



**Agreement
Between
Klamath County School District
and
Klamath County Education Association**

2022-2025

KCS D-KCEA AGREEMENT

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APPENDICES

ARTICLE 1 - PREAMBLE

A. **Parties to Agreement**

This Agreement is entered into between the Board of Education on behalf of the Klamath County School District, herein referred to as the "Board" or "District," and the Klamath County Education Association, herein referred to as the "Association."

B. **Intent of Agreement**

The intent of this Agreement is to set forth and record herein the basic agreement between the parties on those matters pertaining to employment relations for teaching personnel and school health nurses, herein referred to as members, included in the bargaining unit.

ARTICLE 2 - STATUS OF AGREEMENT

A. **Recognition**

The Board recognizes the Association as the exclusive bargaining representative for all contract, probationary, and temporary full-time and part-time (one-half time or more) licensed teaching personnel and school health nurses employed by the District.

B. **Excluded Employees**

Supervisory employees, confidential employees, and substitute teachers are specifically excluded from the bargaining unit.

C. **Substitute and Temporary Teachers**

Substitute and temporary teachers shall be as defined in ORS 342.815 (8) and (10).

D. **Representation**

The purpose of this Article is to recognize the right of the bargaining agent to represent teachers and school health nurses in the bargaining unit in negotiations with the Board or the Board's representatives. Granting of recognition is not to be construed as obligating the Board in any way to continue any functions or policies.

E. **Final Agreement**

There shall be two (2) signed copies of the final Agreement for the purpose of records. One (1) shall be retained by the District and one (1) by the Association.

ARTICLE 3 - DISTRICT RIGHTS

It is recognized that the Board has and will continue to retain the rights and responsibilities to operate and manage the Klamath County School District system and its program, facilities, properties, and activities of its employees within the scope of their employment. The District retains the rights to manage, direct, and control the Klamath County School District, except as such rights are specifically modified or waived by the terms of this Agreement.

ARTICLE 4 - ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

The District agrees to make available to the Association in response to reasonable requests public information in conformity with Oregon Revised Statutes. The District may charge the Association for reasonable expenses incurred in responding to the Association's information requests that will require a significant amount of staff time. The District will notify the Association before any such charges are incurred.

B. Use of School Buildings

1. Non-Duty Hours

School buildings may be used at no cost for Association meetings at reasonable times during non-duty hours, provided that such meetings shall not interfere with the normal school operation or special meetings and classes, and providing that prior approval is received from the principals. Non-duty hours are defined as before school opens and after members are released.

2. Association Business

Representatives of the Association may be permitted to discuss matters pertaining to the Association's business with District personnel in the faculty room, with the member during the member's duty-free lunch period, and before and after the student class day, provided this does not interfere with normal operations. The representative will report to the office upon entering the building to obtain permission from the principal to meet with members.

C. Use of School Equipment

The Association shall have the right to use school facilities and equipment, including typewriters, duplicating equipment, computers, and all types of audio-visual equipment upon approval of the building principal. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use, and for any repair necessitated as a result thereof.

D. **Bulletin Boards and Mail Facilities**

Bulletin boards, inter-school mail, email, and telephone facilities may be used for posting, distribution, and communication of Association business so long as such communications are labeled as Association business and are not defaming to any individual or group.

In addition, the Association agrees that district policies regarding email use will be adhered to. Association members will not conduct Association business during student contact time. Association business may be conducted during prep periods, breaks, lunch and before and after school.

E. **Orientation Program**

All in-service programs for new members are the responsibility of the District. The Association may request reasonable time to explain the goals and objectives of the Association to new members during the in-service period. This Association orientation is a compulsory meeting for new members in accordance with HB2016. The time of the Association orientation will be determined by the District.

F. **Right to Speak at Meetings**

An Association representative may speak to the employees during any faculty meeting for at least ten (10) minutes at the request of the representative. Emergency meetings will be at the discretion of the District without prior agenda.

G. **School Board Meetings**

The Association may appear before the Board as a delegation at any regularly scheduled Board of Directors meeting.

H. **Association Business**

1. Association President's Schedule

The District shall provide a scheduled thirty (30) minutes prior to the end of a normal workday to the president of the Association to perform the duties of the Association relating to this contract. Such release shall not interfere with the member's normal classroom activities, counseling, or assisting students.

2. Association Days

Twenty-five (25) member work days per year of paid leave will be allowed to members whose absence is requested in writing to the Director of Human Resources by the Association for the purpose of Association business at least forty-eight (48) hours in advance of the proposed absence, provided that suitable substitutes are available. Substitute pay will be deducted for the twenty-five (25) days. An additional 20 days of Association Business leave may be granted for OEA/NEA Officers to attend State or National Association business. The Association will reimburse the District for the substitute cost for those days.

I. **In-service**

The Klamath County School District and the Klamath County Education Association recognize the need to allow members time to improve their teaching skills and share ideas and teaching methods. Therefore, the District and the Association representatives will meet twice each year to jointly plan two District in-service days. The District will have the final say as to what is presented on those days.

J. **Communication with School Board**

In order to facilitate an open dialogue with the District School Board, no more than four members of the Association leadership will meet quarterly with no more than two representatives from the Board to communicate successes and areas for improvement as reported by members of the Association. The Association leadership will contact the Board members to schedule the meetings.

ARTICLE 5 - SUCCESSOR AGREEMENT

This Agreement may be reopened for negotiations for a successor Agreement by written notice from one party to the other by in the Spring of the calendar year of the expiration of this Agreement. After receipt of such notice, the parties will commence negotiations at mutually agreeable dates and times.

ARTICLE 6 - PERSONAL AND ACADEMIC FREEDOM

A. **Non-Discrimination**

The Association and the District affirm their adherence of the principles of free choice and agree that they shall not discriminate against any employee covered by this Agreement because of age, race, religion, sex, sexual preference, national origin, or membership or non-membership in the Association.

B. **Personal**

A member's annual evaluation shall be based on their professional performance, their personal life, except where it affects the performance of their contractual duties.

C. **Academic**

It is recognized that the role of the teacher is primary to the success and achievement of students. To that extent, the Board shall respect the professional competencies of Klamath County School District staff members. If any questions or concerns arise, both the members and administrators concerned shall work to reach an agreement according to the following process:

1. Step One: Concerns regarding academic freedom must first be presented informally to the building principal.
2. Step Two: After meeting informally with the building administrator, if the matter is not resolved to the member's satisfaction, the concern regarding academic freedom may be presented in writing to the appropriate curriculum director (elementary or secondary).
3. Step Three: If the curriculum director does not resolve the issue to the member's satisfaction, the matter may be presented in writing to the superintendent.

The grievance procedure for academic freedom complaints will be limited to Level Three of the grievance procedure as outlined in Article 28.

The District and Association will establish and jointly participate in a contract administration committee with the purpose of reviewing, discussing and making possible modifications to Article 6: Personal and Academic Freedom. This committee will meet once every grading period. The committee will be comprised of the Association President and designee, and Superintendent and designee.

D. **Grade Determination**

The member shall maintain the right and responsibility to determine grades and other evaluations of students. No grade or evaluation shall be changed without consultation with the member.

ARTICLE 7 - REDUCTION IN FORCE/LAYOFF

A. **Application**

The Reduction in Force/Layoff Article shall apply to all layoffs of contract and probationary members and school health nurses. Nothing in this Article is intended to modify the discretion of the School Board to non-renew probationary teachers under the Fair Dismissal Law (ORS 342.835) for any reason deemed in good faith sufficient so long as such reasons are personal to the teachers.

B. **Decisions**

The District shall determine when a layoff is necessary and which program areas shall be affected. When considering a layoff, the District shall, insofar as reasonably practicable, provide sixty (60) days written notice to the Association that such a layoff is under consideration and shall specify which program areas are being considered.

C. **Layoff Notice**

Members shall be given no less than thirty (30) days' notice insofar as reasonably practicable prior to the effective date of their layoff. The District shall make every reasonable effort to transfer employees whose assignments are eliminated to other positions for which they are qualified.

D. **Layoff Within Classification**

Where existing members of the bargaining unit cannot be transferred to other positions for which they are qualified through every reasonable effort, the District shall lay off employees within classification groups in the inverse order of seniority (least service/first released; longest service/last released), subject to the following:

1. Classification groups shall be:

- a. Elementary teachers (grades K-6).
- b. Junior high teachers (grades 7-8) by subject matter licensing.
- c. High school teachers (grades 9-12) by subject matter licensing.
- d. Specialist by license (i.e., library, music, P.E., special education, counseling, school nurse, etc.).
- e. Teachers who do not hold a specific subject matter license, but have a general elementary license, shall be placed in subject matter classification groups in which they have teaching experience in the District.

2. Multiple Licenses

Bargaining unit members holding multiple subject matter or specialist endorsements must be placed in each classification group for which they are qualified.

3. Qualification Required

Retained employees must be qualified for the position available.

4. Seniority Defined

"Seniority" shall be measured from the first day on the job for pay purposes and shall not be broken by approved leaves of absence.

5. District Choice

Where seniority and licensing are equal, the District shall choose the employee to be laid off by lot.

6. Qualified Defined

"Qualified" means licensed or otherwise authorized by law to teach or hold the position.

E. **Recall**

1. Duration of Rights

Any employee laid off under this Article shall have the right of recall for any position created or vacant for twenty-seven (27) months after the actual date of release, layoff, or termination.

2. Restoration of Status

A contract teacher under the Fair Dismissal Law who is recalled shall retain the contract status obtained before the release, termination, or layoff under this Article.

A probationary teacher under the Fair Dismissal Law who is recalled shall have the years taught for the District counted as if the employment had been continuing for purposes of obtaining contract status.

3. Recall By Seniority

Employees shall be recalled under this Article in reverse order of release, layoff, or termination, subject to the requirements that the employee be qualified for the position.

4. Notice of Recall

A copy of the notice of offer of recall shall be by certified mail, return receipt requested, to the employee's mailing address registered with the District's personnel office. A copy of the notice shall be mailed at the same time to the Association.

5. Acceptance

To accept an offer of recall, the employee must indicate acceptance in writing, by telephone, or by fax within seven (7) calendar days of receiving the notice of recall.

6. Forfeiture of Rights

An employee shall lose the right to recall by resigning or failing to accept an offer of recall to a full-time position. However, acceptance or non-acceptance of an offer of recall to a

position of less than full-time shall not cause the employee to lose recall rights to a full-time position.

7. **Geographic Location**

Should an employee be offered a position within the same geographic location as previously worked in by the laid-off employee, and should that employee reject that offer, the employee will forfeit all recall rights after the second such rejection and will be deemed to have resigned from District employment. Offers of recall for positions outside of the previously worked in geographic location will not affect recall rights, subject to subsection E, 1, above. Geographic locations will fall into the following groupings:

- a. Suburban including Keno, Mazama, and Henley;
- b. Henley, Mazama, Lost River, Malin, Merrill, Falcon Heights and Bonanza;
- c. Chiloquin;
- d. Gearhart;
- e. Gilchrist

F. **Insurance Continuation**

Employees laid off under this Article shall have the right to continue participation in the group medical insurance plan, provided that they pay the regular monthly premiums. The term of this right shall coincide with the term of any employee's recall rights under this Article, and shall be contingent upon acceptance by the District's insurance company, and shall terminate when the employee's recall rights terminate.

G. **Legal Parameters**

The parties intend that this Article is subject to all of the mandatory requirements of the Fair Dismissal Law, and other applicable statutes, and nothing in this Article shall be interpreted in a manner inconsistent with such legal requirements. In the event of such conflict, such legal requirements shall control over any language of this Article in conflict, and such language shall be of no effect. In areas where the statutes allow school district discretion, the parties do intend and agree that such discretion will be exercised in a manner strictly consistent with this Article.

