or discussions involving grievances or these procedures shall not interfere with direct services to students or classroom instruction.
- B. A grievance is defined as an alleged violation of the application or interpretation of this Agreement.

For the purpose of this Agreement, a grievant shall be defined as a member(s) of the bargaining unit that has the grievance, or the Council.

- C. Grievances will be processed in the following manner and with the stated time limits:

STEP 1:

A grievant shall promptly attempt to resolve the grievance informally with a meeting between the member and his or her supervisor. The parties may bring representation to the meeting, but an attempt will be made to keep this meeting informal. Any resolution reached at the informal meeting will be subject to review by the Council and the District for compliance with the collective bargaining agreement.

If the grievance is not resolved informally, it shall be reduced to writing by a representative of the Council on behalf of the member, and be submitted by the representative of the Council to the principal within fifteen (15) teaching days after the fact upon which the grievance is based first occurred or first became known to the member. Upon providing written notice to the District prior to the expiration of the fifteen (15) day period, the Council and/or member will be granted a five (5) teaching day extension to file the written grievance. The grievant may accompany the representative of the Council when presenting the written grievance to the principal. If the Council does not submit the grievance to the principal in writing in accordance with Step 1 within the timelines described above, the grievance will be deemed waived.

The principal will reply in writing to the Council, with a copy to the grievant, within ten (10) teaching days after receipt of the written grievance.

STEP 2:

If the grievance is not settled in Step 1, and the member wishes to appeal the grievance to Step 2, the representative of the Council on behalf of the member may file the

grievance, in writing, to the Superintendent of schools within ten (10) teaching days after receipt of the principal's written answer.

The written grievance shall be signed by the representative of the Council and the member and shall give a clear and concise statement of the alleged grievance including the facts upon which the grievance is based, the issues involved, the Agreement provisions involved, and the relief sought. The grievant may accompany the representative of the Council when presenting the written grievance to the Superintendent.

The Superintendent or their representative shall thoroughly review the grievance, arrange for necessary discussions and give a written answer to the Council with a copy to the member, not later than ten (10) teaching days after receipt of the written grievance. Upon providing written notice to the Council prior to the expiration of the ten (10) day period, the Superintendent will be granted a five (5) teaching day extension to provide a written response to the Council.

STEP 3:

Grievances not settled in Step 2 of this grievance procedure may be appealed to arbitration provided:

- a. Written notice of a request for arbitration is made by the Council to the Superintendent within ten (10) teaching days of receipt of their answer in Step 2. Only the Council, and not individual bargaining unit members, has the authority to appeal grievances past Step 2 of the grievance procedure.
- b. The issue involves the application or interpretation of a specific provision or provisions of this Agreement.

When a timely request has been made for arbitration the parties or their designated representatives shall attempt to select an impartial arbitrator. Failing to do so, they shall, within ten (10) school days of the appeal, jointly request the Employment Relations Board to submit a list of five arbitrators. As soon as the list has been received, the parties or their designated representative 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 add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no power to substitute his discretion for that of the District in any matter not specifically contracted away by the District. A decision of the arbitrator shall, within the scope of his/her authority, be binding upon the parties.

The District and the Council shall share equally any joint costs of the arbitration procedure, such as the fee and expenses of the arbitrator and the cost of the hearing room.

- D. Both the District and the Association agree that they will comply with written requests that comply with PECBA as it relates to providing information needed to process the grievance.
- E. All meetings and hearings under this procedure shall be conducted in private and may be attended only by consultants, representatives or other individuals chosen by the grievant and the District who are reasonably necessary for the appropriate processing of the grievance.
- F. All documents, communications and records of a grievance will be filed in the School District office separately from the personnel files.
- G. There shall be no restraint, interference, discrimination or reprisal exerted on any employee who, in good faith, chooses to exercise his or her rights under this clause. All parties will make every effort to avoid the unnecessary involvement of students in the grievance procedure. All parties in interest will process grievances at times which do not interfere with direct services to students or classroom instruction, unless mutually agreed otherwise.
- H. The Council for itself and for its members agrees there will be no strike or work stoppage over issues that are or may be processed as grievances. Violation of this paragraph will be grounds for disciplinary action, including, but not limited to, discharge without recourse to the grievance procedure.
 - a. Any grievance taken to court or other forum shall not be subject to the grievance procedures herein.
- I. If the grievant or Council fails to pursue a grievance within the requisite period of time, then it will be deemed to constitute an acceptance of the answer rendered at the last level. Should the District fail to respond in a timely fashion, such will be deemed to be a denial of the grievance and that will allow the grievant to pursue the next level of appeal. In addition to extensions expressly provided for in this Article, any timeline may be extended by prior mutual agreement.
- J. Probationary member grievances over the provisions of Article 8, Member Evaluation, and Article 5, Rights of Licensed Employees – Just Cause, subsection A, 2, are subject only through Step 2 of the grievance procedure. The Superintendent’s decision will be final and binding upon such grievances; they are not appealable to arbitration.

ARTICLE 5

RIGHTS OF LICENSED EMPLOYEES - JUST CAUSE

A.

1. No bargaining unit member shall be disciplined, reprimanded, or reduced in rank or compensation without just cause. In the absence of an emergency any such action shall be done in private. All information forming the basis for disciplinary action will be made available to the professional employee and the Council. This provision does not apply to the dismissal or non-extension of contract members or the nonrenewal or dismissal of probationary members; such matters are not covered by this Agreement.
2. Probationary members who are nonrenewed or dismissed will be afforded all statutory rights provided by ORS 342.513 and 342.835 and the evaluation procedure as provided in Article 8.
3. Nothing contained in this Article or elsewhere in the Agreement shall be construed as giving an arbitrator the power to order renewal or reinstatement of a member's contract or employment as remedy for any violation of this Article or this Agreement.

B. WRITTEN NOTICE

Employees will be given written notice prior to any meeting with an administrator which the administrator reasonably believes could directly lead to discipline. Notice will specify the subject-matter of the meeting and inform the employee of the right to have a union representative present. Notice provided under this paragraph is provided solely for the purposes of informing the employee of the nature of the meeting and is not, itself, to be construed as disciplinary or as a conclusion of guilt.

Whenever any licensed employee is required to appear before the School Board or the Superintendent concerning any matter which would be made a matter of record and could adversely affect the continuation of the employee in his or her office, position or employment or the salary or any increments pertaining thereto, then he or she shall be given prior written notice of such meeting or interview and shall be entitled to have a representative of the Council or legal counsel present to advise and represent him or her during such meeting or interview. If requested, the member or his or her representative will be informed in advance of the topic for discussion.

C. Academic freedom is an integral part of the educational process. Each member is entitled to academic freedom in the classroom in the discussion and presentation of the subject matter he or she is assigned to teach, subject, however, to the Board adopted curriculum and the curriculum guidelines of the State content standards.

- D. If the District is considering placing cameras or recording devices in classrooms, it shall notify the Council prior to cameras or recording devices being installed. If the Council submits a demand to bargain, bargaining shall commence per ORS 243.698.

ARTICLE 6

WORKYEAR

A. SCHOOL CALENDAR

The school calendar shall be determined by the District. The advice of members, however, shall be solicited in the preparation of the calendar. Each principal shall present the draft of the proposed District calendar before his or her respective faculty for a formal vote prior to presentation of the calendar to the School Board. The vote shall be advisory only but said results shall be presented in a report to the School Board by the Superintendent prior to the District's adoption of the calendar.

B. MEMBER ASSIGNMENTS

1. Members shall receive written notice of changes in their assignment by the last contract day of the preceding school year. This written notice shall contain information regarding class or subjects, building, and room.
2. When a member's assignment for the next school year is involuntarily changed, the District shall provide the following forms of assistance:
 - a. Physical assistance with the move;
 - b. Professional development; and/or,
 - c. Curriculum assistance.
 - d. 2 days of preparation time for changes within a site or 3 days of preparation time for assignment to a different site. Preparation days under this subsection shall be compensated at the member's daily rate.
3. In addition to the forms of assistance listed in subsections a-c of Subsection 2, when a member's assignment is changed involuntarily during the school year the District shall provide 2 days of preparation time for changes within a site or 3 days of preparation time for assignment to a different site. The supervisor and the member will work together to implement the transition. At the discretion of the member, preparation under this subsection shall be conducted either:
 - a. During the member's normal workday with the aid of a substitute, or;
 - b. Outside the employee's normal workday, to be compensated at the member's daily rate.
4. The provisions of Subsection 2 through 3 shall not apply to looping situations if members do not have to move classrooms and/or buildings. These provisions will apply if the member will be teaching a grade level not previously taught.

5. Members mis-assigned, as defined by Oregon Department of Education, will not be evaluated as to the content and delivery of the curriculum in that mis-assignment.

C. SCHOOL WORKYEAR

The school work year for employees shall not exceed one hundred ninety-one (191) days which will include the following:

1. Seven (7) paid holidays as follows: Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, President's Day, and Memorial Day.
2. Eight (8) in-service days.
3. Four workdays for grade preparation (1 full day in November, 1 full day in January, 1 full day in April, 1 full day in June). All members must report for work on these days.

D. New members to the District will work one-hundred-ninety-two (192) days. The additional workdays shall be a paid orientation day and shall be paid at members' daily rate.

