



Master Agreement

Between

Imbler Education Association
And
Imbler School District No. 11

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ARTICLE 1 - PREAMBLE

- A. This Agreement is entered into between the Imbler School District #11, herein referred to as the "District or Board," and the Imbler Education Association, herein referred to as the "Association."
- B. The intent of this Agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours and conditions of employment for Bargaining Unit Members.

ARTICLE 2 - RECOGNITION

- A. The District recognizes the Imbler Education Association as the exclusive bargaining representative on wages, hours and conditions of employment for all full-time and part-time (half-time or more) licensed personnel employed by the District.
- B. "Licensed Personnel" shall refer to employees included in the unit for bargaining as set forth herein: teachers of grades kindergarten through six (6); teachers of music, art, library, physical education; counselors; teachers of all subjects grades seven (7) through twelve (12); teachers of special education classes; department heads, head teachers, teachers on special assignments (TOSA) and temporary teachers hired for one (1) year, and retired teachers. Supervisors, confidential employees, and substitutes are specifically excluded from the bargaining unit.
- C. Supervisors, principals, head teachers who spend fifty percent (50%) or more of their time in a supervisory capacity, and substitute teachers, are specifically excluded from the bargaining unit.
- D. The purpose of this article is to recognize the right of the bargaining unit in negotiations with the District. Granting of recognition is not to be construed as obligating the District to comply with the regulations, procedures or practices not covered by this Agreement.
- E. The term "Employee" when used hereinafter in the Agreement shall refer to all unit members represented by the Association in the bargaining or negotiating unit as above defined.
- F. 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. The District will print the Agreement after ratification and distribute copies of it to the employees.
- G. The District will comply with the laws of the state of Oregon in regard to certification for telecommunication programs/classes offered.

ARTICLE 3 - GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A “grievance” is an allegation by an employee, or the Imbler Education Association based upon the interpretation, application, or violation of this Agreement.
2. A “grievant” is the person or persons or the Imbler Education Association making the allegation. The Imbler Education Association is eligible to file as a grievant; however, only if:
 - a. Failure to file a grievance would create a negative impact and would create a past practice contrary to the terms and conditions of this Agreement; and
 - b. A majority of the Association membership votes to file the grievance on behalf of the Association.
3. A “party in interest” is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. A “day” means a workday, except during the summer recess “day” means the days the District office is normally open (Monday through Friday, except holidays).

B. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees and the District. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.
2. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement.

C. PROCEDURE

1. Level One - Principal or Immediate Supervisor

A grievant shall first discuss it with his/her principal or immediate supervisor, with the objective of resolving the matter informally. Each grievance shall have to be initiated within fifteen (15) days of the occurrence of the cause for the complaint; however, if the grievant could not reasonably have been aware of the occurrence until a later date, then he/she must initiate action within fifteen (15) days following the date on which he/she could or should have been aware of the occurrence. If the grievant fails to initiate action within these specified time lines, he/she shall be considered to have waived the right to file a grievance.

2. Level Two – Superintendent

- a. If the grievant is not satisfied with the disposition of the grievance at Level One or if no decision has been rendered within ten (10) days after the presentation of the grievance, the grievant may file the grievance in writing to the Superintendent of schools within ten (10) days.
- b. Within ten (10) days after receipt of the written grievance by the Superintendent, the Superintendent will meet with the grievant in an effort to resolve it.
- c. Within ten (10) days of the Level Two conference, the Superintendent will render his/her decision.

3. Level Three - School Board

- a. If the grievant is not satisfied with the disposition of the grievance at Level Two or if no decision has been rendered within ten (10) days after he/she has met with the Superintendent, the grievant may file the grievance in writing to the School Board within ten (10) days.
- b. Within (30) days after receipt of the written grievance by the School Board, the Board will review the Level Two decision.
- c. Within fifteen (15) days of the Level Three review the school board will render its decision.

4. Level Four – Arbitration

- a. If the grievant is not satisfied with the disposition of the grievance at Level Three or if no decision has been rendered within ten (10) days after he/she has met with the School Board, the Association may submit the grievance to arbitration within ten (10) days. The arbitration hearing will be conducted in accordance with the voluntary labor arbitration “Rules of the American Arbitration Association” in effect at the time (hereinafter referred to as the “AAA rules”).
- b. Within ten (10) days after such written notice of submission to arbitration, the Superintendent and the Association will attempt to agree upon a mutually-acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the 10-day period, a request for a list of arbitrators may be made to the Oregon Employment Relations Board by either party. The parties will then select an arbitrator by using an alternate striking procedure.
- c. The arbitrator so selected will confer with the representatives of the Superintendent and the Association and hold hearings promptly and will issue the decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs are submitted. The arbitrator’s decision will be in writing and will set forth his/her findings of fact, reasoning and

conclusions on the issues submitted. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties.