H. **Competence**

For purposes of this Article, the term “competence” shall mean 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, or educational attainments, or both, but not based solely on being licensed to teach. The District may consider an employee’s willingness to undergo additional training or pursue additional education in deciding upon questions of competence.

ARTICLE 8 - COMPLAINT PROCEDURE

A. Complaints Against Members

Any complaint regarding a member made to their supervisor or other person in authority above them 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 seven (7) working days according to the following process:

1. The member shall be apprised of the full nature of the complaint, including the name of the complainant.
2. The member, with the assistance of the immediate supervisor, will attempt, if appropriate under the circumstances, to resolve the matter informally.
3. The member has the right to representation at all levels.
4. Complaints, which are not discussed within seven (7) working days, may not be used in evaluation or any disciplinary action.
5. The foregoing shall have no application to complaints of such a nature that could result in institution of suit or action, either civil or criminal in nature, against the member or the District.
6. Complaints which are not discussed within seven (7) working days, withdrawn, shown to be false, or not sustained by the grievance procedure shall neither be placed in the member's personnel file nor utilized in any evaluation or disciplinary action against the employee.

B. Grievability

Grievability of substantive arguments arising out of this Article is limited to Level Three, School Board. Procedural violations may be grieved through binding arbitration.

ARTICLE 9 - EMPLOYMENT CONDITIONS

A. Storage Area

Members shall be provided with a lockable storage area for their personal belongings. Members' personal belongings and equipment kept in the school will be subject to district policy concerning district responsibility (see policy code GBO).

B. **Work Day**

1. Duration and Lunch Breaks

The workday shall be eight (8) hours, including a thirty (30) minute, duty-free lunch period, subject to the following:

2. Early Departure and Coverage

Members may leave the building thirty (30) minutes prior to the end of the normal workday on the last day of the week. In those circumstances where staff supervision is needed for students, the building principal will make adjustments to be sure that supervision occurs. This may involve holding teachers over the aforementioned thirty (30) minutes of time. The principal shall give consideration to such things as individual teacher travel plans, and an equitable distribution of the exception to the thirty (30) minute early release. When the thirty (30) minute release time cannot be utilized by the member because of the school day schedule, the principal will work with the member to provide flexibility to utilize this time.

On scheduled inservice days during the school year, a half-hour early release of teachers will be authorized. Principals and supervisors will be advised to plan their inservice programs accordingly. This will not apply to the all-county inservice day for teachers in August.

Members who wish to access resources outside of the work site may be released early with the approval of the principal or his/her designee.

3. After Hours Assignments

Members will be expected to be available as needed only for back-to-school nights, academic awards nights, conferencing with parents, and IEP meetings.

4. Parent-Teacher Conferences

Parent-teacher conferences will be held at the end of the first and fourth six-week grading periods. According to the school calendar, parent-teacher conferences are scheduled to be held Wednesday and Thursday. Regardless of the schedule chosen by each building, the actual number of hours for conferences must equal ten (10) for elementary and six (6) for secondary. Conferences may begin at the end of the normal workday on Wednesday. Each school must receive approval from the district office for the conference schedule it will be using. Thereafter, it is the responsibility of each school to notify staff and patrons of the dates and times of parent-teacher conferences in a timely manner.

It is also noted that if the District schedules extended days in October and March for the purpose of evening parent teacher conferences, teachers shall be released from duty by time at least equal to the extended time worked the prior day.

5. Scheduling Flexibility

It is not the intent of this agreement that principals will significantly escalate the beyond regular workday demands on members. It is the intent to provide flexibility. Both parties recognize that it is not possible to identify every need beyond the normal eight-hour workday, which will exist. It is the expectation of both parties that this agreement will provide for the needed flexibility and fairness for the involved staff.

6. Professional Development Time

Thirty (30) one (1) hour Professional Development Sessions will be scheduled annually. Twenty (20) of the Professional Development Sessions will be designated for use by licensed bargaining unit members at their discretion to engage in activities to support their development as teachers and/or preparation. The District will have the right to schedule ten (10) of the Professional Development Sessions for District established purposes.

Administration may use up to thirty (30) minutes of early release for weekly meetings. If thirty minute weekly meetings are held at a different time, members will be granted the full hour for professional responsibilities.

C. **Preparation**

1. Elementary

Elementary teachers shall have preparation time of forty five (45) minutes per day in not less than thirty (30) minute and fifteen (15) minute blocks. This protected time is for preparation only. Teachers will not be assigned or contracted to other duties during preparation time with the exception of parent/student meetings, IEPs, and telephonic communications.

Designation of when the preparation time will be scheduled is at the discretion of the District. The District may use up to 30 minutes per week for the purpose of District directed meetings. Physical Education time of sixty (60) minutes and twenty (20) early releases are protected as well.

Elementary teachers will be granted prep time for four (4) hours prior to each parent conference day for a total of eight (8) hours. The total of eight (8) hours will not be reduced. Four (4) hours of time will be granted on each of the following days: the second day of fall conferences and the second day of spring conferences.

2. Secondary

Preparation periods for secondary teachers (7-12) shall be scheduled during the student contact day each day. A preparation period shall be at least equal in length to a regular instructional period.

Secondary teachers will be granted sixteen (16) hours per year for additional time for individualized or collaborative professional learning community time, as determined by the building principal in collaboration with the teachers. Eight (8) hours of time will be granted on each of the following days: the second day of fall conferences and the second day of spring conferences.

3. Comp Time and Payment for Supervision

When a teacher is required to supervise students for a portion of his/her preparation period, he/she will accrue compensatory time for each class period covered. One (1) full hour of compensatory time shall accrue for each forty-five (45) minutes of coverage. Where class periods exceed forty-five (45) minutes, the accumulation of compensatory time will be equal to one (1) hour. For any class that exceeds sixty (60) minutes in duration, comp time will accrue on a minute for minute basis.

When an elementary general education classroom teacher is required, at the Administrators request, to cover an additional class due to substitute shortage, the elementary classroom teacher shall receive paid time and a half for the time spent covering. Teachers must cover a minimum of (4) four hours. Teachers will be compensated in (4) four or (8) eight hour increments. Teachers directed to cover by administration specifically for purposes of Kindergarten Roundup will be paid at time and one half their hourly rate for actual time served.

When, in the absence of a substitute, an elementary teacher is required to fulfill a substitute's role, compensatory time will be provided in accordance with the above procedures when the elementary teacher provides such coverage during his/her preparation time.

Teachers will be assigned on an equitable basis and with twenty-four (24) hours' notice when possible.

Teachers may accrue unlimited compensatory time.

Compensatory time will be as follows:

- A. Four (4) hours can be traded for one half day off at no cost to the member and is conditioned upon the availability of substitutes.
- B. Eight (8) hours can be traded for a full day off at no cost to the member and is conditioned upon the availability of substitutes.
- C. Exceptions to the above may be made with the approval of the member and the building administrator.

The District will duly notify the affected employee of his/her option to be paid or to accrue compensatory time.

Unused compensatory time will be paid to the member in the last paycheck he/she receives in the fiscal year. The rate of pay of unused compensatory time will be at the current rate of substitute pay. If less than eight (8) hours is used, the substitute rate will be divided by eight (8) to establish an hourly rate of pay.

Members may choose to roll over up to twenty four (24 hours) into the next school year rather than be paid in the last paycheck. However, any hours rolled from one year to the next shall only be available for use as time off and shall not be paid out as cash. Any hours rolled must be exhausted by December 31 of the school year into which the hours are rolled.

D. **Class Size and Composition**

The District and Association recognize class size as a critical component of the District's ability to achieve its educational mission, students' opportunity to learn, and each teacher's ability to be an effective educator.

1. Class Size Limits

Elementary: It is the intent of this agreement to maintain existing practice to reduce class sizes at elementary schools to:

Twenty-five (25) and below in K – 3 in historically standard classrooms

Thirty (30) and below in 4-6 in historically standard classrooms

Forty-five (45) and below in Physical Education classes

Middle and High School: It is the intent to keep all teachers in grades 7-12 at no more than one hundred and ninety-two (192) total student contacts per day (six teaching periods) in historically standard classrooms. For physical education classes, the intent is to have no teacher at more than two hundred and eighty-two (282) total student contacts per day (six teaching periods). Band, choir, and theater classes are not covered under this contract language. If a secondary teacher teaches more than four different classes, at the same school, in a semester, they shall receive \$300 per additional class per semester.

Special Education: It is the intent to keep Resource special education case managers caseloads at 28 or lower and Special Programs case manager's caseloads at 15 or lower.

2. Remedy of Class Size Overages

The District and the Association will work cooperatively to reach employee workload decisions that are in the best interests of students, employees and sound educational practice in accordance with the following process:

- a. Building administrators will make a good faith effort to make a draft form of the master schedule available to teachers by the first day of the teachers' in-service.
- b. At the end of the second week of school, teachers will notify their principal in writing if they find that their class size, special education caseload, or total student contacts are over the recommended limits established above. The principal will review the notification and determine if a solution exists.
- c. On each grade prep day, teachers will review their class size, special education caseload, or total student contacts and notify their principal in writing if they are over the recommended limits established above. Once the principal has reviewed and confirmed the overage, the Principal will notify the Human Resources Department. The member will receive a \$100 stipend for the previous six-week period. This process will repeat on each grade prep day throughout the year.
- d. Teachers who find that their class size and composition create a substantial imbalance will present his or her concern in writing to the principal. Teachers will provide a copy of the written concern to the principal and the building representative. The principal and the teacher will meet to discuss solutions to the teacher's concern. If the concern is not satisfactorily addressed by the principal, the teacher may present the concern to the appropriate curriculum director (elementary or secondary).
- e. At the October board meeting, the superintendent will report to the board on enrollment and class size issues in the District. The report will include specific information regarding the class size for each classroom in the District. This report will be included in the board minutes.
- f. The grievance procedure for class size and composition complaints will be limited to Level Three of the grievance procedure as outlined in Article 28.

The District and Association will establish and jointly participate in a contract administration committee with the purpose of reviewing, discussing and making possible modifications to Article 9.D. "Class Size and Composition." This committee will meet once in October and February. The committee will be comprised of the Association President and designee, and Superintendent and designee.

E. **Personal Breaks**

Any teacher assigned for more than two (2) consecutive hours of student contact without provision for a personal break shall, upon request, be provided a personal break of at least ten (10) minutes.

F. **Personnel Files**

1. Pursuant to ORS 342.850 (8), employees or their designated representatives will have the right to review the contents of their personnel file and to review any documents contained therein. This file shall contain all materials relevant to the member's employment and shall be the sole repository of such materials. An employee will be entitled to have a representative of the Association accompany him/her during such review.
2. No material descriptive of or relating to an employee's conduct, service, character, or ethics will be placed in his/her personnel file unless the employee has been furnished a copy and has had an opportunity to review the material. 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 with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee will also have the right to submit a written rebuttal to such material, which will be attached to the file copy.
3. If a member alleges that the material is false and/or hearsay, a grievance may be initiated to determine the validity of such material.

G. **Safe Working Conditions**

1. The District shall provide a safe and healthful working environment for all employees so employees will not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health, safety, or well-being. Buildings will be maintained to ensure that such safe working conditions are possible.

The grievance procedure for complaints against the working environment will be limited to Level Three of the grievance procedure as outlined in Article 28. Level One will include an additional review by the District safety committee. Level Two of the grievance timelines will begin after the District safety committee's review and response.

2. Licensed staff shall be informed as soon as the District is aware when they are potentially exposed to contagious diseases and illnesses and they shall be instructed as to the prevention and protection from the disease or illness.