E. In the event of a situation beyond the control of the District which requires a closing of one or more or all of the schools, the school year may be extended to compensate for the number of hours of instruction lost in such school or schools at the discretion of the District, with no additional pay in excess of the members' yearly contracted salary.

1. When schools are closed for a full day, members are not required to be in attendance.
2. When schools are delayed for two hours, members are expected to report to work two hours later than their regular reporting time.

F. When curriculum is newly adopted or created by the District, the District and Association shall consult through ODRC on the needed time for members to learn how to use the newly adopted curriculum.

ARTICLE 7

WORK SCHEDULES

- A. The members' workday will consist of eight consecutive hours, inclusive of a 30-minute duty-free lunch period except on Fridays and days preceding holidays and vacations, on which days members may leave at the conclusion of their students' day, but not before 2:30 PM. Flexible scheduling shall be available for each building as set by the principal. It will be considered an integral part of a member's contractual obligation to assist the administration with student supervision and control. Members will be expected to assume an active supervisory role not only in their respective classrooms, but before and after school, hall monitoring, recess, and various other times during the school day.
- B. In order to foster better student/member/community relations, members will be required as a part of their professional responsibility to participate in up to three after school events and activities per year such as open house, back to school night, literacy night, and other similar school activities as may be considered by the administration as part of the member's professional responsibilities. When required by administration to attend more than three after school events or activities beyond the regular workday, members and administration shall mutually agree on using flexible scheduling during that month or members being paid for all hours worked outside of their contract hours at their hourly rate. If flexible scheduling is selected, the flexible time must be arranged with the principal.
- C. Members shall be required to attend all individual, group or general building meetings when called by the building administrator and to attend all individual, group or general staff meetings when called by the Superintendent. Such meetings shall not extend beyond the workday consisting of eight consecutive hours, inclusive of a 30-minute duty-free lunch period. Such meetings shall also not interfere with the preparation time as listed in section D below except for emergency meetings called by the Superintendent.
- D. Preparation time for middle school and high school teachers shall be equivalent to one (1) class period per day. Preparation time for elementary teachers shall be 60 continuous minutes four days per week immediately following student dismissal. One of the four days of preparation time provided each week shall be on Fridays. All elementary preparation time shall be scheduled after students leave campus during which no meetings or other responsibilities will be scheduled by administration. Secondary teachers shall not be assigned more than six graded class periods of student responsibility.
 - 1. For purposes of this agreement in buildings utilizing a block scheduling system, it is recognized that use of time beyond 60 minutes may be used for tutoring, individualized instruction, common planning, curriculum development, conferencing and counseling of students or other such activities as directed by the principal.

2. One Friday late start per month, composed of ninety (90) continuous minutes, shall be exclusively reserved for individual teacher preparation time. This subsection shall not apply to the months of November, December and June.
- E. Elementary staff members will have at least fifteen (15) minutes of duty-free time during the student day. The individual sites will determine the scheduling of the time.
- F. Whenever any representative of the Council or any member participates during working hours in grievance proceedings, including arbitration, or in negotiations, conferences or meetings called by the Board, they shall suffer no loss in pay.
- G. Compensatory Time Usage
1. Compensatory hours will be accumulated only upon mutual agreement between the employee and the principal/supervisor. A compensatory time log will be maintained at each building.
 2. The principal must be given three (3) days' notice when a half-day or one full day of consecutive compensatory hours will be used. Compensatory hours cannot be used for consecutive days.
 3. A substitute will be hired for a full day for eight accrued compensatory hours or a half day for four compensatory hours or a staff member can accept the extra duty assignment at the extra duty rate of pay or accrue compensatory hours.
 4. Substitute coverage for accrued compensatory time will be capped at the equivalent of one half day per member in the building unless otherwise approved by the principal/supervisor.

ARTICLE 8

MEMBER EVALUATION

- A. The purpose of evaluation is to aid the member in making continuing professional growth and to determine the member's performance of the teaching responsibilities.
- B. Each year before the end of September, the District shall provide training over the procedures, expectations, and timelines of the evaluation process.
- C. Probationary members shall be evaluated at least once annually.
- D. Contract members shall be evaluated every other year but may be evaluated on an annual basis at the supervisor's discretion. If the supervisor determines that an employee needs to be evaluated annually, written reasons for this need shall be provided to the employee prior to the evaluation for that year.
- E. The substance and judgment of evaluators are neither subject to the grievance procedure nor to an unfair labor practice complaint for breach of contract.
- F. A copy of the evaluation and any other formal evaluation shall be given to the member. The evaluation report shall be maintained in the personnel files of the District.
- G. A member may make a written statement relating to any evaluation, and such statement shall be placed in his/her personnel file.
- H. Prior to any changes to the evaluation procedure or instrument, the District will notify the Association. At that point an evaluation review committee consisting of two Association members and two District administrators will meet to review the evaluation procedure and instruments and make recommendations to the Board. Any changes made by the Board will be provided to the Association prior to implementation.
- I. The parties understand and agree that the provisions of ORS 342.895(5) are hereby waived by the District for the duration of the collective bargaining agreement. That is, should a grievance or other claim of violation of applicable evaluation procedures or fundamental unfairness in a program of assistance for improvement be held by the Council, it shall be filed in a timely manner pursuant to the provisions of the grievance procedure in the collective bargaining agreement. Such a grievance shall not be held in abeyance for the timeline set forth in ORS 342.895(5).
- J. Plans of Assistance for Contract Members Only (Not Probationary or Temporary Contracts)
 - 1. If the District does not extend a member's contract by March 15 of the first year of the contract, the District will place the member on a plan of assistance.

2. Members have the right to representation at every step of the plan of assistance.
3. The Association shall be notified in writing by the District of all members placed on a plan of assistance at the same time the member is notified.
4. The results of performance observations shall be in writing with a copy to the member. Where deficiencies are noted in the formal evaluation process, a member may be placed on a plan of assistance. A plan of assistance shall be in writing and shall include the following:
 - a. The specific deficiencies identified in observations/evaluations;
 - b. The specific correction that is expected to take place;
 - c. The specific assistance to be provided by the District;
 - d. The timeline for improvement that shall include a reasonable amount of time to complete the requirements of the program of assistance;
 - e. Schedule of conferences with written progress reports;
5. Members shall have the right to review, suggest changes to, and request supports for the plan of assistance prior to its implementation.
6. Plans of assistance for improvement will identify assessment techniques to be used to measure the success of the member.

K. Peer Assistance

1. In conjunction with RREA, the District will offer peer assistance to any member who is placed on a plan of assistance for performance reasons. The District may also offer peer assistance under any other circumstances it deems appropriate.
2. The member and the Association shall provide input on the selection of the person(s) from the Rogue River School District teaching/Counseling staff to provide the assistance.
3. Participation in peer assistance is voluntary. Both the member offered assistance and the member asked to provide assistance may refuse to participate, with no adverse consequences or penalty.
4. The District is prohibited from using any peer observations or documents in evaluating the plan of assistance progress.

ARTICLE 9

FORMAL COMPLAINT PROCEDURE

- A. Any complaint regarding a bargaining unit member made to his or her supervisor or other person in authority above him or her by a parent, student or other person which may influence that member's evaluation or which may result in disciplinary action shall be discussed with that member within five (5) working days according to the following process:
1. The member shall be apprised of the full nature of the complaint in writing including the name of the complainant.
 2. The members, with the assistance of the immediate supervisor will attempt to resolve the matter informally. However, if a meeting between the complainant and the member is to be held, the supervisor, upon prior request, will, prior to that meeting, meet with the member and discuss ways of handling the situation. The member will be apprised of the supervisor's feelings on the issue.
 3. Upon request, the administrator will provide the member and their representative with updates on the progress of the investigation in writing every ten (10) working days.
 4. The member has the right to representation at all levels.
 5. Complaints which are not discussed within five (5) working days may not be used in evaluations or in any disciplinary action.
 6. The foregoing shall have no application to complaints of such a nature that they may result in prosecution of suit or action either civil or criminal in nature, against the member or the District.
- B. If the complaint may result in disciplinary action, refer to Article 5, Section B.
- C. All criticism of bargaining unit members by administration shall remain confidential, except as otherwise required by law.

ARTICLE 10

PAID LEAVES OF ABSENCE

A. DEFINITIONS

1. “Personal illness or injury” shall include personal illness or injury of the member and illness or injury of a member’s family member. “Family member” is defined as set forth in the Oregon Family Leave Act.
2. “Pregnancy disability” shall be defined as set forth in the Oregon Family Leave Act. (See Appendix with OFLA definitions.)
3. “Family” is defined as set forth in the Oregon Family Leave Act. (See Appendix with OFLA definitions.)
4. For purposes of this Article, “domestic partner” is a partner of the employee, of any gender, living in the household.

B. SICK LEAVE

Members who are absent because of personal illness, injury or pregnancy disability shall receive compensation during such absence in accordance with the provisions and reservations pertaining to sick leave allowances.