- d. The costs for the services of the arbitrator, including per diem expenses, if any, and travel and subsistence expenses and the cost of any hearing room will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

D. RIGHTS OF EMPLOYEES TO REPRESENTATION

1. An Employee and Association

- a. Any grievant may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a representative of the Association.

2. Reprisals

- a. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest or any other participant in the grievance procedure by reason of such participation.

E. MISCELLANEOUS

1. Cooperation

- a. The District shall cooperate in the investigation of a grievance in a manner consistent with district policy and state law.

2. Written Decisions

- a. All decisions of the grievance procedure subsequent to Level One shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest including the Association.

3. Separate Grievance File

- a. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

4. Meetings

- a. All Board meetings under this procedure will be held in accordance with Public Meetings Law (ORS 192.610 to ORS 192.690).

ARTICLE 4 - DISTRICT RIGHTS

- A. The District shall have all the authority customarily and traditionally exercised by management, except as that authority is limited by express or specific language in the provisions of this Agreement. Nothing in the Agreement shall be construed to impair the right of the District to conduct any or all aspects of its business in any way, except as expressly and specifically modified within the terms and provisions of this Agreement.
1. to the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
 2. to hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or their non-renewal, dismissal or demotion; to assign, promote and transfer all such employees; and to create, combine, modify or eliminate any teaching position deemed advisable by the Board;
 3. to approve the selection of textbooks, teaching materials, and teaching aids;
 4. to determine class schedules, the hours of instruction and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and the terms and conditions of employment;
 5. to establish and revise the annual school calendar. The Association will have input as outlined in Article 10.
 6. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement.

ARTICLE 5 - ASSOCIATION RIGHTS

- A. The Board agrees to furnish to the Association, in response to reasonable requests, information which is of a public nature and/or required by law for the Association to function as bargaining representative.
- B. The Association shall have the right to place appropriate notices, circulars, and other materials on school bulletin boards designated by the building administrator. The Association may place communications in employee mailboxes.
- C. The Association shall have the right to use the Districts computers and email system to communicate with bargaining unit members regarding Association business, as long as it does not interfere with normal duties.
- D. With prior approval of the building administrator, the Association may make use of school facilities and equipment at reasonable times provided that it does not interrupt classes or other school operations nor interfere with carrying out of the duly assigned duties of any employee. The Association shall schedule rooms and meetings in accordance with normal District policy. The Association shall have the right to meet with current employees during regular work hours at the employees' worksite to address grievances, complaints, and matters related to employment relations.
- E. Whenever any employee is required by the District, an arbitrator or the Employment Relations Board (ERB) to participate in negotiations, grievance proceedings, or ERB hearings during working hours, the employee shall suffer no loss in pay.
- F. The District will grant the Association president or his/her designee up to six (6) days' paid leave per school year to attend to Association business, provided that only one (1) employee per day is on Association leave. The Association will reimburse the District for substitute(s) at the applicable rate for those days taken off.
- G. Contract and Employment Information of Bargaining Unit Member
 - 1. The District shall provide to the Association, in an editable digital file format agreed to by the Association, the contact information for each employee, including name, phone numbers, work and home email addresses, and personal mailing addresses known by the District.

2. The District shall also provide to the Association, in an editable digital file format agreed to by the Association, employment information for each employee, including name, date of hire, job title, FTE, salary, position on the salary schedule, PERS classification, and work site.
 3. The District shall provide the required contact and employment information for current employees quarterly of each school year.
- H. The District shall provide the required contact and employment information within 10 calendar days of the date of hire for newly hired bargaining unit members.
1. During the work week after one or more new employees start their first day of work, District shall invite the new hires to attend a sixty (60) minute Association orientation. The orientation shall take place at the District central office unless an alternative site is mutually agreed upon. All new hires and designated Association representatives who attend the orientation shall not suffer a loss of pay or benefits.
- I. The Board agrees to make every effort possible to involve at least two members of the Association on all interview committees for teachers and administrators, with one member to be chosen by the Association and one to be chosen by the District.