The District shall undertake steps to minimize the risk to unit members due to potential exposure to blood borne pathogens. The District shall provide immunization upon request without cost to unit members.

3. Licensed staff shall be informed prior to being assigned student(s) who evidence behaviors that could present a safety problem to the students or staff when the District is aware of

such information. Licensed staff shall be provided with specific information about the known behavior pattern(s) of the student(s) and suggested strategies for managing those behaviors.

H. **Classroom Environment**

1. The District shall support and uphold employees in their efforts to maintain discipline and shall give a timely response to all employee requests and concerns regarding disruptive students and other discipline issues.
2. Teachers shall have the right to temporarily remove seriously disruptive students from their classroom. A seriously disruptive student is one who is physically unmanageable and/or who may pose a threat to the physical safety of themselves, the teacher or other students.
 - a. At the request of the teacher, a meeting will be held with the building principal or designated representative to discuss student concerns and/or additional supports to help keep a safe and effective learning environment.

ARTICLE 10 - WORK YEAR

A. **Work Year**

1. Duration and Holidays

The teacher contract work year shall be one hundred ninety (190) contract days with the following five (5) days designated as holidays:

Labor Day
Veterans Day
Thanksgiving Day
Presidents' Day
Memorial Day

2. Beginning School Year Preparation Days

When the bargaining unit members return at the beginning of the year, the parties agree that three (3) days shall be used at the teacher's discretion to prepare for students. The district may use two (2) days for district directed activities. Those district days may be split into 4 hour increments to provide flexibility for the district in scheduling activities, but the district will ensure twenty-four (24) hours for teacher in-class preparation.

3. Grade Preparation Days

The last day of each grading period shall be designated a grading/preparation day, without students, and there shall be no inservice on such days except as agreed by the parties. Members who elect to attend district sponsored inservice on grading days, will be compensated with the curriculum rate for hours attended.

Licensed employees may sign out the day before a grade prep day (except the last work day of the contract year) for a professional on-call status for the following workday. The sign out must include a destination and a telephone number where the employee may be reached during the day by an administrator, staff member, or parent. The intent is for the employee to do student grading and other such professional responsibilities during the eight hour day. If the employee notifies the building administrator, the employee may also use this time for unavoidable conflicts including, but not limited to, medical and legal appointments. It would be considered a violation of this Agreement if an employee used this time for any other activity. In the event of extenuating circumstances, the employee may request a remote sign out from the Director of Human Resources. The District administration reserves the right to deduct the daily wage or deny future requests if any employee abuses the process of being on-call.

Grading window will open after the close of the previous workday and will stay open until 10 a.m. the day following grade preparation day.

B. Inclement Weather

In the event school days are canceled due to inclement weather, members shall be paid for the days as if they were worked, but members shall not be required to report to work. The District shall, however, have the right to schedule make-up days for any days lost due to inclement weather without providing additional compensation for such days.

An employee who had requested and been granted personal, sick, or compensatory leave for a half or full school day shall have the leave restored. Such leave will only be credited back in four hour (half day) or eight hour (full day) increments.

Example: If school is canceled at 2pm, the employee would not be credited any leave back as school was not canceled for at least four hours.

The above provisions do not pertain to employees who are out on an approved extended leave, LOA, FMLA, OFLA, Worker's Compensation, etc.

ARTICLE 11 - TRANSPORTATION AND TRAVEL

A. Pupil Transportation

1. Personal Vehicle Use

Members shall not be required to drive students in their personal cars to activities, which take place away from the school building, but may do so voluntarily with the advance approval of the school principal or immediate supervisor.

2. Mileage

The mileage rate for any fiscal year will be equal to the maximum allowed by IRS in effect on July 1.

3. Liability Insurance

The District's liability insurance for privately owned vehicles used for any approved District travel including travel between buildings, will be secondary to the individual's liability insurance, which shall be the minimum required by law. The District's policy only applies after the limits of the individual's liability policy are exhausted.

B. Reimbursement for Travel Expenses

1. Between Buildings

Members required in the course of their work to drive personal automobiles between buildings within the same day shall receive a car allowance for the between-school travel as indicated above.

2. Personal Cars

The same allowance shall be given for use of personal cars for field trips and other business of the District which has been given prior written approval by the administration for travel expense.

3. Travel Expenses

Reimbursement for meals and lodging will be in accordance with the per diem rate established by policy DLD-AR.

ARTICLE 12 - PROFESSIONAL RIGHTS

A. **Just Cause Provision**

No member shall be disciplined, reprimanded, reduced in compensation (basic salary), or denied an increment without just cause.

This Article shall not apply to dismissal of contract teachers or dismissal or non-renewal of probationary teachers.

B. **Criticism of Staff**

Criticism by a supervisor, administrator, or Board member of a staff member and their instructional methodology shall be made in a professional manner.

C. **Criticism of Administration or Other District Personnel**

Criticism by a staff member of Board members, administrators, supervisors, other staff members, or other school district personnel of their performance of duties shall be made in a professional manner.

ARTICLE 13 - VACANCIES AND TRANSFERS

A. **Vacancies**

1. Notice and Posting

The Board recognizes that any vacancy might be of interest to its professional employees. Klamath County School District members shall be notified of vacancies on the District's website. Any member desiring a transfer to another grade, subject, and/or activity assignment may apply for the desired position through the online application. Only under unusual circumstances, as determined by the District, will a probationary teacher be granted the opportunity to transfer to a different building. Additionally, only under unusual circumstances as determined by the District will a teacher be allowed to transfer to a different building if they have transferred in the last two years.

2. Posting Period

All vacancies shall be posted on the District's website for seven (7) calendar days. Members who have applied for the vacancy will be given the first priority if they are equally or more qualified than outside applicants. As a general rule, all in-house transfers will be completed by August 10. Any vacancies created between August 5 and August 10 will be posted until August 10 and any postings after August 10 need only be for one (1) day.

3. Priorities

Employment of new employees for a specific vacancy shall be made only after current District applicants who are equally or more qualified than outside applicants have been given first consideration for vacancies and new positions. All current qualified non-probationary employees shall be granted an interview for any positions for which they are qualified.

4. Temporary Assignment

If a temporary assignment or position becomes, or is to become, a regular assignment or position, such vacancy will be posted and the vacancy procedures of this Agreement will be followed. A "temporary assignment" shall be defined as an assignment or position which occurs after the opening of school because of unanticipated enrollment or because of the death, disability, retirement, resignation, or dismissal of a contract or probationary teacher in accordance with ORS 342.815. This definition will also include the replacement of a teacher on leave, notice of that leave having occurred after the opening of school.

5. Denial Explanation

If a member is not hired for the vacant position, they will receive a written notification of the denial from the superintendent or their designee within fifteen (15) calendar days of the date of selection. Upon request, the member will receive further written explanation from the superintendent or their designee of the specific reasons for the selection made.

B. **Involuntary Transfer**

1. Necessity

When the District deems it necessary to involuntarily transfer a member because of:

- a. Program changes;
- b. Enrollment changes and/or redistricting;
- c. Problems involving interpersonal relations;

The member will have the opportunity to make known to the appropriate administrator(s) his or her wishes regarding a new assignment. All involuntary transfers will be in writing and given to the member at the earliest possible time.

Any other conditions not covered above will be discussed with the Association prior to the District's decision in the matter.

2. Seniority

When it is necessary to involuntarily transfer a member as a result of conditions as described above in Article 13, Section B, 1, members who have applied for a vacant

position in accordance with Article 13, Section A and who will volunteer for the transfer will first be considered. In the absence of volunteers, the member at that building with the least years of service in the District will be transferred. Should years of service be equal, the District will take into consideration any special needs or circumstances prior to determining the member to be transferred.

3. Reassignment Assistance

If an involuntary elementary reassignment is made during the 190-day teacher contract year, the District will provide moving assistance and one (1) day's extra pay for preparation or a substitute for one (1) day. This includes moving within a building or to another building site. This also includes reassignments or grade levels within a building.

C. **Procedure**

1. Priority for selection of employees for vacancies:

- a. Recall from lay-off in accordance with Article 7, Section E.
- b. Involuntary as a result of Article 13, Section B, 1, 2.
- c. Vacancies in accordance with Article 13, Section A.

D. **Grievance**

Grievability of substantive arguments arising out of this issue is limited to Level Three. Procedural violations may be grieved through binding arbitration

ARTICLE 14 - SUBSTITUTES

The District will use a third-party provider to employ licensed substitutes.

ARTICLE 15 - SICK LEAVE

Provisions for the District's sick leave policy for members are covered under ORS 332.507 and ORS 653.601(6) and are not in addition to the benefits provided under ORS 332.507 and ORS 653.601(6).

A. **Current Annual Sick Leave**

1. Annual Allowance

A total of ten (10) full working days per year with full pay shall be allowed each licensed employee who is under contract for the entire school year (or by September 30) as current annual sick leave. Such current sick leave shall accrue to the employee on July 1 of each year or upon the date of employment for those licensed employees hired after July 1 but

before September 30. Association members must actually begin work in the new year before the new year's credit will be given to the member.

Licensed personnel whose services are contracted after the opening day of school and during the school year shall be allowed a prorated portion of the total sick leave as follows:

Employed After	but	By	
Opening Day		September 30	= 10
September 30		October 31	= 9
October 31		November 30	= 8
November 30		December 31	= 7
December 31		January 31	= 6
January 31		February 28	= 5
February 28		March 31	= 4
March 31		April 30	= 3
April 30		May 31	= 2
May 31		Last day of school	= 1

2. Purpose

Sick leave benefits shall be available to the employee when the employee or immediate family member, as defined in Article 15.D., is incapacitated by illness or injury from performing the duties required of the member during the course of the day for which sick leave is requested.

3. Notification to Supervisor

Employees shall notify their supervisor promptly on the first day of illness or other incapacitation. Failure to notify the supervisor could result in loss of sick leave benefits for the day or days absent.

4. Physician's Certificate

At the option of the District, sick leave at full pay in excess of five (5) consecutive school days shall be allowed only upon certificate of the member's attending physician or practitioner that illness or injury prevents the member from working. If the absence is extended over successive pay periods, these verifications must be submitted regularly each month or worded in such a way by the physician as to indicate the length of absence. Those individuals who for religious reasons do not employ the services of a medical physician shall furnish such other proof as may be required by the administrator.

5. Exhaustion of Leave

If an individual's sick leave has expired and that individual is ill or injured and under a medical doctor's care, then the individual shall have deducted from his/her regular salary

the amount of the substitute's pay, up to a maximum of ten (10) days, and after the extended ten (10) days, then 1/190 of the individual's pay shall be withheld. If illness/injury absences occur other than District approved, 1/190 of the individual's pay shall be withheld up to, but not beyond, the end of the current school year.

6. Sick Leave Donation Program

Should a serious health condition of an employee or an employee's spouse, domestic partner or legal child cause an employee to exhaust their accumulated sick leave days, personal leave days and vacation days, the employee may apply for the use of up to thirty-five (35) additional leave days during the school year under the following conditions:

- a. The employee must have used all of their accumulated sick leave.
- b. The employee must have used all of their personal leave.
- c. The employee must not be eligible for lost time compensation under Worker's Compensation.
- d. The employee has been absent for five (5) consecutive days or demonstrates a continuing pattern of absence because of the employee's serious health condition, as documented by health care provider(s).
- e. The employee must complete an application form and submit it to the Director of Human Resources.
- f. The employee must present a physician's statement that the illness or injury prevents the member from working.
- g. The employee must have contributed eight (8) hours to the sick leave bank. Part time employees will contribute prorated hours to match FTE equivalent to the sick leave bank.