1. All members shall be granted ten (10) days' sick leave during each school year in accordance with Oregon law. Such sick leave shall be credited to said members on the first day of each member’s respective contract. In case of new members whose contract begins after the first school day of the fall semester, sick leave shall be credited on the first day of active service and shall consist of one day for each payroll month remaining in the school year.
2. Unused sick leave days may be accumulated without limit.
3. A member who has accumulated sick leave during employment in another Oregon school district, and who was so employed during the preceding year, shall upon proper verification, be allowed to transfer all of his or her sick leave days so accumulated to the District.
4. When a member will be absent from work, the member shall give notice to the principal or a person designated by the Superintendent to receive such notice prior to 6:30 a.m. on the day of the absence. If the absence is for consecutive days, the principal should be notified of the probable date of return. If the absence is for consecutive days, the Superintendent may require substantiation of said illness at the expense of the District.

5. If the Superintendent has a question of safeguarding the health of students and fellow employees, a member returning from any illness, whether or not sick leave benefits have been paid, may be required to submit to a medical examination at the expense of the District or furnish a medical doctor's certificate of health prior to returning to work.
6. All sick leave benefits shall terminate and/or will be forfeited upon termination of employment for any reason, with the exception of computation of retirement benefits for retiring members.
7. Any employee obtaining sick leave benefits by fraud, deceit, or falsified statement, shall be disciplined up to and including termination.
8. Each member shall be given a written accounting of their use and accumulation of sick leave each September.
9. Absence due to a compensable injury as defined in Oregon law shall be charged against the member's sick leave days in proportion to the amount of compensation received, subject to the member's total accumulation of sick leave unless the member requests in writing otherwise. In such situations, the District shall pay to the member the difference between the member's regular salary and the benefits received by the member under the Workers' Compensation Act.

10. Pregnancy

Sick leave pay, within the limits of the employee's eligibility, will be granted for any disabilities caused or contributed to by the pregnancy, miscarriage or abortion. Said leave is to be used only for actual, physician verified, and medical disability arising from pregnancy.

11. Family Illness

Sick leave shall also cover absence due to illness, injury or accident of a family member. In addition to family members covered by OFLA (see Appendix with OFLA definitions), this section includes brothers and sisters (including step-brothers and step-sisters living in the immediate household), uncle, aunt, nephew and niece.

12. Sick Leave Bank

- a. The parties will establish a paid sick leave bank for bargaining unit members. The purpose of the sick leave bank shall be to extend to those employees additional paid sick leave hours should the employee's accumulated sick leave be exhausted.
- b. Bargaining unit members' participation in the sick leave bank shall be voluntary.
- c. Requests for sick leave hours will be sent to all bargaining unit members when necessary.

- d.** Donations to the sick leave bank are limited to ten (10) days per employee each school year.
- e.** Once the leave is donated to the bank, the revocation of the sick leave day is final and will not be returned to the donating employee. The sick leave bank may be built up to a maximum of 80 days. Unused sick leave days in the bank at the end of the school year will carry over to the next year.
- f.** In any given school year, no more than eighty (80) sick leave days may be granted from the sick leave bank.
- g.** Sick leave from the bank may be granted by bargaining unit members for special circumstances as defined by the Council. The Council will notify the District, in writing, of the member's name and the amount of leave to be granted from the sick leave bank.
- h.** The District will provide an accounting of the sick leave bank to the Council upon request.
- i.** In the event that requests for the bank exceed the number of days allowed to be granted in any given year, the Council will be allowed to create a separate personal leave bank. Any bargaining unit member shall be allowed to donate an unlimited number of personal leave days to the bank. This bank will be administered by the Council as defined above. There is, however, no limit to the number of days that can be granted from the personal leave bank.
- j.** The personal leave bank will not carry over days into the next school year.
- k.** Once personal leave is donated to the bank, the revocation of the personal leave day is final and will not be returned to the donating employee.

Members shall be entitled to the following temporary non-accumulative leaves of absence with full pay each year.

C. LEGAL LEAVE

1. Subpoena

Whenever a member is subpoenaed as a witness or litigant, the member shall be excused for such appearance and upon being excused from such appearance, the member shall immediately return to complete the assignment for the remainder of the regular workday. Compensation paid to the member shall be reduced by an amount equal to any compensation the member receives in the form of witness fees. This leave is not available when either the Council or a member is a complainant in a case against the District, unless the need for the leave arises from the employee's participation in or preparation for proceedings under ORS 243.650 to 243.782, or that arise from a dispute

involving a collective bargaining agreement, including arbitration proceedings, administrative hearings and proceedings before the Employment Relations Board.

2. Jury Duty

Members who are called for jury duty shall be excused for that purpose without loss of pay, provided that, when the member receives his or her jury fee, said fee shall be turned in to the business office of the District. On days when the member is excused from jury duty he or she will report to school for work.

D. BEREAVEMENT LEAVE

Each licensed person who is absent from duty because of a death of a family member shall be permitted three (3) consecutive days' leave without loss of pay. Seven (7) additional days may be taken and charged against any accrued and unused sick leave. The leave does not have to be continuous. In addition to family members defined in OFLA (see Appendix B-4 with OFLA definitions), this section includes brothers and sisters (including step-brothers and step-sisters), uncle, aunt, nephew and niece.

E. PERSONAL LEAVE

Each member is granted personal leave not to exceed two (2) days' leave per school year for personal reasons. Personal leave is non-accumulative and unused personal leave will be paid out annually to the employee at the rate of one hundred fifty dollars (\$150) per day, or seventy-five dollars (\$75) per half day. Personal leave is not deducted from sick leave. At the Superintendent's discretion, personal leave may be used to extend a vacation or holiday. Application for personal leave should be made not less than two weeks prior to the anticipated absence. The member shall not be required to state the nature of the circumstances requiring the granting of personal leave unless application is made less than two weeks prior to the anticipated leave. The member may still be granted personal leave with less than 2 weeks' notice with approval by the administration.

F. COUNCIL LEAVE

The District shall grant the Council a total of five (5) days of paid Association leave each year, with no loss of pay, to the designated representatives. The Association shall have sole discretion to assign the Association leave and may allocate the leave in hourly increments upon 48-hours' notice.

The District shall allow any designated representative who can perform union duties without requiring a substitute or causing an absence to do so without requiring the use of Association leave.

ARTICLE 11
UNPAID LEAVES

A. FAMILY LEAVE

The District will comply with the Oregon Family Leave Law contained in Oregon statutes and the Family Medical Leave Act.

- B.** Additional unpaid leaves of up to one (1) year may be granted upon application at the sole discretion of the District. By February 1st of the year of the leave, the District shall attempt to contact the member to inquire about their intent to return to the District. Any member on an unpaid leave of absence shall notify the District by March 1 of the year of the leave of their intent to return to the District. Failure to notify the District by March 1st will be considered as a resignation by the member.

C. SABBATICAL LEAVE

- 1.** Purpose: The sabbatical leave policy has the following objective: To improve the educational offering to students of the District by making it possible for licensed staff members to participate in advanced study.
- 2.** Provision:
 - a.** Eligibility for sabbatical leave for a period not to exceed one year, occurs after seven years of service in School District No. 35 and each seven years thereafter, noncumulative.
 - b.** The sabbatical applications must be done on or before March 15 of the calendar year in which the leave would occur. The School Board of the District will be the sole determinant in granting sabbatical leave.
 - c.** Not more than five percent (5%) of the teaching staff shall be on sabbatical leave at any one time.

D. CHILD CARE

At the request of the member, childcare leave will be granted for up to one year, but for no less than one semester. Unless emergency medical conditions exist, childcare leave must be applied for at least three months in advance and will begin only at the beginning of a school year or at a semester break.

E. EXTENSIONS AND RENEWALS

All extension or renewals of leave shall be applied for and granted in writing, however, the discretion as to whether such leave shall be extended or renewed remains solely with the District.

F. RETURN FROM LEAVE

Members shall not lose their accumulated sick leave or seniority upon unpaid leave of absence. They shall not accumulate further sick leave during such leave. The member shall be assigned to the same position or a position for which the member is qualified.

G. FRINGE BENEFITS

During the terms of unpaid leave granted, the Board shall continue to make available for the duration of the leave to the member at his/her expense, medical insurance provided the insurer is willing to extend coverage.

ARTICLE 12

LAYOFFS AND RECALL

- A. If the Board is contemplating layoff of any members, it will so notify the Council as soon as the need for such a reduction is evident to the District, but in no event less than twenty (20) working days prior to the potential layoff. Such notice will be in writing and will include the specific positions to be affected, the proposed time schedule, and the reason(s) for the proposed action. The Superintendent will provide the Council with a list showing the seniority of each member employed by the District at the same time notice of the potential layoff is provided. Any member who is to be laid off will be so notified in writing as soon as practicably possible, but in no event less than twenty (20) working days prior to the potential layoff. Such notice will include the proposed time schedule. This Article shall apply to all members laid off because of lack of funding, reduction in programs, or decline in enrollment.
- B. When layoffs are necessary and notice has been given as specified in paragraph A above, the District in selecting members to be laid off shall consider:
1. Seniority in reverse order of hire. Seniority shall be defined as the length of continuous service from the first day of service as a licensed staff member. Authorized leaves of absence shall count in the computation of seniority.
 2. License(s) currently held by the member at the time of layoff.
 3. Competence of teachers if the District desires to retain a teacher with less seniority than a teacher being laid off under this section. Competence means the ability to teach a subject or grade level based on recent teaching experience related to that subject or grade level within the last five years at grade levels K-8 or 6-12, or educational attainments, or both, but not based solely on being licensed to teach. The District may consider a professional educator's willingness to undergo additional training or pursue additional education in deciding upon questions of competence.
 4. The procedures and standards of member's cultural and linguistic expertise, as defined in ORS 342.934, as in force at the time of the need for reduction in force.
- C. Prior to hiring any new employees, any employee laid off under this Article shall have the right of recall in reverse order of layoff for any position created or vacant, for which the member is licensed, for 27 months after the actual date of layoff. The procedure below will be followed:
1. At the time of layoff, the District shall provide laid off members the opportunity to express in writing a desire to return to the District. The District shall also receive the member's address for recall notification. In the event of a recall, the District shall notify a member 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 member to the District office.

2. At the time of layoff, the member may indicate in writing his or her desire to return to the District and shall provide the District with an address to which notices shall be sent. Members will have sixteen (16) calendar days from the mailing of such notice to notify the District in writing of his or her intent to return within sixty-five (65) calendar days of the date of such notice. Failure of the member to so respond within the time herein specified shall terminate such member's right to recall.
 3. Any employee who is laid off and who is subsequently reinstated shall have all benefits restored that were earned prior to layoff, including full seniority earned prior to layoff, but shall not earn seniority during layoff status.
- D. The employment relation between the bargaining unit members and the District shall continue during the period of school closure due to budget levy failure to the extent described in this Article. During such a school closure, the District acknowledges that the bargaining unit members are temporarily laid off rather than dismissed or non-renewed because of a budget failure during the period of any such school closure, and agrees to recall, pursuant to the layoff and recall article all employees to regular duty promptly upon obtaining funds sufficient to continue normal operation.

ARTICLE 13

VACANCIES AND TRANSFERS

The District recognizes that it is desirable to consider the interests, aspirations and qualification of members in making assignments. The District declares its support of a policy of giving first consideration to its own teaching and counseling staff when filling vacancies within the bargaining unit. The District will accept applications and candidates from outside the District staff after they have used all relevant criteria in making decisions in filling the vacancies by means of transferring present teaching and counseling staff.

- A. As used in this Article, the following definitions apply:
1. **VACANCY:** A situation where a vacant position was previously held by an employee which the District intends to fill or when a new position covered by this Article is created.
 2. **TRANSFER:** A change in assignment from one building to another.
- B. **NOTICE AND POSTING OF VACANCIES**
1.
 - a. When a teaching or counseling vacancy as above defined occurs, the Superintendent or his designee shall notify in writing the R.R.E.A. president. The District shall post the notice of vacancy on the District's website for no less than seven (7) working days. During the summer, the vacancy will be posted on the District's website and written notice of vacant positions will be sent to the R.R.E.A. president and the local UniServ office.
 - b. Members who desire a change in grade and/or subject assignment may file a written statement of such desire with the principal. Such statements shall include the grade and/or subject to which the member desires to be assigned.
 - c. Members who desire a transfer to another building may file a written statement of such desire with the Superintendent not later than April 15. Such statement shall include the school or schools to which he/she desires to be transferred, in order of preference.
 2. In acting on requests for voluntary reassignment and/or transfer, the following criteria will be used in making decisions:
 - a. Proper license and demonstrated teaching ability or ability to work with students within their licensure.
 - b. Academic achievement and experience as related to the requirements of the position for which request has been made.

c. Staff availability and mean experience level within the building for which the assignment is requested.

d. Other factors at the District's discretion.

3. If a member's request for a voluntary transfer has been denied, he/she will, upon request, receive a written explanation of the reasons therefore, from the Superintendent or his designee, however, such reasons shall not be grievable.

4. Persons requesting transfers shall not be disciplined or denied professional advantages as a result of such request.

5. When a vacancy exists, upon written request of the member, an interview will be granted. The written request must be received by the District within the timelines of the vacancy posting.

C. INVOLUNTARY TRANSFERS

1. Prior to initiating an involuntary transfer, the District will first seek volunteers. If there are no qualified volunteers, involuntary transfers shall be conducted by inverse seniority, based on licensure, and the following shall take place:

a. When the District has made a determination that it is necessary to involuntarily transfer a member to another building or assignment, it shall provide written notice to the affected member(s) and the Association at least ten (10) working days prior to a final decision being made.

b. Within ten (10) working days of the transfer notice, the District will schedule a meeting with said members to discuss the transfer and/or other possible alternatives. In no event shall the involuntary transfer take effect prior to the member's meeting with the building principal and superintendent. Finally, specific reasons for the involuntary transfer shall be given to the member in writing.

D. The Council recognizes that when vacancies occur during the school year it may be difficult to fill them from within the District without undue disruption to the existing instructional program. If the Superintendent in their reasonable judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the current year at which time the position will be considered vacant.

E. SUMMER VACANCIES

Whenever vacancies occur during the summer months when regular school is not in session, the following procedures, in addition to the procedures heretofore outlined, shall be followed:

1. Members with specific interest in possible vacancies will notify the Superintendent of their interest, in writing, during the last regular week of school and shall include a summer email address. The District will post the vacancy on its website.
2. Should a vacancy occur, the members who have expressed an interest in said position or a similar position will be notified of the vacancy in writing directed to their summer email address.
3. The members so notified shall have the responsibility of submitting an application for the position within ten (10) calendar days from the date of said notice in respect to the vacancy.

ARTICLE 14

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. Each member shall be provided a copy of the student conduct and discipline code for his/her building. Each year, by the end of September, building administrators will review this with members.
- B. Members have the right to temporarily remove seriously disruptive students from their classroom/workspace and send them to the office. A seriously disruptive student is one who is physically unmanageable, grossly insubordinate and/or who may pose a threat to the physical safety of themselves, the member, or other students. The administrator or designee will communicate with the member prior to the student returning to class. Procedures as stated in the Building Student Conduct Handbook shall be followed unless there are extenuating circumstances, as determined by the building principal. If extenuating circumstances arise, upon request, the building principal shall provide a rationale for why the Building Student Conduct Handbook was not followed.
- C. If a student causes physical harm to a member, the member will be notified of any applicable behavior or safety plans prior to the student's return to the employee's workspace, to the extent possible or allowed by state and federal student confidentiality and special education laws.
- D. Before implementing a student behavior plan, the current classroom teacher(s) will be provided with an opportunity to provide input on the plan.

ARTICLE 15

PAYROLL DEDUCTIONS & EMPLOYEE INFORMATION

A. **Paychecks**

Licensed personnel will be paid on a twelve-month basis, one-twelfth of the total annual salary being paid on the last working day of the month. In December, checks will be issued on the last working day before winter break. The first paycheck of the school year will be issued on the last working day of August providing that day is worked, or the first working day of September. Licensed personnel will receive their paychecks for June on the last contract day and their paycheck for July on or before June 30.

B. **Association Dues**

1. **Dues Deduction Authorization**

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

The District shall enact dues deduction changes received by the 15th of the month in the following pay period.

2. **Processing OEA/NEA Dues Deductions**

Dues deductions shall be made monthly in an amount equal to one-tenth (1/10) of annual dues, commencing with the month of September and continuing through the June pay period. Deductions for employees who join the Association after the beginning of the school year shall be prorated on a ten-month proration schedule.

3. **Remittance of Dues Checks**

a. **Data to OEA**

Within five (5) working days after each pay period, the District shall send the Association an Excel compatible register of the NEA/OEA/RREA dues, including voluntary Association contributions, deducted from each member's paycheck.

b. **Payment to OEA**

The School District Clerk will deduct OEA and NEA dues and remit such dues to OEA within five (5) working days of the payday.

c. Payment to Rogue River Education Association

The School District Clerk will deduct Rogue River Education Association dues separately from OEA/NEA dues and such dues will be remitted to the Association Treasurer within five (5) working days of the payday. The clerk will also send the Rogue River Education Association Treasurer an excel compatible register of the RREA dues that were deducted from each member's paycheck.

C. Employee Information

On January 15th, May 15th, and September 15th of each year, the District shall provide to the OEA Member Specialist and the local OEA Consultant, in an editable digital file format, the following information for each bargaining unit member (both active members and non-members):

- First and Last name
- First date of service
- FTE
- Classification or title
- Worksite
- Position on the salary schedule (Column and Step)
- Annual Salary
- Residential address or personal mailing address if they have been provided to the district.
- Residential, cellular, and work phone numbers if they have been provided to the district.
- Any means of electronic communication, including work and personal electronic mail addresses.

Whenever a new employee is hired into the bargaining unit, the District shall provide the above information, as well as their PERS classification, last four or their SSN, and date of birth within 10 calendar days of hire if they have been provided to the district.

The District shall also promptly notify the Association whenever an employee in the bargaining unit is placed on an unpaid leave of absence of longer than 90 days, retires, is terminated, is laid off, resigns, or changes their name.

D. In addition to deductions required by law and Association dues, the District, upon appropriate authorization of a member, agrees to deduct from the salaries of its regular members as requested by the member within eight (8) days of the payday:

1. Payments to the member's credit union.
2. Premiums for authorized insurance programs selected by the Council.
3. Payments on participating tax-sheltered annuities, with the exception of summer months when payment will be made upon receipt of billing.