The completed application, physician's statement and any other documentation will be reviewed by a committee composed of the Director of Human Resources, the Association President, and Association designee and a District designee.

The Director of Human Resources and the Association President will determine whether donated leave for the individual will be granted. If donated leave is granted, the Director of Human Resources will notify the member in writing of the number of days granted and will inform the payroll department to grant hours from the sick leave bank to the member. If donated leave is not granted, the member shall be notified in writing. The decision of the Director of Human Resources and the Association President shall not be grievable or subject to appeal.

The leave is limited in scope to Klamath County School District licensed employees who voluntarily donate sick leave hours using the form provided.

New employees become eligible to participate in the sick leave bank within thirty (30) calendar days of the initial hire date within a given year. New employees wishing to contribute to the bank must do so within their first thirty (30) days of employment. Current

employees who have not participated previously shall be permitted to enroll not later than October 31 of any year with an effective eligibility date of November 1 of that year.

Any unused donated leave will be returned to the sick leave bank at the end of the school year. Donated hours or days used for any illness other than the serious health condition listed on the employee's physician statement would be considered misuse of donated leave.

Unused donated hours will remain in the sick leave bank and will not be returned to donors. In July, the Director of Human Resources will provide the Association with documentation of sick leave bank usage for the previous school year. At that time, both the District and the Association will determine the cap for the bank. The cap will not exceed eight (8) hours per licensed FTE in the District. The intent of this bank is to help those in need, and so to facilitate this, both the Association and the District will work together to resolve any sick leave bank issue not covered by this Article.

7. Spouse Donation

Spouses who are both members of KCEA may donate up to (10) days of accumulated sick leave per year in any given year to their spouse in the event of illness, injury, or disability which prevents the member from working. The spouse needing the sick leave days must have exhausted their accumulated sick leave days, personal leave days and vacation days.

B. **Cumulative Sick Leave**

1. Accumulation

Sick leave not taken shall accumulate.

2. Termination

It is understood that all sick leave benefits are immediately and automatically cancelled upon termination of employment by resignation or discharge by the Klamath County School District

C. **Transfer of Accumulated Sick Leave to Klamath County School District**

The District shall permit all members to transfer up to seventy-five (75) days sick leave accumulated in other Oregon school districts, not to exceed that amount carried by the most recent employing school district. This provision is not effective until the member has completed thirty (30) working days in the District. The exact amount to be credited to the newly hired individual shall be established by the deputy clerk after receiving a certification from the deputy clerk of the other Oregon district involved. The request for transfer of sick leave must be made by the member.

An unlimited number of days may be transferred from other Oregon school districts for the purpose of computing retirement benefits.

D. **Immediate Family Defined**

1. Immediate family shall be defined as follows:

Spouse, same-gender domestic partner, custodial parent, non-custodial parent, adoptive parent, foster parent, biological 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.

ARTICLE 16 - MISCELLANEOUS PROVISIONS

A. **Separability**

If any provision of this Agreement, or any application of this Agreement to any employee covered hereby shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

Prior to any change, notice will be given to the other party and the parties will meet and discuss possible alternatives for resolution with a full sharing of information and knowledge. If the problem solving attempts are not successful or do not result in a resolution of the problem within thirty (30) days of notice of the problem, the parties will immediately enter into formal negotiations regarding the invalid provision. All other provisions or applications shall continue in full force and effect.

B. **Compliance Between Individual Contract and Master Agreement**

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

C. **Summer Work**

Work that is an extension of the regular contract work, e.g., Vo. Ag, shall be paid at the individual's daily contract rate (annual salary divided by 190). Bargaining unit work that is not an extension of the member's regular contract work, e.g., curriculum development, etc., shall be paid at an hourly rate based on the index of the base salary (i.e. B0/190/8).

ARTICLE 17 - STRIKES AND LOCKOUTS

A. **No Job Action**

The Association agrees that during the term of this Agreement, the bargaining unit will not participate in a strike, work stoppage, slowdown, or interruption of school services and operation, or honor other picket lines.

B. **No Lockout**

There will be no lockout of employees in the unit by the District as a consequence of any dispute arising during the period of this Agreement.

ARTICLE 18 - PROFESSIONAL COMPENSATION

A. **Credit for Prior Experience**

Any individual hired by the District may be awarded full credit for each year of teaching experience. One (1) years' experience shall be defined as eight (8) or more consecutive teaching months as a state-licensed teacher holding a valid teacher's contract.

New Nurses and Board Certified Behavior Analysts (BCBA) hired by the District may be awarded full credit for each year of experience as a licensed Nurse or BCBA.

Any individual hired by the District to teach in a Career Technical Education (CTE) program who receives an Emergency or Restricted CTE license may be granted up to three (3) years of industry experience. Industry experience will only be considered if it occurred within five (5) years of the date of hire.

B. **Educational Advancement**

When a member has earned the right to a higher salary bracket by reason of increased professional training, the change will be made at the beginning of the next contract year. Certification of earned credits for this purpose shall be by official transcript filed in the District office on or before October 25.

C. **Monthly Pay**

1. Twelve Month Schedule

Each member shall be paid on the basis of twelve (12) equal payments on the last business day of each month for the preceding month's work. The first payday will be on the last business day in September. Paychecks for June and July shall be available on the last day of the school year, and the final check for August shall be paid on the last business day in June. Any balance in the member's contractual salary due an individual not returning to the

District shall be paid on the last business day in June. Any day that the District office is open for business shall be defined as a business day.

2. Advances

Advances on wages for emergency purposes will be granted upon the approval of the Director of Human Resources, Business Manager or designee. Employees may receive no more than three (3) emergency advances each school year. Employees must submit notice of an emergency advance request prior to the 20th of the month no later than 4 p.m. on the Tuesday before checks are run on Thursday.

a. Advances requested at the beginning of the school year will not be processed until September 15.

b. Advance requests cannot be more than one half (1/2) of the employee's net salary.

D. **Salary Schedules**

1. Certified Salary Schedule attached as Appendix A

2022-2023: The 2021/2022 salary schedule shall be increased by 6.1%. Each member will receive a one-time 1.5% stipend in the 2022/2023 school year. Said stipend will be based on their 2022/2023 annual salary and paid monthly.

2023-2024: The 2022/2023 salary schedule shall be increased by 3%

2024-2025: The 2023/2024 salary schedule shall increase by 3%

2. Extra-Curricular Salary Schedule attached as Appendix B.

3. Each member who has been teaching in Klamath County School District for a period of seven (7) years or more and who does not advance on any salary column from their position during the previous year and does not advance to another salary column, either because of additional education or because of additional experience, will be paid \$800 in a lump sum in the February paycheck if their salary column is B through F, \$1,000 in a lump sum in the February paycheck if their salary column is G, and \$1,600 in a lump sum in the February paycheck if their salary column is H.

E. **Remote Location/Retention Pay**

Staff assigned to Gearhart, and Gilchrist will receive \$800 location/retention pay in addition to their regular salary. Staff assigned to Chiloquin will receive \$2,000 location/retention pay in addition to their regular salary.

Licensed teachers who are employed at these schools in the preceding year, and return to work there as a full time teacher in the following year, will each be paid a stipend of \$800 or \$2,000 respectively on the last working day in September.

Licensed teachers who are employed at these schools in the preceding year, and return to work there as a less than full time teacher in the following year will be paid a prorated stipend based on their proportional time employed on the last working day in September.

F. **Student Contact Stipend**

Commencing with the 1994-1995 school year, elementary teachers who have experienced an increase in weekly student contact time due to the elimination of elementary music shall receive an annual stipend of 2% of the base salary payable in March. If the District restores non-student contact time to the levels existing in 1992-1993, the District will be responsible only for the prorated share for the stipend or portion of the time prior to the restoration. If the District reduces non-student contact time from the levels existing in 2008-2009 (sixty (60) minutes a week time gained because of elementary physical education), elementary teachers will receive an annual stipend of 2% of the base salary payable in March. The District will be responsible only for the prorated share of the stipend in relationship to the time reduced (i.e., elementary physical education time reduced to thirty (30) minutes a week would result in an annual stipend of 1% of the base salary payable in March).

G. **National Board Certification**

Upon proof of successful completion of National Teacher Board Certification, Association members will be paid a one-time stipend of \$2,000.

H. **Retirement Pick-up**

The District shall "pick-up" and pay a six percent (6%) average employee contribution (as allowed by ORS 238.205) to the Public Employees Retirement System. Such "pick up" or payment of employee member monthly contributions to the System shall continue until the termination of this Agreement and shall also be applicable to employees who first begin to participate in the System after the effective date of this Agreement and to the termination of this Agreement.

The District will follow the rules and regulations established by the Public Employees Retirement System applicable to the "pick up" of the Public Employees Retirement System contribution by the District.

I. **Dual Credit Stipend**

A teacher who offers one or more Advanced Placement (AP) course or courses articulated with either Klamath Community College or the Oregon Institute of Technology and has students that take the AP exam or receive college credit will receive a stipend of \$300 at the end of the year for each specific college course offered. Courses articulated must be 100 level or above. College

articulations below the 100 level are not eligible for the stipend unless approved by the Secondary Curriculum Director as part of a district goal or program.

Teachers required to attend meetings after hours to facilitate dual credit courses shall be compensated at their regular rate of pay up to five (5) hours.

A teacher who is directed to articulate a course for dual credit or AP course and who has not articulated that course in the past will receive an additional \$500 the first year the course is taught.

Courses articulated with colleges other than KCC or OIT will not receive a stipend unless all of the following are true:

- Articulation with KCC or OIT is not available
- The college course is readily transferrable to other Oregon colleges
- The course has clear value for the students' future plans
- The stipend is approved by the secondary curriculum director

For clarity, a teacher who provides students the opportunity to earn WR 121 and SP 111 credit would receive \$600 (2 x \$300) as long as students received credit in each of those college courses. Teachers' offering the same college course in multiple periods do not receive multiple stipends.

ARTICLE 19 – INSURANCE

Health and Other Benefit Plans

- A. Effective October 1, 2022, the District agrees to increase the 2021/2022 insurance contribution by 4%. Therefore, effective October 1, 2022 the District agrees to contribute up to \$617.91 per month for Employee-Only coverage; \$1,346.81 per month for Employee/Spouse coverage; \$1,180.32 per month for Employee/Child(ren) coverage; and \$1,913.86 for Full Family coverage for full-time members to purchase health insurances from the Oregon Educator Benefit Board (OEBB). Effective October 1, 2023, the District agrees to increase its 2022/2023 contributions by 4%. Effective October 1, 2024, the District agrees to increase its 2023/2024 contributions by 3%. This monthly contribution by the District will be prorated for part-time members based upon the employee's selected coverage (e.g., in the 2022/2023 school year, .5 employees selecting Full Family Coverage would receive \$956.93). Part-time members will be responsible for the minimum employee contributions in the plan they select. Members who choose to purchase only dental and/or vision will be subject to the District contributions as listed above. Long-term Disability insurance premiums will be paid in full by the District.
- B. Should the District contribution set forth above be insufficient to pay for the monthly premium costs of the insurances, then the parties agree that excess premium contributions will be made by the members by way of monthly payroll deductions.
- C. Newly hired members will be enrolled into the applicable insurance programs after commencing work, subject to the rules and regulations of OEBB. New employees, hired after the first of the month, will become eligible for coverage on the first of the following month.