E. Payroll deductions shall be itemized in the member's payroll check.

ARTICLE 16
MAINTENANCE OF MEMBERSHIP

1. A member of the Rogue River Education Association/ OEA/NEA remains a member unless the member revokes membership by submitting a written withdrawal of the payroll deduction for such dues by sending notification in writing to the office of the Council (2495 S. Pacific Highway, Medford, OR 97501) prior to the thirtieth (30th) day of September of any year.
2. OEA Shall submit all revocations to the District by October 15.
3. The District shall stop dues deductions for revoked members on the following pay period.
4. In the event that the above paragraph is held to be invalid by operation of law or by any tribunal competent jurisdiction, the parties shall meet within 30 days to discuss alternate language.

ARTICLE 17

ASSOCIATION PRIVILEGES

A. INFORMATION

Upon written request, the District agrees to furnish to the Council information reasonably and legally available for its function as exclusive bargaining representative.

B. USE OF SCHOOL BUILDINGS

In addition to any Association time provided at staff meetings, the Association shall have the right to conduct building meetings before or after regular work hours, during meal periods, and during any other break periods. The Association shall have the right to select the time and place of meetings, provided that the meeting does not interfere with District operations. The Association shall have the right to conduct meetings without undue interference. The District shall not charge a fee to the Association for holding building meetings on District property. Association-designated representatives who are employees of the district shall be allowed to conduct Association business inside District worksites, provided the business does not interfere with direct services to students or classroom instruction and the office is notified of the representative's presence.

C. USE OF SCHOOL EQUIPMENT

The Council shall have the right to use school facilities and equipment of the District with prior approval of the site supervisor.

D. COMMUNICATION

The Council shall have the right to post notices of activities and matters of Council concern on bulletin boards. The Council may use the interschool mail facilities and member mailboxes for member communication. The Council shall have the right to use District computers, internet access, and email system to conduct Association business. The Council will adhere to any District policies and rules regarding use of computers, the e-mail system, and Internet access.

E. RIGHT TO SPEAK AT MEETINGS

1. The Association shall be provided a minimum of fifteen (15) minutes after any faculty meeting to conduct members-only business as long as it does not impact student contact time and is prearranged with the administration.
2. The Association shall be provided a minimum of one (1) hour during in-service week to conduct members-only business. This hour will be the lunch break for that day.

F. NEW HIRES/ACCESS TO EMPLOYEES

The Association shall have the right to meet with bargaining unit members during regular work hours at the bargaining unit member's worksite to address grievances, complaints, and matters related to employment relations so long as there is no disruption to direct student services or classroom instruction.

The District shall allow designated union representatives to engage in the following activities and at the Districts facilities, during regularly scheduled work hours, without loss of compensation, benefits, leave accrual, or seniority:

1. Investigate and process grievances and other workplace-related complaints;
2. Attend investigatory meetings, hearings, and other due process proceedings;
3. Participate in, or prepare for, proceedings that arise from a dispute involving the collective bargaining agreement, including arbitration proceedings, administrative hearings and other proceedings before the Employment Relations Board;
4. Engage in collective bargaining as an Association representative;
5. Attend labor-management meetings to discuss employment relations;
6. Participate in new hire orientations as follows:
 - a. Prior to the start of the school year, the District shall provide a sixty (60) minute block of time during the paid in-service days for the Association to meet with new employees hired during summer break.
 - b. For members hired after in-service week, the District shall schedule a thirty (30) minute block of time for the Association to meet with the new hire(s), during their regularly scheduled working hours, within ten (10) working days of their first day of work. The District shall notify the new hire(s) of the date, time, and location of the meeting. All new hires who attend the meeting shall not suffer a loss of pay or benefits.
7. Testify in a legal proceeding in which the designated union representative has been subpoenaed as a witness.

For the purpose of this Article, “designated representatives” shall include executive board officers and building representatives. The District shall not reduce a designated representative’s work hours to accommodate the performance of the activities listed above, except to prevent an employee from working unauthorized extra hours.

- G. The Association shall have access to regularly maintained job descriptions. The District shall notify the Association of any changes to job descriptions. If the Association submits a timely demand to bargain over changes to job descriptions, bargaining shall follow the procedures outlined in ORS 243.698.

ARTICLE 18

MILEAGE RATE

Whenever possible, Staff will use district-owned vehicles when conducting district business that requires travel within district boundaries and within a 40-mile radius of Rogue River. Travel in a private vehicle for the purpose of conducting district business may be approved when:

- a. A district vehicle is not available;
- b. The destination is not conveniently accessible by commercial/rental carrier, or the use of a commercial/rental carrier is not practical;
- c. Carrying articles by commercial/rental carrier would not be feasible;
- d. Commercial/rental travel is deemed to be less economical.
- e. An exception also includes when an employee travels within the District itself to work at a different worksite, it is understood that this is not for student transportation.

Approved use of a private vehicle will be reimbursed at the current IRS Mileage Reimbursement Rate. Employees will be expected to carpool to meetings whenever feasible. Mileage and parking reimbursement may be claimed by submitting an approved "Mileage Reimbursement" form to the business office. Mileage reimbursement guidelines: Employees may only be reimbursed for mileage that is beyond their normal home-to-work miles traveled. In District mileage reimbursement will not be granted to an employee, other than a district-approved tutor, for traveling from his/her residence to the place where work normally begins for the day or for returning home from the last place worked during the day, without prior approval from the Superintendent.

Employees who travel from one site to another shall not lose their thirty (30) minute duty-free lunch period or any portion of their preparation time because of such travel. The District shall ensure that sufficient travel and set-up time, no less than 15 minutes each way, is available for employees who work at more than one site. Mileage costs will be reimbursed at the IRS rate. Payment will be made monthly, upon submission of the appropriate travel voucher to the District office.

ARTICLE 19
INSURANCE BENEFITS

The District shall provide a tiered insurance benefits plan to employees. Tiered rates for the 2023-2024 school year will begin with the September 2023 paycheck.

A. Tiered Rates with varied contributions 2023-2024:

Single employee	\$552.00
Employee + Partner	\$1,266.00
Employee + Child	\$1,105.00
Employee + Partner + Child	\$1,822.00

- B. Subject to state law, insurance carriers and plans will be based on a majority vote of the Rogue River EA members except they shall not select the two highest premium plans. The Council reserves the right to review the Programs and make appropriate alterations in the benefits received, to change carriers, or to reduce the premiums. Such changes will be communicated to the District no less than ten (10 days) prior to the OEBC plan selection deadline.
- C. Members will have the option to participate in the existing Section 125 Benefits Plan with the current sole cost to the District to be a monthly per employee administrative fee. For the Section 125 Benefits Plan to continue, the District's administrative fees may not exceed the District's saving from reduced payroll costs.
- D. Members who select the highest deductible plan option will qualify for an HSA contribution \$167.00 per month.
- E. For members who do not qualify for an HSA contribution but meet the IRS qualifications to receive an FSA contribution, the District will provide an FSA contribution of \$41.50 per month.
- F. The parties recognize that any out-of-pocket expense incurred by the employee shall first be applied to fully pay the employee's long-term disability premium.
- G. Licensed employees who opt-out of the District medical, vision, and/or dental insurance will receive a \$250 monthly stipend. For an employee who is eligible for medical insurance to receive the opt out, they must attest in writing that they are either covered by other medical insurance that is employer sponsored or that they have other eligible coverage. If at any time the opt-out stipend creates a situation where the district would be in violation of the affordability provisions outlined by the federal government, the two parties agree to meet and discuss a solution.

ARTICLE 20

EXTRA DUTY PAY SCHEDULE

- A. Certified employees designated as a Head Coach or Assistant Coach at the high school level will receive compensation in the amount of:
 - 1. Head Coaches - \$5,621.00 per school year. Head Coaches that have coached a particular sport for 7+ years in the district shall receive an additional \$1,609.00 stipend for that sport.
 - 2. Assistant Coaches - \$3,497.00 per school year.
- B. Certified employees designated as a Head Coach or Assistant Coach at the middle school level will receive compensation in the amount of:
 - 1. Head Coaches – \$2,185.00 per school year.
 - 2. Assistant Coaches – \$2,185.00 per school year.
- C. Compensation received by athletic coaches will not increase with years of service. All coaches will receive the flat fee designated above. The fee received will be unrelated to tenure as a coach, or the coach’s term of service as an employee of the District.
- D. The flat rate described above will apply to the following athletic coaches:
 - a. High School Head Coaches
 - i. High School Head Wrestling.
 - ii. High School Head Baseball
 - iii. High School Head Softball
 - iv. High School Head Volleyball
 - v. High School Head Football
 - vi. High School Head Basketball
 - vii. High School Head Track and Field
 - viii. High School Head Cross Country
 - ix. High School Head Soccer
 - x. High School Head Cheerleading
 - xi. High School Head Golf

- b. High School Assistant Coaches
 - i. High School Assistant Football
 - ii. High School Assistant Basketball
 - iii. High School Assistant Track and Field
 - iv. High School Assistant Wrestling
 - v. High School Assistant Cross Country
 - vi. High School Assistant Baseball
 - vii. High School Assistant Softball
 - viii. High School Assistant Volleyball
 - ix. High School Assistant Soccer
- c. Middle School Head Coaches and Athletic Director
 - i. Middle School Athletic Director
 - ii. Middle School Head Football
 - iii. Middle School Head Basketball
 - iv. Middle School Head Track and Field
 - v. Middle School Head Volleyball
 - vi. Middle School Head Cross Country
 - vii. Middle School Head Wrestling
- d. Middle School Assistant Coaches
 - i. Middle School Assistant Football
 - ii. Middle School Assistant Basketball
 - iii. Middle School Assistant Volleyball
 - iv. Middle School Assistant Track and Field
 - v. Middle School Assistant Wrestling

- E. For non-athletics related extra duty positions, the following is the extra duty pay schedule that will apply based on the indicated percentage of step one in the BA column of the salary schedule found in Appendix A-1 in this Agreement:

EXTRA DUTY SCHEDULE
(see Appendix A-2 for actual dollar amounts)

YRS	I	II	III	IV	V	VI
1 – 2	10%	9%	8%	6%	5%	4%
3 – 4	12%	10%	9%	7%	6%	4.5%
5 – 6	14%	11%	10%	8%	7%	5%
7+	16%	12%	11%	9%	8%	5.5%

- I Vo-Ag Summer Program. High School Student Activities Coordinator, High School FFA Club Advisor.
- II Drama Production Director, Drama Technical Director, Music Director.
- III High School Canteen Coordinator, High School Yearbook Advisor, Robotics Advisor.
- IV High School State Assessment Coordinator, High School Game Supervisor, TAG Coordinator
- V Battle of the Books Coordinator.
- VI High School Club Advisors: FBLA, High School Senior Class Advisors, National Honor Society Advisor, Middle/High School TAG Advisor, Elementary TAG Advisor.

- F. A \$1,000.00 stipend will be paid to the following TAG Activity Coaches:

- a. Elementary Battle of the Books
- b. Middle/High School Battle of the Books
- c. Middle School Scavenger Hunt
- d. High School Scavenger hunt
- e. High School Brain Bowl
- f. Middle School Brain Bowl

Filling Extra-Duty positions in any year is subject to level of participation by students as determined by the Board, and Title IX requirements. Activities which have no required minimum level of participation (e.g. cross country, wrestling, track, clubs, advisories) will also be subject to level of participation by students as determined by the Board, and any potential legal requirements.

- G. All extra duty assignments both contracted and hourly non-contracts are on a volunteer basis. No member shall be required to accept an extra duty assignment.

- H. The Board will seek applicants for contracted extra duty assignments and will select applicants for these positions applied for based on the established hiring process. In the absence of qualified member applicants, the District may seek external applicants.
- I. All licensed staff members who have an assignment under the extra duty pay schedule will receive written notification and compensation placement prior to the beginning of the appropriate school year.
- J. Any member volunteering to spend extra duty time on an activity not covered in Section A or Section D, Columns I-VI will be paid at the rate of \$25.00 per hour for a maximum of \$200.00 per day for supervising activities and \$37.50 per hour for a maximum of \$300.00 per day for professional activities such as curriculum development for the term of this contract.
- K. Extended Duty contracts shall be voluntary and shall be paid at the rate of 1/191st of the members' annual salary per day worked. Such extended contracts do not need to be an extension of that member's regular duties. Summer school shall be considered as an extended duty under this provision.
- L. Subject to the availability of mentor teacher volunteers, every new hire with no prior teaching experience will be offered a mentor teacher. Mentor assignments are subject to voluntary acceptance by the mentor teacher. The mentor teacher stipend per mentee will be \$500.00.
 - 1. LEVEL I: Every new hire with no prior teaching experience will be offered a mentor teacher. Mentor assignments are subject to voluntary mentor teacher acceptance; the mentor preference would be from the same grade level or subject area that the new hire teaches, if available. Additionally, mentors should be chosen from on-site building staff for ease of access. Both mentor and new teacher will be given 4 hours of work coverage over the year, in order to work directly with each other. The mentor teacher stipend per mentee is \$500.
 - a. Mentor teachers will be given training and or support through Administration to complete their tasks of mentoring each mentee.
 - b. Mentor teachers should not be assigned more than three new teachers to our district per year. In addition to training and support, mentor teachers should also have time built into their daily/weekly schedule that allows time for them to meet with, observe and guide mentee teachers as necessary for that school year.
 - c. If at all possible, mentor teachers should be of the same subject, discipline and/ or academic level (K-2, 3-6, Jr. High, High School) as the mentee teacher to provide maximum support for our new hire teachers.
 - 2. LEVEL II: New hires with only 1-4 years of teaching experience will be offered a mentor teacher to ease the transition into a new school and curriculum. Mentor assignments are subject to voluntary mentor teacher acceptance; the mentor preference

would be from the same grade level or subject area that the new hire teaches, if available. Additionally, mentors should be chosen from on-site building staff for ease of access. Both mentor and new teacher will be given 4 hours of work coverage over the year, in order to work directly with each other. The mentor teacher stipend per level 2 mentee is \$250. Subsections a. - c. listed above apply for this Level as well.

ARTICLE 21

PROFESSIONAL COMPENSATION

A. Salary Schedules

The 2023-2024 salary schedule is shown in Appendix A – 1. The increment between steps remains at .0335, and all eligible members shall receive a step increase. Bargaining unit members will be provided a 3.75% COLA in 2023-2024.

B. Members new to the District shall be awarded any previously earned academic credit and placed in the appropriate column. Members new to the District will be awarded credit on the salary schedule for each year of teaching and/or counseling- experience requiring a license issued by a state agency. A full year of experience credit shall be provided for any past teaching or Counseling experience that extended at least half of the school year. Licensed substitute teaching experience shall only count if the experience was in the same position for at least half of the school year.

C. If a member completes the necessary credits for advancement to a higher educational level on the compensation schedule, an adjustment in placement on the schedule will be made once a member verifies that they have earned the credit level necessary to advance to a higher column on the compensation schedule. The District shall start paying the member at the higher column at the beginning of the pay period immediately following their submission of verification.

D. A member who receives a benefit under Workers' Compensation Insurance, Short Term Disability, or Paid Family and Medical Leave Insurance may elect to use accrued paid leave to make up the difference between their benefits and their normal salary. Upon receiving written notice of such an election, the District shall deduct and apply the number of accrued paid leave hours necessary to ensure that the member receives their normal salary.

E. During the term of this Agreement, the District will participate in the public employee retirement plans required by law. The District will continue to pay the 6% employee contribution in accordance with the law.

F. **Rogue River Junior/Senior High School:** In the event a Rogue River Junior/Senior High School regular teacher substitutes during his or her preparation period for an absent teacher, the regular teacher shall be compensated at the substitute teacher rate per ORS 342.610, broken down to an hourly rate based on a six-hour day, per hour or an equal amount of compensation time, whichever the teacher chooses. Compensation time may be accumulated but must be used prior to the end of the school year in which it is earned. Substituting during one's preparation period shall be on a volunteer basis.

Rogue River Elementary School: In the event a Rogue River Elementary School regular teacher is assigned to substitute for an absent teacher, compensation will be provided to the teacher if an administrator assigns one (1) to three (3) teachers to substitute for the absent teacher.

The regular teachers assigned to substitute for the absent teacher will be compensated at the substitute teacher rate as defined in ORS 342.610, broken down to an hourly rate based on a six-hour day. A prorated amount of this rate shall be paid based upon the amount of the absent teacher's class load the teacher is assigned. For example, if a regular teacher substitutes for another teacher by taking on half of the absent teacher's class load, the teacher will receive one-half of the substitute teacher rate of pay per hour of substitute coverage provided. Substitute coverage provided for less than one hour shall also be prorated. For this provision to go into effect for a half day or more, a substitute must have been requested through the substitute service and was unable to be filled.

- G. Members who voluntarily resign (but who do not retire under PERS) from the District and are subsequently hired back into a bargaining unit position within 36 months shall receive credit on the salary schedule at their former placement plus any additional experience gained while absent.

ARTICLE 22

INCLUSION

To facilitate the implementation of IDEA and relating Oregon Laws, the District shall provide in-service training to each member who has had no previous training relating to students with disabilities and implementation of the above law.

ARTICLE 23

STUDENT TEACHERS

Teachers asked by the administration to participate in a training experience for student teachers or other apprentice programs, shall have the right to elect not to participate. The Superintendent will determine which teachers are eligible to participate in any student teaching contract entered into between a teacher training institute and the District. If any teacher elects to participate, and is approved to do so by the Superintendent, he or she shall be compensated the full amount of the fees and tuition vouchers paid by the training institute to the District. If any employee elects not to use all of his/her tuition vouchers, the vouchers will be pooled. Any employee needing tuition vouchers will notify the Council. The Council will maintain a list of these requests and distribute the vouchers. Administrative vouchers not used by administrators will be given to the council for distribution.

ARTICLE 24

PERSONNEL FILES

A. CONTENT OF FILE

The personnel file shall be confidential and shall contain the materials relevant to the member's employment. The member shall have the right to review the contents of this file and to receive a copy of any documents contained therein. A member shall be entitled to have a representative of the Council to accompany him/her during such review.

B. SIGNATURE ON FILE CONTENTS

No evaluation document, disciplinary document or complaint shall be placed in a member's personnel file unless the member has had notice and has been given a copy. The member will acknowledge that he/she has had an opportunity to review the material by affixing his/her signature to the copy to be filed. The member will also have the right to submit a written answer to such material and attach it to the charge. Materials intended for the personnel file will be clearly marked. If the member refuses to sign any document, the District may place the item in the file after written notification to the member and the Council.