- D. Members who terminate their employment at the end of the school year, after having worked the full school year, will receive the District's contribution, as stated above, for the months of July and August.
- E. Members who terminate their employment with the District prior to the end of the school year, for any reason unless otherwise mutually agreed, will receive the District's contribution, as stated above, through the month in which their employment ends.
- F. Insurance contributions by the District will not be made during the period of time members are on any unpaid leave of absence of more than fifteen (15) calendar days, unless the member is on FMLA and/or OFLA Leave.
- G. Any excess District contributions not needed by a member for insurance premium purposes shall not be available to the member for any other purpose, nor shall they be pooled or available for any other employee or group usage.
- H. In accordance with ORS 656.240, the District, with the consent of the member, may deduct from any sick leave payments made to a member amounts equal to benefits received by the individual under the Workers' Compensation Act. The deduction of sick leave shall not exceed an amount determined by taking the member's daily wage for the period less daily time loss benefits received by Workers' Compensation, divided by the worker's daily wage.

Notwithstanding, a member who chooses not to utilize the member's accumulated sick leave for a Workers' Compensation-covered illness or injury, or a member who does not have any remaining accumulation of sick leave, will not be eligible for the District's monthly contribution as set forth above, as long as the period of time without sick leave payment exceeds fifteen (15) calendar days, unless the member is on FMLA and/or OFLA Leave.

- I. The District retains the right to select or change the plan selections from OEBC. The District will consult with the Association with regard to program selection and alteration. The plans selected from the statewide pool must be significantly similar in design to the plans provided under the current Collective Bargaining Agreement except as mutually agreed by the District and the Association.
- J. The District and the Association agree that they are both subject to the rules and regulations of OEBC as they may impact the operation of this contract article and as they may impact the various benefits that apply to the members.

Notwithstanding, the parties agree that, should any member of the bargaining unit elect not to enroll in any of the benefit plans available under the OEBC-sponsored benefits program, the member is not eligible to receive any portion of a cash contribution or any other type of remuneration. The member will be deemed to have waived benefits.

- K. The District does not guarantee against unilateral changes in benefits initiated solely by OEBC. In the event of carrier OEBC-initiated benefit or program changes during the life of this Agreement, the parties agree to bargain, upon demand, over potential changes in the benefit package.

- L. Any insurance premium payment made by an employee will be passed through an IRC Section 125 account in accordance with IRS guidelines. There will be no charge to the employee for this service.

If spouses that are both KCEA members wish to double cover each other or other members of their family for dental and vision insurance, the full premium for the second dental/vision coverage will be paid by the District.

Dual KCEA members who receive one medical premium for their employment will have the choice of an additional supplemental plan paid by the District not to exceed \$78.00 per month per couple or an additional district contribution of \$78.00 per month per couple toward their medical insurance premiums. Employees not eligible for dual coverage have the option of purchasing the supplemental plan at the District premium rates. The specific supplemental plan will be mutually agreed by the District and the Association.

- M. For the purpose of clarification, an individual would normally receive twelve (12) monthly payments for insurance per year.

ARTICLE 20 - PROFESSIONAL DEVELOPMENT PROGRAM

Professional Development Program

1. Fund Establishment

The District shall establish each year a separate professional development fund of \$100,000.

2. Fund Administration

The District and Association shall establish the procedures for the expenditure of monies from this fund.

Teachers may request up to \$2,500 per year (July 1 through June 30) which may be applied toward college tuition and course books, or to apply towards registration, travel, lodging, substitute costs, and per diem for other professional development. Tuition and/or professional development must be aligned with the teacher's assignment in the District and the teacher's written goals. Professional development funds will be available to all teachers.

Use of Professional Development Committee funds will be limited to four (4) qualifying members per building, per conference.

The committee that appropriates these funds shall include at least one administrator and one teacher. The number of administrators shall not exceed the number of teachers, and the committee shall not exceed six members. The committee will act on expenditure requests in a timely fashion.

3. Fund Objective

The objective of the fund is to provide monies for workshops, institutes, seminars, or other programs or subjects.

4. Per Diem

The member will be reimbursed at the rate identified in Board Policy DLD-AR (1) for meals and mileage and for actual receipted lodging expenses for approved workshops, seminars, etc. Per diem reimbursement will be paid upon proof of course completion.

ARTICLE 21 - PAID LEAVES

A. **Personal Leave**

1. Allowance

a. Each member will be granted up to two (2) paid personal leave school days per year, with the option to roll-over up to two (2) paid days to the following school year. Each member may accumulate no more than four (4) paid personal leave days in one year, which may be used when required to transact personal, business, or other legal matters, which cannot be handled at a time other than a school day. The District agrees to provide a third personal leave day for licensed staff. Licensed staff will be charged the substitute daily rate of pay. Members choosing not to use a third day of personal leave will not be compensated for the unused day. No specific reason needs to be given. Anticipated absences must always be arranged with the building principal in writing and at least twenty-four (24) hours in advance.

2. Substitute Costs

Pre-approved personal leave shall not be rescinded due to the lack of substitutes. Both days will be at no cost to the member. Members employed after January 1 will receive one day personal leave at no cost to the individual.

3. Compensation/Roll-over

If a member wishes to roll-over up to two (2) paid personal leave days into the next school year, they must notify the District and fill out a **District Personal Leave Roll-Over** form no later than April 30 of each school year. Failure to submit a completed form will result in payment of the unused personal leave days in the member's last paycheck of the school year. A member who rolls over up to two (2) paid personal leave days into the next school year, will have the option of using all four (4) days or using up to two (2) of the paid personal leave days and being paid for the additional days up to two (2), or rolling up to two (2) days into the next year. **Payment will be limited to no more than two (2) paid days in any given school year.**

Members who elect to be compensated for unused personal leave days will be compensated at the established substitute rate for each unused day of personal leave. This amount shall be included in the member's last salary check for the school year.

4. Spouse Donation

Spouses who are both members of KCEA may donate up to three (3) days per year of personal leave to one another.

B. **Professional Absence**

1. Paid Leave

The Superintendent of Schools, with approval of the licensed employee's immediate supervisor, may authorize short-term absences of an employee for professional purposes with full pay.

2. Examples

Examples of professional absence with pay are as follows:

- a. Occasional visiting of other school systems.
- b. Active participation by Klamath County School District employees in professional programs.
- c. Other professional opportunities which will be likely to extend the outlook and improve the service of the employee.

3. Application

The employee shall make application for authorization of such absence at least five (5) days in advance of the occurrence.

4. District Required Programs

Whenever the District requires that an employee attend a conference or a convention, all expenses (defined as actual expenses, mileage, and substitute's salary) shall be paid by the District.

5. Eligibility

Eligibility for District initiated conferences and conventions shall be determined by District guidelines.

C. **Family Bereavement Leave**

1. Allowance

Leave with full pay shall be allowed up to a maximum of seven (7) days for death in the immediate family during any school year. This leave is non-accumulative. In the event of the death of a spouse, parent, or child of the employee, an additional three (3) day's leave will be granted. This additional three (3) days will be charged against the employee's sick leave.

2. Immediate Family

Immediate family shall be defined as follows:

- a. Spouse of the employee.
- b. Children or stepchildren of the employee.
- c. Mother, father, sister, brother, brother-in-law, sister-in-law, mother-in-law, father-in-law, stepmother, stepfather, grandparents, grandchildren, son-in-law, daughter-in-law, aunts, uncles, nieces, nephews, and legal guardians of the employee.
- d. At the discretion of the Director of Human Resources or superintendent, exceptions to the bereavement guidelines may be approved.

3. Nearest Relative

If none of the immediate family, as defined above, is living, the employee will be entitled to seven (7) days bereavement leave at the death of his/her nearest relative.

4. Not Charged to Sick Leave

Days used for bereavement will not be charged against sick leave.

D. **Extreme Illness Leave**

1. Allowance

Leave with full pay shall be allowed for extreme illness in the immediate family during the school year.

2. Immediate Family

Immediate family shall be defined as follows:

The spouse, same-gender domestic partner, custodial parent, non-custodial parent, adoptive parent, foster parent, biological 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.

3. Charged to Sick Leave

Days used for extreme illness leave shall be charged against the employee's accumulated sick leave. In no instance would the number of days so granted exceed the number of sick leave days accumulated.

4. Exceptions

At the discretion of the Director of Human Resources or superintendent, exceptions to the extreme illness leave guidelines may be approved.

E. **Legal**

1. Appearances

Time necessary for appearances in any legal proceeding connected with the member's employment or with the school system shall be at full salary. This provision shall not apply in any legal proceedings initiated by or on behalf of a member against the District.

2. Serving as Witness

If a licensed employee is subpoenaed to appear as a witness in a civil or criminal case in which the employee is not a party in interest, the employee shall have the amount of payment from the court as a witness deducted from his/her salary.

3. Jury Duty

If a licensed employee is subpoenaed to appear for jury duty, the employee will notify his/her supervisor, complete the appropriate district payroll form and provide the official documentation of jury service to his/her supervisor. Should the employee serve on jury duty, he/she shall not suffer any loss of pay. Any jury duty pay, excluding mileage, shall be deducted from the member's salary.

F. **Military Leave**

1. Allowance

Employees of the Klamath County School District shall be entitled to military leave of up to fifteen (15) days in a federal fiscal year (October 1–September 30) with full pay for any period as provided in ORS 408.290 of active duty normally required of members of the

reserve forces. Military leave is limited by law to fifteen (15) days in a calendar year (ORS 408.290).

2. Scheduling

Employees shall make every effort to schedule their annual active duty outside the regular school year and pre-school orientation workshops.

3. Application

Applications for military leave shall be submitted at least ten (10) days in advance and shall indicate the armed forces reserve unit to which the employee belongs. Upon return to duty, the employee shall furnish the District business office with a certificate signed by his/her commanding officer or a copy of his/her orders showing the dates he/she was on active duty.

ARTICLE 22 - UNPAID LEAVES

A. **International and Federal Programs**

An unpaid leave of absence of up to one (1) year, or in exceptional cases could be extended to two (2) years, may be granted to any contract member whose application is approved by the Klamath County School District Board for the purpose of participating in exchange programs in foreign countries of foreign-based U.S. military teaching programs, provided said member states his/her intention to return to the Klamath County School District.

A written request by the member must be filed with the District office prior to April 1. The returning member will be given a year's experience on the salary schedule.

B. **Professional Study**

An unpaid leave of absence of up to one (1) year may be granted to any contract member whose application and outline of intended course of study are approved by the Klamath County School District Board. Study must be undertaken at an accredited college or university. Absence for professional study shall not be construed as a break in service to the District. Experience shall not be granted for the year's leave of absence for professional study.

A written statement requesting professional leave and stating that the respective individual intends to return to the District after completion of the leave of absence must be filed in the District office by April 1.

C. **Military**

An unpaid military leave of absence of up to five (5) years shall be granted to any member who shall be inducted involuntarily for military duty in any branch of the armed forces of the United

States. Upon return, the person should be placed at the same position on the salary schedule as he/she would have been had he/she remained in the District during such period.

D. **Political**

As outlined in the Oregon Constitution, Article XV, Section 8, any school employee is eligible to serve in the Oregon Legislature.

E. **Parental**

An unpaid parental leave of up to twelve (12) months for the purpose of caring for a child under the age of two (2) years shall be granted to a member. This leave shall not encompass two (2) separate school years.

Parental leave for child care of a child over two (2) years of age may be granted based on the individual circumstances surrounding the request.

F. **Marriage**

An unpaid leave of absence of up to two (2) days will be granted for the purpose of attending the marriage of a member of the immediate family with five (5) days prior written notice.

G. **Extensions and Renewals**

All extensions and renewals of unpaid leaves shall be applied for and granted or denied in writing.

H. **Illness and Miscellaneous**

A one (1) year's unpaid leave of absence may be granted by the Klamath County School District Board to any contract member for reasons of health. Other situations not heretofore covered or described will be evaluated on each individual case or request, and a decision will be rendered by the Board.

I. **Association**

An unpaid leave of absence of up to two (2) years shall be granted to any member, upon application, for the purpose of serving as president of the Oregon Education Association.

J. **Status**

Any member returning to the Klamath County School District from an unpaid leave of absence shall be given credit for unused sick leave days and seniority concurrent with the time of his/her departure.

ARTICLE 23 - RETIREMENT

A. Lump Sum Payment

Any member who qualifies for retirement under the guidelines established by PERS and who has been employed by the District twenty (20) or more years shall be paid a lump sum payment equal to 1/12 of his/her retirement year salary upon honorable termination of employment plus twenty-five dollars (\$25) for each year of service to the District. In case of death if the above conditions have been met, the retirement pay shall be paid to his/her estate. Payment shall be limited to one payment to any one member.

B. Monthly Payments

When a member retires July 1, 2006, or thereafter, under the provisions of PERS, the District shall offer the option of an early retirement program which provides a monthly payment of three hundred fifty dollars (\$350) per month for the employee. The District will contribute up to the employee only cap or employee-spouse cap as set forth in ARTICLE 19, for the retiree and spouse. Should the District contribution be insufficient to pay for the monthly cost of the insurances, then the parties agree that the excess insurance premium contribution will be made by the retiree. Full-time employees length of retirement benefits will be prorated as specified below. Less than 1.0 FTE employee monthly payments and insurance cap benefits will be prorated.

15-18 consecutive years in the District will receive forty-eight (48) months of retirement benefits.

19-21 consecutive years in the District will receive sixty (60) months of retirement benefits.

22-24 consecutive years in the District will receive seventy-two (72) months of retirement benefits.

25 consecutive years and over in the District will receive eighty-four (84) months of retirement benefits.

In the event a member qualifies for the eighty-four (84) months of retirement benefits, and is married to another member who also qualifies, or already qualified, for the eighty-four (84) months of retirement benefits, the second member to qualify for the retirement benefit can delay receipt of the retirement benefits until after the expiration of his or her spouse's retirement benefits. Article 23D. will continue to apply even if the second member selects this option of delayed receipt of retirement benefits.

C. **PERS Retirement**

The member must be retired and receiving benefits under the Oregon Public Employees Retirement System.

D. **Termination of Benefits**

Monthly "Early Retirement Payments and Benefits" for employee and spouse (if applicable) shall be terminated the last day of the month prior to the calendar month in which the member becomes Medicare eligible. In the event the member dies prior to Medicare eligibility, benefits will be terminated on the last day of the month the member dies. Benefits will cease for the spouse the last day of the month prior to the calendar month in which the spouse becomes Medicare eligible.

E. **Minimum Service**

In order to qualify for benefits defined in this Article, the member must have completed at least fifteen (15) years of service from last date of hire (first day worked).

F. **Notice**

A member planning to take early retirement must give notice thereof to the superintendent at least sixty (60) calendar days prior to his/her retirement date.

G. **Employee Paid Insurance**

Members retiring under the provisions of this Article shall have the opportunity to continue in the medical-dental plan set out in Article 19, with the approval of the carrier. The retiree shall pay the District the amount of the premium incurred, less the portion of the premium the District pays, if any, under other terms of this Article.

ARTICLE 24 - DUES AND PAYROLL DEDUCTIONS

A. **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 a provided to the Association. The Association will provide the employer with a list identifying the employees who have signed such authorizations as the authorized deduction amounts. The employer will rely on the list to make the authorized deductions and to remit payment to the labor organization.

B. **Remittance to Association**

A computer printout of employees on Association dues deduction shall be sent to the Association, together with the remittance to the United Teaching Profession (i.e., local, OEA-NEA), within ten (10) days after the monthly salary checks have been received by the employees of the District. The Association agrees promptly to advise the superintendent of all members of the Association in

good standing from time to time, and to furnish any other information needed by the superintendent to fulfill the provisions of this Article and not otherwise readily available to the District. The District will notify the Association of any member additions, terminations, and leaves monthly.

C. **Other Deductions**

1. Approved Deductions

Upon appropriate written request from the individual, the District shall deduct from the salary of any member and make appropriate remittance on the regularly scheduled pay day for the following approved deductions:

- Board member approved insurance program
- United Way
- SMART Program
- Tax-Sheltered Annuities
- Employee Flexible Compensation Account (Section 125)
- Citizen's for Safe Schools
- OEA Foundation
- Any other deductions authorized by the District

The District agrees that monies for tax-sheltered annuities and employee flexible compensation accounts will be disbursed within five (5) working days of the contractual payday.

2. District Held Harmless

The Klamath County School District will be held harmless for any errors, omissions, or problems arising out of this process.

3. Itemization

Members' payroll checks shall itemize all payroll deductions. The District agrees to attach to the October check a Teacher Record card, which will state the member's position on the current salary schedule.

4. Corrections

Employees are responsible for identifying errors and notifying the District in writing of the possible error within fifteen (15) days of receipt of the Teacher Record card in order that the correction might be made. Salary placement errors, which are brought to the District's attention at a late time, will be corrected with no retroactive adjustment. If any corrections need to be made relative to an individual's sick leave accumulation, these will be made as soon as the District is notified and the correct figure is determined.

D. **Tax Shelter Annuity Programs**

Upon appropriate authorization, the District will deduct from the employee's salary, payments to tax shelter annuity companies. The amount deducted will be in compliance with IRS guidelines.

E. **Direct Payroll Deposits**

All KCEA members will receive their KCSD paycheck by direct deposit. The statement of amounts and deductions shall be provided electronically when payment is made to all employees paid electronically.

ARTICLE 25 - SITE BASED DECISION MAKING

- A. The Board and the Association, in order to improve the quality and effectiveness of education, agree to establish a process for involving employees in decision making at the work site. Such a process (referred to herein as "site based decision making") is intended to reduce employee isolation, to foster communication among employees and between employees and administrators, to promote cooperative problem identification and problem solving, and to provide education employees with an expanded role in making school or program-level decisions.
- B. This provision is intended to establish a "21st Century School Council" in each work site in accordance with ORS 329.704.

ARTICLE 26 - EXTRA-CURRICULAR ACTIVITIES

A. **Schedules and Increases**

Teachers assigned to extra-curricular activities shall be paid in accordance with the extra-curricular salary schedule. If more than one teacher is assigned to an activity, each shall be paid the scheduled salary. If agreed upon by both coaches and the Director of Human Resources, a single stipend may be split 50/50 between two coaches. Extra-curricular pay will be increased annually by the same percentage as the base salary. However, if teachers volunteer to share an assignment, the scheduled Extra-Duty Activity Pay shall be divided among those performing the activity.

B. **Voluntary Assignments**

No teacher shall be required to accept an extra-curricular assignment for any more than one (1) out of three (3) years. The District will make a reasonable effort to distribute all involuntary extra-curricular assignments among all the staff. Athletic coaches will not be assigned as a paid class advisor during their coaching season.

C. **State Playoffs**

It is the intention of Klamath County School District and Klamath County Education Association to provide the number of paid coaches necessary to ensure adequate supervision and quality preparation for all student athletes at OSAA sponsored playoffs. The number of coaches will not exceed the total paid coaching staff for any particular high school sport.

When authorizing the number of paid coaches to send to playoffs, the principal and head coach will consider the following factors. The final decision will be made by the principal.

1. The number of athletes that qualify for playoffs.
2. Number of coaches needed for practices during post season.
3. Number of coaches needed for supervision.
4. Number of paid coaching positions during the regular season.
5. Other factors to be considered include substitute availability, departure times, and other needs of the school and programs.
6. Athletic coaches will be compensated at the rate of one-twelfth (1/12th) of their regular coaching salary for each week that the athletic season is extended due to post season competition. A week is defined as Sunday through Saturday.

D. **Payment**

Payment will be spread over the twelve (12) months for annual assignments, or be a single payment in May. For seasonal extra-curricular functions, (including junior high coaching positions), payment for regular employees will be November, February, May, or spread over twelve (12) months, based upon the option selected at the start of the school year. The same payment option will be utilized for all extra-curricular payments.

ARTICLE 27 - EXTRA DUTY PAY

A. **Definition and Assignment**

Extra duty pay is to be paid to staff members for high school and junior high school activities assigned by the building principal. Extra duty is defined as work outside the normal workday apart from coaching and special assignments as per the schedules of this contract.

Persons having coaching or extra-curricular assignments will not receive extra duty hourly pay for any activities associated with advising or supervising students related to the same particular sporting event, special group, or class for which prior compensation has been provided. Comp time will not accrue for extra duty hourly paid assignments.

The following would be considered as extra duty and shall receive extra duty hourly pay:

1. Assistant at athletic events. Examples: Announcers, timers, clock, chain and down markers, scorekeepers, ticket takers, or security patrol.
2. Activity bus trips (paid advisors and classroom teachers on field trips excluded) from the time the bus leaves, except for that part of the normal workday until the bus returns.
3. Dance and party chaperones, (paid advisors excluded).

B. Volunteers

The principal shall seek teacher volunteers at least one (1) week and not more than ten (10) days before each event or trip. Extra duty assignments will be made on a volunteer basis. This procedure does not limit or preclude the option of the principal using patron or booster personnel.

C. Annual Increase

The hourly rates from the previous year shall be increased annually by the same percentage as the base salary. The District will provide each bargaining unit member with information regarding extra duty salaries during the week of inservice each fall.

D. State Funded Outdoor School

Teachers who supervise students at state funded outdoor school will receive their regular daily contracted rate of pay if the outdoor school is on a teacher contract day. In addition to the teachers paid (8) eight hour day the teacher will be compensated at the curriculum rate (8) eight hours for days when the teacher is on an overnight trip. Teachers will be compensated at the curriculum rate on the last day of outdoor school. Teachers will be compensated at the curriculum rate for any time worked in excess of their regular (8) eight hour day for purposes of student supervision on the last day of outdoor school. For example, if a teacher's normal workday ends at 3:30pm and the teacher is relieved of student supervision responsibilities at 6:30pm, the teacher will be compensated for three hours at the curriculum rate for those three hours.

ARTICLE 28 - GRIEVANCE PROCEDURES

A. Definitions

1. "Grievance" shall mean a complaint by a licensed employee or group of employees that there has been a violation of any provisions of the contract or established School Board policy.
2. "Grievant" is the person or persons who have the grievance and is presenting the complaint, also referred to as the complainant.

3. The "party in interest" is either the person or persons making the complaint or the person or persons against whom the complaint is made.
4. "Consultant" is the one who advises either party in interest.
5. "Representative" is the one who may speak for and/or advise a party in interest.
6. "Immediate supervisor" is the one who has direct administrative or supervisory responsibilities over the grievant in the area of grievance as stated in School Board policy.
7. "Arbitration" is a decision to the parties in interest compiled by an arbiter.
8. The term "days" when used in this Article shall, except when otherwise indicated, mean work days.
9. "Persons officially involved" means the superintendent, his/her representative and/or consultant, the grievant, his/her representative and/or consultant, and witnesses.
10. "Association" is the KCEA representing the licensed personnel, which has been elected by a majority vote of those respective employees.

B. General Procedures

1. These procedures should be processed as rapidly as possible. The number of days indicated for settlement or appeal at each level should be considered a maximum. The time limits can be extended by written mutual consent of the parties involved at any level of the procedures.
2. All parties should attempt to complete the procedures by the end of the school year. The parties shall make a good-faith effort to shorten the number of days provided at the various steps in order to finish by the end of the school year and avoid, if possible, carrying the process into the summer vacation period or the following school year.
3. All parties in interest have a right to consultants or representatives of their own choosing at each level of these grievance procedures.
4. There shall be no restraint, interference, discrimination, or reprisal exerted on any employee choosing to use these procedures for resolution of grievances.
5. Failure at any level of this procedure by the grievant to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. Failure at any level of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next level.