C. No document or other material derogatory to a member's conduct shall be placed in the member's personnel file after severance unless otherwise required by law.

D. Materials placed in the personnel file of an employee without conforming to the provisions of this Article will not be used by the District in any subsequent evaluation or disciplinary proceeding involving the employee.

ARTICLE 25

EARLY RETIREMENT INCENTIVE

- A. When an employee has at least fifteen (15) years of service in District 35 and is PERS retirement eligible, the employee may apply for early retirement through the personnel office. Notification of retirement under this provision shall be one hundred twenty (120) days prior to the intended effective date of such retirement.
- B. The duration of the program is for a period of up to seven (7) years. In no case does it extend beyond Medicare eligibility. Its intent is to be strictly an incentive program.
- C. As an incentive the District agrees to pay:
 - 1. A monthly stipend of .75% of the last year's teaching salary. Annual salary does not include extra duty or extended salary compensation.
 - 2. Full family medical insurance subject to the rules of the District insurance carrier. This coverage shall not include dental, vision, life or long term disability.
- D. All monthly payments under the early retirement incentive program cease upon the occurrence of any of the following:
 - 1. Death of the retired employee;
 - 2. The employee completes seven (7) years under the program
 - 3. The employee qualifies for Medicare.
- E. The following early retirement incentive will only apply to members of the bargaining unit hired on or after July 1, 1995.
 - 1. A monthly premium for Health/Medical insurance not to exceed the dollar cap described in Article 19, at Section B.
- F. It is understood that once the employee has been granted early retirement incentive, their rights hereunder cannot be terminated by the District.
- G. The provisions of this article shall not be available to employees hired after April 1, 1999.

ARTICLE 26

MISCELLANEOUS PROVISIONS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. COMPLIANCE WITH INDIVIDUAL CONTRACT AND MASTER AGREEMENT

Any individual contract between the District and an individual member heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.

C. This Agreement shall not be modified in whole or in part by either party except through renegotiation. Such modification shall be approved by the Council and the Board and reduced to writing.

D. MAINTENANCE OF STANDARDS

All conditions of employment, including teaching/working hours, extra compensation for duties outside regular teaching/working hours, relief periods, leaves and general teaching/working conditions shall not be changed by the district unless prior written notice has been given to the Council. Upon a receipt of a timely demand to bargain, the district agrees to engage in good faith negotiations for the time periods required by ORS 243.650 et. seq. In the event the parties are unable to reach agreement, the matter will be submitted to binding interest arbitration under the following conditions:

1. The parties will seek a mutually satisfactory Arbitrator from a list of seven (7) provided by ERB. The parties shall follow the procedures as set forth in the Grievance Procedure in this agreement except as modified below.
2. The Arbitrator will hear the issue and render an immediate oral decision at the close of the hearing and follow with a brief written decision within five (5) business days. Such decision shall be final and binding upon both parties.
3. The Arbitrator may not deny the District implementation of the proposed change but will be limited to just and fair compensation for the impact of that change on bargaining unit members. The parties agree to waive all other remedies available to them and commit to be bound by the decision rendered on the issue provided the proposed change is implemented.
4. If the District desires to implement needed changes prior to the arbitration hearing, but after the required negotiation period, it may do so but shall be retroactively bound by the decision of the arbitrator.

E. SEPARABILITY OF PROVISIONS

In the event that any provision of this contract shall, at any time, be declared invalid by any court or competent jurisdiction, such decision should apply only to a specific article, section or portion thereof directly specified in the decision. Such a decision shall not invalidate the entire contract; it being the expressed intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. At the request of either party, negotiations shall commence to find a mutually satisfactory replacement for the unlawful or unenforceable provision.

ARTICLE 27

SAFE WORKING CONDITIONS

There shall be no reprisals of any kind against a bargaining unit member in reporting any unsafe or unhealthy conditions to the Superintendent directly or thereafter to the Board. The member shall give the Superintendent and the Board a reasonable time in which to correct the condition. This provision does not allow the Council or bargaining unit members to withhold services.

Subject to the limitations of the Family Education Rights and Privacy Act (FERPA), ORS 336.187 and OAR 581-021-0340, employees with a legitimate educational interest will be notified prior to being assigned to work with or supervise students(s) who evidence behaviors that could present a safety problem to other students or the employee. To the extent allowable by law, employees will be provided with specific information about the known behavior pattern(s) of the student(s) and suggested strategies for managing those behaviors as soon as that information is available.

Board policies regarding the HIV virus shall be followed and each member shall receive copies of said policies.

ARTICLE 28

SITE COMMITTEES

- A. The District and the Council recognize that arrangements pursuant to which employees at individual schools are given increased responsibility for making decisions with regard to their day-to-day affairs (site-based decision making arrangements) can foster the collegial exchange of ideas and information that is necessary for effective professional practice, and can improve the educational process.

The purpose of a Building Site Committee shall be as follows:

1. To improve the instructional program.
2. Enhance student achievement.
3. Provide opportunities for restructuring.

Consistent with District policy, this Collective Bargaining Agreement adheres to federal and state statutes and regulations. Examples of Building Site Committee responsibilities may include but are not limited to: programs that enhance learning outcomes for students, measurement of learning outcomes, and improvement of processes to deliver services to students, and improve elements common to strong school/community relationships. The central office will provide support to Site Committees within available time and resources. The School Board will fund each Site Committee at \$1000 per site for the school year to carry out its responsibilities.

ARTICLE 29

PROFESSIONAL DEVELOPMENT

A. District Professional Development Committee (DPDC).

The Parties shall establish a District Professional Development Committee (DPDC) which shall be charged with the responsibility of advising the Superintendent on professional development issues.

1. Committee Makeup: The DPDC shall be made up of one (1) licensed staff member from each of the district's four (4) schools, all of whom shall be selected by the Association; and two (2) building level administrators whom shall be selected by the Superintendent. The committee shall name its own chair.
2. Released Time: The District shall provide up to four (4) half-days of released time per committee member during the regular employee work day, in order for the DPDC to meet its responsibilities.

B. When members are required to participate in professional development outside of their contracted work hours, they shall be paid at \$37.50 per hour for all hours worked outside of their contracted working hours.

C. The District will pay for the registration fees, lodging, meals, mileage, and any other approved expenses for approved Professional Development.

D. Tuition Reimbursement Program

The District will provide a \$13,000.00 pool for tuition reimbursement to bargaining unit members each year.

1. Any bargaining unit member may submit documentation for tuition paid for college credit in the prior year.
2. Credit must be from an accredited college or university, and must be directly related to the education profession.
3. The funds in the pool will be proportionally divided among all unit members that submit appropriate documentation for the cost of tuition for credits earned.
4. Any funds remaining in the pool at the end of the year are rolled over to the following year beginning in the 2024-2025 school year.

- 5.** Members will provide proof of completion of credits earned with the reimbursement request.
 - a.** Each year, a maximum of \$3,000 from the fund may be used for reimbursement for administrative credits.

- 6.** Reimbursement: Payment will be through reimbursement.
 - a.** The district will reimburse the tuition, registration, and required text costs only for those credits directly related to the education profession. Recipients will need to provide original receipts for expenditures and proof of passing grades.

 - b.** Documentation and requests for reimbursement should occur by October 1 of the year following completion of credit. Reimbursement requests can only be approved if the member is returning to the District in the school year in which the request is being made. Reimbursement for costs will be provided to individuals by October 31st. Tuition costs will be reimbursed at a rate not to exceed the per credit rate of the Oregon University System.

ARTICLE 30

OPEN DIALOGUE AND RESOLUTION COMMITTEE (ODRC)

The parties agree to form an open dialogue and resolution committee (ODRC) at both the building and district levels. The ODRC will begin meeting no later than October 1st each year and thereafter at least quarterly and up to monthly for the purpose of discussing and resolving issues or problems. The goal is to meet regularly as needed for the purpose of keeping workplace issues from escalating and maintaining accurate and effective policy implementation. This is also a space where either side may receive or give “heads up” information which will ensure fluid and congenial functioning of the specific building site or organizational structure. Any member of the group may suggest items for the agenda.

- A. The district level will consist of the President of the Association or designee and another member chosen by the Association and the superintendent and or designee.
- B. The building level will consist of the principal and no more than two members at each school (RRES, RRJSHS, SVA) chosen by the Association.,

ARTICLE 31

JOB SHARE

- A. Job sharing shall be defined as the voluntary occupation of a single staff position by two (2) bargaining unit members.
- B. Actual assignments and hours will be determined by written mutual agreement between the participating members and the District. Without the consent of all parties, this arrangement remains inoperative.
- C. Job sharing will continue from year to year at the discretion of the District and with the approval of the members involved. At the termination of the job share each half-time member will move to a fulltime member status. At the termination of the job share the district can assign the former job share participants to any teaching position in the district for which they are qualified. If there are insufficient teaching positions available, the district will follow the layoff provisions in Article 12. The job share participants will accrue seniority during the job share as if they were fulltime members.
- D. Shared time positions will be compensated as follows:
 - 1. Salaries will be calculated by using each member's regular annual salary, prorated proportional to the FTE worked. The experience and educational step for the member will be the same as they would be entitled to if employed on a full-time basis. This step will determine the base salary from which the salary fraction will be computed.
 - 2. Division of the fringe benefit package shall be by written mutual agreement of the member partners with District approval; however, the District shall not be liable for more than one fringe benefit package. Teaching partners may continue on all benefit programs at their own expense.
- E. Leaves and paid holidays will be prorated to each participant based on the proportional FTE workload.
- F. In-Service Meetings: Job share participants will attend in-service meetings on a schedule to be determined by the building principal with consideration of the members' input.
- G. Family-Teacher Conferences: Job share participants will attend Family-Teacher Conferences on a schedule to be determined by the building principal with the consideration of the members' input.