6. Each grievance shall have to be initiated within fifteen (15) days after the occurrence of the cause of the complaint. However, if the grievant did not become aware of the occurrence until a later date, then he/she must initiate action within fifteen (15) days following his/her first knowledge of the cause. In failing to thus initiate, he/she may be considered to have no reasonable grievance.
7. Each party shall pay any and all costs incurred by said party.
8. The grievance procedure will not be used while a grievant is under the jurisdiction of the courts, has resorted to the administrative or judicial process, or is pending before the Employment Relations Board.
9. When a member participates in a District's scheduled grievance procedure other than an arbitration hearing, he/she shall suffer no loss of pay. The expenses and compensation of witnesses or grievant in arbitration shall be borne by the party on whose behalf the witness participates.

Hearings, including arbitration, shall not be scheduled during working hours in the absence of mutual agreement of the District and the Association. Expenses and compensation of witnesses and participants who participate in a hearing scheduled during working hours at the mutual agreement of both the District and the Association shall be at the expense of the District. The District, however, shall not be responsible under this provision for witnesses' or participants' expenses or compensation incurred by virtue of an arbitrator setting a hearing time without the express agreement of the District.

C. Level of Grievances

1. Level One - Informal and Formal

The grievant will first discuss his/her grievance with his/her principal or immediate supervisor either individually or through the school grievance representative or accompanied by a representative, with the objective of resolving the matter informally.

If the grievant is not satisfied with the disposition of his/her grievance, he/she may file a written grievance with his/her immediate supervisor (who has administrative authority to act) within fifteen (15) days following the act or condition which is the basis of his/her complaint, or if the grievant had no knowledge of said occurrence at the time of its happening, then within fifteen (15) days of the first such knowledge. This complaint shall set forth the grounds upon which the complaint is based and the reasons why the grievant considers the decision rendered is unacceptable. The immediate supervisor shall communicate his/her decision in writing within seven (7) days to the grievant.

Within seven (7) days of receipt of the decision rendered by the immediate supervisor, the grievant, if he/she is not satisfied with the decision of the immediate supervisor, may appeal in writing to the superintendent or the superintendent's representative and in the matter of grievances shall be so designated by job description.

2. Level Two - Superintendent

Appeals to the superintendent or his/her representative shall be heard by the superintendent or his/her representative within fifteen (15) days of his/her receipt of the appeal. Written notice of the time and place of the hearing shall be given seven (7) days prior thereto to the grievant, his/her representative, or any others persons officially involved in the grievance.

Attendance at the hearing of appeal shall be restricted to persons officially involved. Parties in interest may elect to call witnesses who shall appear individually at the hearing.

Within seven (7) days of hearing the appeal, the superintendent or his/her representative shall communicate to the grievant and all other parties officially present at the hearing his/her written decision which shall include supporting reasons therefor.

If the grievant is not satisfied with the decision of the superintendent or his/her representative, he/she may file a written appeal with the superintendent within seven (7) days from the receipt of the decision. The appeal shall state the grievant's reasons for appealing the decision and request appeal to Level Three, School Board. The Board chair will notify the grievant within five (5) days' of receipt of the appeal request whether the Board will hear the appeal. If the Board declines to hear the appeal, the grievant may submit the grievance to arbitration.

3. Level Three - School Board

If the Board opts to hear the appeal, the superintendent shall place the appeal upon the Board's next regular meeting agenda which will allow at least seven (7) days written notice to be given of the time and place of such hearing to the parties involved at which time the appeal shall be heard by the Board for the purpose of resolving the grievance. A special meeting may be called to hear the appeal. Within seven (7) days following the hearing, the Board shall render its decision in writing to all official parties. The decision of the Board will be final and binding, except grievances involving the violation of specific provisions of this Agreement may be submitted to arbitration under the following conditions.

4. Arbitration

Step A All steps provided for in the grievance procedure must be first exhausted.

Step B The issue must involve a violation of a specific provision of this Agreement in which the grievance of an article or portion thereof is not terminated at the Board level. Arbitration shall not include or apply to dismissal or non-extension of contract teachers or dismissal or non-renewal of probationary teachers.

- Step C Written notice of a request for arbitration must be filed with the superintendent within fifteen (15) days of receipt of the decision from Level Three.
- Step D When a timely request has been made for arbitration, the parties or their designated representatives shall attempt to select an impartial arbitrator. Within fifteen (15) days after notice of submission to arbitration, either party may request a list of arbitrators from the Employment Relations Board.
- Step E The arbitrator so selected shall confer with the representatives of the Board and the member and hold hearings promptly and shall issue a decision not later than thirty (30) days from the date of the close of hearings. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issue submitted.
- Step F The arbitrator shall have no authority except to pass upon alleged violations of the express provision of this Agreement, as set forth in Step B. The arbitrator shall construe this Agreement in a manner, which does not interfere with the exercise of the District's rights, and responsibilities except to the extent that such rights and responsibilities may be expressly limited by the terms of this Agreement.
- Step G The arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement.
- Step H The arbitrator's fees and expenses shall be shared equally by the Board and the grievant. However, the Association shall pay the grievant's share of the cost in cases where arbitration is recommended by the Klamath County Education Association Professional Rights and Responsibilities Committee. The expenses and compensations of any witness or participant in the arbitration shall be paid by the party calling such witnesses or requesting such participants.
- Step I The arbitrator shall submit a copy of the decision to the grievant, the superintendent, and the chairperson of the Board.
- Step J The decision of the arbitrator shall be final and binding on the parties.
- Step K Taking a grievance to arbitration constitutes an election of remedies and a waiver of any and all rights by appealing party to otherwise contest the grievance in any other forum, except as provided herein and not including an employee's filing of a complaint with BOLI or EEOC.

ARTICLE 29 - DURATION OF AGREEMENT

A. Effective Dates

This Agreement shall be effective retroactively from July 1, 2022, and shall remain in full force and effect until June 30, 2025.

It is expressly understood that this Agreement shall expire on the date indicated.

B. Understandings Set Forth

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

C. Obligation to Bargain

Therefore, the Board and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. All terms and conditions of employment not covered by this Agreement or State law shall continue to be subject to the Board's direction and control.

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its president, and the Board has caused this Agreement to be signed by its chairperson, attested by its clerk.

**KLAMATH COUNTY EDUCATION
ASSOCIATION**

**KLAMATH COUNTY SCHOOL
DISTRICT**



President



Chairperson



Date



Attested



Date

KLAMATH COUNTY SCHOOL DISTRICT
APPENDIX A

2022-2023
SALARY SCHEDULE

EXPERIENCE LEVEL	B	C	D	E	F	G	H
0	47,042	47,726	48,408	49,097	49,772	50,460	51,139
1	48,601	49,301	50,010	50,709	51,417	52,122	52,824
2	50,200	50,929	51,658	52,385	53,121	53,850	54,564
3	51,857	52,609	53,360	54,106	54,867	55,615	56,367
4	53,573	54,346	55,122	55,895	56,684	57,456	58,226
5	55,339	56,134	56,945	57,740	58,545	59,350	60,152
6	57,167	57,992	58,825	59,644	60,486	61,306	62,141
7	59,051	59,903	60,764	61,614	62,484	63,335	64,194
8	61,001	61,879	62,765	63,646	64,544	65,424	66,310
9	63,012	63,921	64,842	65,748	66,675	67,579	68,498
10	65,085	66,033	66,972	67,918	68,877	69,810	70,759
11	67,230	68,211	69,187	70,149	71,148	72,112	73,093
12	0	70,456	71,476	72,473	73,504	74,489	75,502
13	0	0	73,827	74,864	75,924	76,956	78,002
14	0	0	76,262	77,335	78,424	79,495	80,571
15	0	0	0	79,886	81,005	82,116	83,230
16	0	0	0	0	83,669	84,816	85,972

This schedule is for 190 days.

Column B - B.S. or B.A.

C - B.S. + 15 quarter hours

D - B.S. + 30 quarter hours

E - B.S. + 45 quarter hours

F - B.S. + 60 quarter hours

G - B.S. + 90 quarter hours or M.A.

H - M.A. + 15 quarter hours

Registered nurses with less than a bachelor's degree will receive 97.4 percent of the appropriate column B experience level. New teachers hired by the district may be awarded full credit for each year of teaching experience.

One (1) year's experience is defined as eight (8) or more consecutive teaching months as a state-licensed teacher holding a valid teacher's contract.

New Nurses and Board Certified Behavior Analysts (BCBA) hired by the district may be awarded full credit for each year of experience as a licensed Nurse or BCBA.

College credit will be evaluated by the superintendent on the following basis:

- A. Hours taken toward an advanced degree.
- B. Hours taken in an individual's teaching field.
- C. Any credit hours taken that the superintendent feels better the teacher's qualifications.
- D. Hours must be subsequent to the appropriate degree.
- E. Correspondence courses will not be accepted.

KLAMATH COUNTY SCHOOL DISTRICT
APPENDIX A

2023-2024
SALARY SCHEDULE

EXPERIENCE LEVEL	B	C	D	E	F	G	H
0	48,453	49,158	49,861	50,570	51,265	51,974	52,673
1	50,059	50,781	51,510	52,230	52,959	53,686	54,409
2	51,706	52,457	53,208	53,957	54,715	55,465	56,201
3	53,413	54,187	54,961	55,730	56,513	57,283	58,058
4	55,180	55,977	56,776	57,572	58,384	59,179	59,973
5	56,999	57,818	58,654	59,472	60,302	61,131	61,956
6	58,882	59,731	60,589	61,433	62,300	63,145	64,005
7	60,822	61,700	62,587	63,462	64,358	65,235	66,119
8	62,831	63,736	64,648	65,556	66,481	67,386	68,300
9	64,902	65,838	66,787	67,720	68,675	69,606	70,553
10	67,038	68,014	68,982	69,955	70,944	71,904	72,882
11	69,247	70,258	71,263	72,254	73,283	74,275	75,286
12	0	72,569	73,621	74,647	75,709	76,723	77,767
13	0	0	76,041	77,110	78,202	79,265	80,343
14	0	0	78,550	79,655	80,776	81,880	82,988
15	0	0	0	82,282	83,435	84,579	85,727
16	0	0	0	0	86,179	87,360	88,551

This schedule is for 190 days.

Column B - B.S. or B.A.

C - B.S. + 15 quarter hours

D - B.S. + 30 quarter hours

E - B.S. + 45 quarter hours

F - B.S. + 60 quarter hours

G - B.S. + 90 quarter hours or M.A.

H - M.A. + 15 quarter hours

Registered nurses with less than a bachelor's degree will receive 97.4 percent of the appropriate column B experience level.

New teachers hired by the district may be awarded full credit for each year of teaching experience.

One (1) year's experience is defined as eight (8) or more consecutive teaching months as a state-licensed teacher holding a valid teacher's contract.

New Nurses and Board Certified Behavior Analysts (BCBA) hired by the district may be awarded full credit for each year of experience as a licensed Nurse or BCBA.

College credit will be evaluated by the superintendent on the following basis:

- A. Hours taken toward an advanced degree.
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- C. Any credit hours taken that the superintendent feels better the teacher's qualifications.
- D. Hours must be subsequent to the appropriate degree.
- E. Correspondence courses will not be accepted.