ARTICLE 32

DURATION OF AGREEMENT

- A. This Agreement shall be effective upon expiration of the preceding Agreement or upon ratification, whichever is later, and shall be binding upon the Board, the Association and its members and shall remain in full force and effect through June 30, 2026.
- B. Bargaining a successor agreement shall begin by March 1, 2026 and be conducted in accordance with ORS 243.650, et seq.
- C. The parties agree to meet on or before March 15, 2024 to negotiate Article 19 – Insurance Benefits, Article 20 - Extra Duty Pay, Article 21 – Professional Compensation, and each party may raise one additional contractual issue for the contract year 2024-2025 in accordance with ORS 243.698.
- D. The parties agree to meet on or before March 15, 2025 to negotiate Article 19 – Insurance Benefits, Article 20 - Extra Duty Pay, Article 21 – Professional Compensation, and each party may raise one additional contractual issue for the contract year 2025-2026 in accordance with ORS 243.698.

IN WITNESS WHEREOF, the Council has caused this Agreement to be signed by its President and the District has caused this Agreement to be signed by its Chairman of the Board, attested by its Clerk.

SOUTHERN OREGON BARGAINING COUNCIL

ROGUE RIVER SCHOOL DISTRICT NO. 35

By: *Allison Aust*
Council Chair

By: *Arin R. Saul*
Board Chairman

Date: 6/15/23

Date: June 13, 2023

By: *Sarah Collins*
Association Representative

ATTESTED TO:

Date: 6/14/23

By: *[Signature]*
Superintendent-Clerk

Date: June 13, 2023

Appendix A-1						
Licensed Salary Schedule						
July 01, 2023 through June 30, 2024						
(3.75% COLA increase effective July 01, 2023)						
	BA	BA + 15	BA + 30	BA + 45	BA + 60 or MA*	MA* + 24
Step 1	\$44,397	\$45,884	\$47,421	\$49,010	\$50,652	\$52,349
Step 2	\$45,884	\$47,421	\$49,010	\$50,652	\$52,349	\$54,103
Step 3	\$47,421	\$49,010	\$50,652	\$52,349	\$54,103	\$55,915
Step 4	\$49,010	\$50,652	\$52,349	\$54,103	\$55,915	\$57,788
Step 5	\$50,652	\$52,349	\$54,103	\$55,915	\$57,788	\$59,724
Step 6	\$52,349	\$54,103	\$55,915	\$57,788	\$59,724	\$61,725
Step 7	\$54,103	\$55,915	\$57,788	\$59,724	\$61,725	\$63,793
Step 8	\$55,915	\$57,788	\$59,724	\$61,725	\$63,793	\$65,930
Step 9	\$57,788	\$59,724	\$61,725	\$63,793	\$65,930	\$68,139
Step 10	\$59,724	\$61,725	\$63,793	\$65,930	\$68,139	\$70,422
Step 11	\$61,725	\$63,793	\$65,930	\$68,139	\$70,422	\$72,781
Step 12		\$65,930	\$68,139	\$70,422	\$72,781	\$75,219
Step 13			\$70,422	\$72,781	\$75,219	\$77,739
Step 14				\$75,219	\$77,739	\$80,343
Step 15					\$80,343	\$83,034
Step 16						\$85,816
				*Annual Masters Stipend:	\$1,500	

Appendix A-2						
Licensed Extra Duty Salary Schedule						
July 01, 2023 through June 30, 2024						
		BA Step 1 Base Rate:		\$44,397		
	Step I	Step II	Step III	Step IV	Step V	Step VI
Years 1-2	10.0%	9.0%	8.0%	6.0%	5.0%	4.0%
Years 3-4	12.0%	10.0%	9.0%	7.0%	6.0%	4.5%
Years 5-6	14.0%	11.0%	10.0%	8.0%	7.0%	5.0%
Years 7+	16.0%	12.0%	11.0%	9.0%	8.0%	5.5%
Years 1-2	\$4,440	\$3,996	\$3,552	\$2,664	\$2,220	\$1,776
Years 3-4	\$5,328	\$4,440	\$3,996	\$3,108	\$2,664	\$1,998
Years 5-6	\$6,216	\$4,884	\$4,440	\$3,552	\$3,108	\$2,220
Years 7+	\$7,104	\$5,328	\$4,884	\$3,996	\$3,552	\$2,442

APPENDIX B-1
ARTICLE 10

For reference only, Oregon Family Leave Act (OFLA) relevant definitions under Oregon Administrative Rules **839-009-0210**, current as of June 2020:

"Child," for the purposes of parental and sick child leave only (not for the purposes of serious health condition leave or leave for the death of a family member under ORS 659A.159 (1) (e)), means a biological, adopted, foster or stepchild, the child of an employee's same-gender domestic partner or a child with whom the employee is or was in a relationship of in loco parentis. The child must be: (a) Under the age of 18; or (b) An adult dependent child substantially limited by a physical or mental impairment as defined by ORS 659A.104 (1)(a), (3), and (4).

"Domestic partner" means an individual joined in a domestic partnership.

"Domestic partnership" for the purposes of ORS chapter 659A means two individuals of the same sex who have received a Certificate of Registered Domestic Partnership from the State of Oregon in compliance with ORS 432.173 and rules adopted by the State Registrar of the Center for Health Statistics.

"Family member" for purposes of serious health condition leave, sick child leave or leave for the death of a family member means the spouse, same-gender domestic partner, custodial parent, non-custodial parent, adoptive parent, foster parent, biological parent, step parent, parent-in-law, parent of same-gender domestic partner, grandparent or grandchild of the employee, or a person with whom the employee is or was in a relationship of in loco parentis. It also includes the biological, adopted, foster or stepchild of an employee or the child of an employee's same-gender domestic partner. For the purposes of OFLA, an employee's child in any of these categories may be either a minor or an adult at the time serious health condition leave or leave under ORS 659.159(1)(e) is taken.

"Foster child" means a child, not adopted, but being reared as a result of legal process, by a person other than the child's biological parent.

"In loco parentis" means in the place of a parent, having financial or day-to-day responsibility for the care of a child. A legal or biological relationship is not required.

"Serious health condition" means an illness, injury, impairment or physical or mental condition of an employee or family member:

(a) That requires inpatient care in a medical care facility such as a hospital, hospice or residential facility such as a nursing home. When a family member resides in a long-term residential care facility, leave applies only to:

(A) Transition periods spent moving the family member from one home or facility to another, including time to make arrangements for such transitions;

(B) Transportation or other assistance required for a family member to obtain care from a physician; or

(C) Serious health conditions as described in (b) through (h) of section (20) of this rule.

(b) That the treating health care provider judges to pose an imminent danger of death, or that is terminal in prognosis with a reasonable possibility of death in the near future;

(c) That requires constant or continuing care such as home care administered by a health care professional;

(d) That involves a period of incapacity. Incapacity is the inability to perform at least one essential job function, or to attend school or perform regular daily activities for more than three consecutive calendar days and any subsequent required treatment or recovery period relating to the same condition. This incapacity must involve:

(A) Two or more treatments by a health care provider; or

(B) One treatment plus a regimen of continuing care.

(e) That results in a period of incapacity or treatment for a chronic serious health condition that requires periodic visits for treatment by a health care provider, continues over an extended period of time, and may cause episodic rather than a continuing period of incapacity, such as asthma, diabetes or epilepsy;

(f) That involves permanent or long-term incapacity due to a condition for which treatment may not be effective, such as Alzheimer's disease, a severe stroke or terminal stages of a disease. The employee or family member must be under the continuing care of a health care provider, but need not be receiving active treatment;

(g) That involves multiple treatments for restorative surgery or for a condition such as chemotherapy for cancer, physical therapy for arthritis, or dialysis for kidney disease that if not treated would likely result in incapacity of more than three days; or

(h) That involves any period of disability of a female due to pregnancy or childbirth or period of absence for prenatal care.

“Spouse” includes:

(a) Individuals in a marriage recognized under state law in the state in which the marriage was entered into;

(b) Individuals in a marriage validly performed in a foreign jurisdiction;

(c) Individuals in a common law marriage that was entered into in a state that recognizes such marriages; and

(d) Individuals who have lawfully established a civil union, domestic partnership or similar relationship under the laws of any state. Individuals described in this subsection are not required to obtain a marriage license, establish a record of marriage or solemnize their relationship.

ORS 659A.159 (1)e) Bereavement Leave: Leave to deal with the death of a family member is leave taken to attend the funeral or alternative to a funeral of the family member, to make arrangements necessitated by the death of the family member, or to grieve the death of the family member.