KLAMATH COUNTY SCHOOL DISTRICT
APPENDIX A

2024-2025
SALARY SCHEDULE

EXPERIENCE LEVEL	B	C	D	E	F	G	H
0	49,907	50,632	51,356	52,087	52,803	53,533	54,253
1	51,561	52,304	53,055	53,797	54,548	55,297	56,041
2	53,257	54,031	54,804	55,576	56,357	57,129	57,887
3	55,015	55,812	56,610	57,402	58,208	59,001	59,800
4	56,836	57,656	58,479	59,299	60,136	60,955	61,772
5	58,709	59,552	60,413	61,257	62,111	62,965	63,815
6	60,649	61,523	62,407	63,276	64,169	65,040	65,925
7	62,647	63,551	64,465	65,366	66,289	67,192	68,103
8	64,716	65,648	66,587	67,522	68,475	69,408	70,349
9	66,850	67,813	68,791	69,752	70,736	71,694	72,670
10	69,049	70,055	71,051	72,054	73,072	74,061	75,069
11	71,325	72,365	73,401	74,422	75,481	76,503	77,544
12	0	74,746	75,829	76,886	77,980	79,025	80,100
13	0	0	78,323	79,423	80,548	81,643	82,753
14	0	0	80,907	82,045	83,200	84,337	85,478
15	0	0	0	84,751	85,938	87,117	88,298
16	0	0	0	0	88,764	89,981	91,207

This schedule is for 190 days.

Column B - B.S. or B.A.

C - B.S. + 15 quarter hours

D - B.S. + 30 quarter hours

E - B.S. + 45 quarter hours

F - B.S. + 60 quarter hours

G - B.S. + 90 quarter hours or M.A.

H - M.A. + 15 quarter hours

Registered nurses with less than a bachelor's degree will receive 97.4 percent of the appropriate column B experience level.

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New Nurses and Board Certified Behavior Analysts (BCBA) hired by the district may be awarded full credit for each year of experience as a licensed Nurse or BCBA.

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- C. Any credit hours taken that the superintendent feels better the teacher's qualifications.
- D. Hours must be subsequent to the appropriate degree.
- E. Correspondence courses will not be accepted.

APPENDIX B
KLAMATH COUNTY SCHOOL DISTRICT
2022/2023 EXTRA CURRICULAR SALARY SCHEDULE

CLASSIFICATION/ACTIVITY

CLASSIFICATION/ACTIVITY

Category A \$7,056
 4A Head Football 200-400 Hrs.
 4A Head Basketball
 4A March/Pep Band
 Speech Language Pathologist
 School Psychologist

Category F \$3,763
 4A Drama 170-200 Hrs.
 2A March/Pep Band
 350+ Students Head Teacher
 Computer Facilitator
 Special Programs Teacher
 SPED Coordinator
 Head Nurse

Category B \$5,647
 4A Head Volleyball 200-400 Hrs.
 4A Head Soccer
 4A Head Baseball
 4A Head Softball
 4A Head Coed Track
 4A Head Wrestling
 2A/1A Head Basketball
 2A/1A Head Football
 Head Computer Technician

Category G \$2,822
 4A Concessions 140-170 Hrs.
 2A/1A Concessions
 4A Speech
 2A/1A Speech
 SPED Teacher

Category C \$5,176
 4A Asst Football 200-400 Hrs.
 4A Asst Basketball
 4A Rally
 4A Head Cross Country
 4A Head Boys Golf
 4A Head Girls Golf
 4A Head Swimming
 4A Head Tennis
 2A/1A Head Wrestling
 2A/1A Head Volleyball
 2A/1A Head Coed Track
 2A Head Baseball
 2A Head Softball
 2A Head Soccer

Category H \$2,588
 251-349 Students Head Teacher 110-140 Hrs.

Category D \$4,704
 4A Asst Wrestling 200-400 Hrs.
 4A Asst Volleyball
 4A Asst Soccer
 4A Asst Track
 4A Asst Baseball
 4A Asst Softball
 2A/1A Rally
 2A Golf

Category I \$2,351
 4A Asst Rally 110-140 Hrs.
 Large JH Band
 FBLA/DECA Advisor
 Robotics

Category E \$4,233
 4A Vocal/Choir 170-200 Hrs.
 4A Yearbook
 4A Newspaper
 4A Asst Cross Country
 4A Asst Swimming
 4A Asst Tennis
 2A/1A Asst Football
 2A/1A Asst Basketball
 2A/1A Asst Coed Track
 2A/1A Asst Volleyball
 2A Asst Softball
 2A Asst Baseball
 2A Asst Wrestling
 2A Athletic Director
 FFA Advisor
 4A Asst Golf
 2A Asst Soccer

Category J \$1,882
 Early Learning Coordinator 90-100 Hrs.
 2A/1A Drama
 JH Coach
 Large JH Vocal
 HOSA Advisor
 Bld. Tag Leader
 EBIS Team Leaders
 1-250 Student Head Teacher
 Mentors/Mentorees
 MESA Advisor

Category K \$1,411
 4A Junior Advisor 60-90 Hrs.
 4A Senior Advisor
 2A/1A Junior Advisor
 2A/1A Senior Advisor
 2A/1A Newspaper
 2A/1A Yearbook
 Student Council Advisor
 2A Vocal
 7-12 Music
 Honor Society
 JH Yearbook
 Sm JH Band
 Sm JH Chior
 Elem Honor Band

APPENDIX B
KLAMATH COUNTY SCHOOL DISTRICT
2023/2024 EXTRA CURRICULAR SALARY SCHEDULE

<u>CLASSIFICATION/ACTIVITY</u>		<u>CLASSIFICATION/ACTIVITY</u>	
<i>Category A</i>	\$7,267	<i>Category F</i>	\$3,876
4A Head Football	200-400 Hrs.	4A Drama	170-200 Hrs.
4A Head Basketball		2A March/Pep Band	
4A March/Pep Band		350+ Students Head Teacher	
Speech Language Pathologist		Computer Facilitator	
School Psychologist		Special Programs Teacher	
		SPED Coordinator	
<i>Category B</i>	\$5,816	Head Nurse	
4A Head Volleyball	200-400 Hrs.		
4A Head Soccer		<i>Category G</i>	\$2,907
4A Head Baseball		4A Concessions	140-170 Hrs.
4A Head Softball		2A/1A Concessions	
4A Head Coed Track		4A Speech	
4A Head Wrestling		2A/1A Speech	
2A/1A Head Basketball		SPED Teacher	
2A/1A Head Football			
Head Computer Technician		<i>Category H</i>	\$2,665
		251-349 Students Head Teacher	110-140 Hrs.
<i>Category C</i>	\$5,331		
4A Asst Football	200-400 Hrs.	<i>Category I</i>	\$2,422
4A Asst Basketball		4A Asst Rally	110-140 Hrs.
4A Rally		Large JH Band	
4A Head Cross Country		FBLA/DECA Advisor	
4A Head Boys Golf		Robotics	
4A Head Girls Golf			
4A Head Swimming		<i>Category J</i>	\$1,939
4A Head Tennis		Early Learning Coordinator	90-100 Hrs.
2A/1A Head Wrestling		2A/1A Drama	
2A/1A Head Volleyball		JH Coach	
2A/1A Head Coed Track		Large JH Vocal	
2A Head Baseball		HOSA Advisor	
2A Head Softball		Bld. Tag Leader	
2A Head Soccer		EBIS Team Leaders	
		1-250 Student Head Teacher	
<i>Category D</i>	\$4,846	Mentors/Mentorees	
4A Asst Wrestling	200-400 Hrs.	MESA Advisor	
4A Asst Volleyball			
4A Asst Soccer		<i>Category K</i>	\$1,453
4A Asst Track		4A Junior Advisor	60-90 Hrs.
4A Asst Baseball		4A Senior Advisor	
4A Asst Softball		2A/1A Junior Advisor	
2A/1A Rally		2A/1A Senior Advisor	
2A Golf		2A/1A Newspaper	
		2A/1A Yearbook	
<i>Category E</i>	\$4,360	Student Council Advisor	
4A Vocal/Choir	170-200 Hrs.	2A Vocal	
4A Yearbook		7-12 Music	
4A Newspaper		Honor Society	
4A Asst Cross Country		JH Yearbook	
4A Asst Swimming		Sm JH Band	
4A Asst Tennis		Sm JH Chior	
2A/1A Asst Football		Elem Honor Band	
2A/1A Asst Basketball			
2A/1A Asst Coed Track			
2A/1A Asst Volleyball			
2A Asst Softball			
2A Asst Baseball			
2A Asst Wrestling			
2A Athletic Director			
FFA Advisor			
4A Asst Golf			
2A Asst Soccer			

APPENDIX B
KLAMATH COUNTY SCHOOL DISTRICT
2024/2025 EXTRA CURRICULAR SALARY SCHEDULE

<u>CLASSIFICATION/ACTIVITY</u>		<u>CLASSIFICATION/ACTIVITY</u>	
<i>Category A</i>	\$7,484	<i>Category F</i>	\$3,993
4A Head Football	200-400 Hrs.	4A Drama	170-200 Hrs.
4A Head Basketball		2A March/Pep Band	
4A March/Pep Band		350+ Students Head Teacher	
Speech Language Pathologist		Computer Facilitator	
School Psychologist		Special Programs Teacher	
		SPED Coordinator	
		Head Nurse	
<i>Category B</i>	\$5,991	<i>Category G</i>	\$2,994
4A Head Volleyball	200-400 Hrs.	4A Concessions	140-170 Hrs.
4A Head Soccer		2A/1A Concessions	
4A Head Baseball		4A Speech	
4A Head Softball		2A/1A Speech	
4A Head Coed Track		SPED Teacher	
4A Head Wrestling			
2A/1A Head Basketball		<i>Category H</i>	\$2,745
2A/1A Head Football		251-349 Students Head Teacher	110-140 Hrs.
Head Computer Technician			
<i>Category C</i>	\$5,491	<i>Category I</i>	\$2,494
4A Asst Football	200-400 Hrs.	4A Asst Rally	110-140 Hrs.
4A Asst Basketball		Large JH Band	
4A Rally		FBLA/DECA Advisor	
4A Head Cross Country		Robotics	
4A Head Boys Golf			
4A Head Girls Golf		<i>Category J</i>	\$1,997
4A Head Swimming		Early Learning Coordinator	90-100 Hrs.
4A Head Tennis		2A/1A Drama	
2A/1A Head Wrestling		JH Coach	
2A/1A Head Volleyball		Large JH Vocal	
2A/1A Head Coed Track		HOSA Advisor	
2A Head Baseball		Bld. Tag Leader	
2A Head Softball		EBIS Team Leaders	
2A Head Soccer		1-250 Student Head Teacher	
		Mentors/Mentorees	
<i>Category D</i>	\$4,991	MESA Advisor	
4A Asst Wrestling	200-400 Hrs.	<i>Category K</i>	\$1,497
4A Asst Volleyball		4A Junior Advisor	60-90 Hrs.
4A Asst Soccer		4A Senior Advisor	
4A Asst Track		2A/1A Junior Advisor	
4A Asst Baseball		2A/1A Senior Advisor	
4A Asst Softball		2A/1A Newspaper	
2A/1A Rally		2A/1A Yearbook	
2A Golf		Student Council Advisor	
		2A Vocal	
<i>Category E</i>	\$4,491	7-12 Music	
4A Vocal/Choir	170-200 Hrs.	Honor Society	
4A Yearbook		JH Yearbook	
4A Newspaper		Sm JH Band	
4A Asst Cross Country		Sm JH Chior	
4A Asst Swimming		Elem Honor Band	
4A Asst Tennis			
2A/1A Asst Football			
2A/1A Asst Basketball			
2A/1A Asst Coed Track			
2A/1A Asst Volleyball			
2A Asst Softball			
2A Asst Baseball			
2A Asst Wrestling			
2A Athletic Director			
FFA Advisor			
4A Asst Golf			
2A Asst Soccer			