ARTICLE 6 - EMPLOYEE RIGHTS

- A. Whenever any member of the bargaining unit is required to appear before the Superintendent or Board concerning any matter that adversely affects the continuation of that employee in his/her office, position, or employment, he/she shall be given prior written notice of the reasons. Notice shall be in sufficient detail to inform the teacher of the nature of the complaint for such meeting or interviews. The teacher shall be entitled to have a representative of the Association, and/or legal counsel, and/or other representative with him/her during such meetings or interviews.
- B. The teacher shall maintain the right and responsibility to determine grades and other evaluation of students. No grade or evaluation shall be changed without consultation with the teacher.
- C. The personal life of a teacher is not an appropriate concern or attention of the employer, except in areas that violate ORS 342.865. Disciplinary procedures
- D. Disciplinary Procedures
 - 1. Enforcement of teacher discipline shall be fair and exercised for just cause and with due process. Due process for the purpose of this article is defined as:
 - a. A signed and written statement of concerns/charges.
 - b. Opportunity to respond to the concerns/charges.
 - c. Right to representation.
 - d. Right to a hearing before the Board.
 - 2. In no case shall this be done publicly unless so requested by the teacher.
 - 3. Just Cause, for the purpose of this Article, applies to permanent teachers only and is defined as:
 - a. Was the employee adequately warned of the consequences of his/her conduct? The warning may be given orally or in printed form. An exception may be made for certain conduct that is so serious the employee is expected to know it will be punishable, such as insubordination, coming to work under the influence of drugs or alcohol, under the influence of drugs or alcohol on the job, or stealing District property.
 - b. Was the District's rule or order reasonably related to efficient and safe operations?

- c. Did management investigate before administering discipline? The investigation normally should be made before the decision to discipline is made. Where immediate action is required, however, the best course is to suspend the employee pending investigation.
 - d. Was the investigation fair and objective?
 - e. Did the investigation produce substantial evidence or proof of guilt? It is not required that the evidence be preponderant, conclusive, or “beyond a reasonable doubt,” except where the alleged misconduct is of such a criminal or reprehensible nature as to stigmatize the employee and seriously impair his/her chances for future employment.
 - f. Were the rules, orders, and penalties applied evenhandedly and without discrimination? If enforcement has been lax in the past, management can’t suddenly reverse its course and begin to crack down without first warning employees of its intent.
 - g. Was the penalty reasonably related to the seriousness of the offense and past record? If employee “A’s” past record is significantly better than that of employee “B,” the District properly may give “A” a lighter punishment than “B” for the same offense.
- E. The Association and the District shall not discriminate against any individual covered by the Agreement on the basis of their inclusion in a protected class under state or federal laws.

ARTICLE 7 - COMPLAINT PROCEDURE

Any complaint regarding a member made to the administrator by any parent, student, or other person, that does or may influence evaluation of a teacher shall, within five (5) days, be initiated according to the procedure outlined below. The complaint must be reduced to writing and signed by the complainant.

- A. The administrator shall apprise the member of the full nature of the complaint.
- B. The administrator and the member shall attempt to resolve the matter informally.
- C. In the event a complaint is unresolved to the satisfaction of all parties, the member may request a conference with the complainant to attempt to resolve the complaint. If still unresolved, the complaint may move to Step D only if the complaint has been reduced to writing.
- D. Any complaint unresolved under Step C, at the request of the member or the complainant, shall be reviewed by the Superintendent in an attempt to resolve the matter to the satisfaction of all parties.
- E. After receipt of the recommendations of the Superintendent, the member or the complainant may request a meeting with the Board. Prior to the Board meeting, the original complaint must be signed by the complainant.
- F. The Board shall afford the parties the opportunity to meet with the Board and show cause why the recommendation of the Superintendent should not be followed. Copies of the action taken by the Board shall be forwarded to all parties.
- G. Commencing with Step B of these proceedings, the member shall be given the opportunity for representation before any discussion or meeting takes place and shall have the right to copies of all related documents/information.

ARTICLE 8 - EVALUATION

- A. All employees will be evaluated in accordance with the District's evaluation plan and state law.
- B. At the beginning of the school year, a copy of the District's evaluation procedure, forms and relevant materials will be provided to employees.
- C. All formal observations will be in accordance with District guidelines on staff evaluation.
- D. The employee shall be provided a copy of the completed written evaluation.
- E. Plan of Assistance

In cases where it has been determined that a teacher's performance is below acceptable standards, a reasonable expectation is for the supervisor and teacher to develop such a plan on the District's Plan of Assistance form. The plan of assistance will:

- 1. Be in writing;
- 2. Identify the performance inadequacies;
- 3. Specify a definite date for the accomplishment of required improvements; and
- 4. Be discussed with the teacher before implementation and shall be signed by the teacher and the administrator. The teacher has the right to be accompanied by a person of his/her own choosing during this discussion.
- 5. Culminate in one of the following:
 - a. The teacher has made satisfactory improvement and will be returning to the regular evaluation program or
 - b. A new plan of assistance will be developed to set revised or new goals to address identified deficiencies or
 - c. Satisfactory improvement has not been made and the administration will recommend a change of status pursuant to ORS.

ARTICLE 9 - PERSONNEL FILES

- A. Personnel files shall be maintained for each employee by the District. This file shall contain materials relevant to the employee's employment.
- B. Employees will have the right, upon request, to review the contents of their personnel files and to receive a copy of any documents contained therein.
- C. An employee may have a representative of the Association present with him/her to review his/her file.
- D. Employees will be provided with a copy of material placed in their personnel file. Employees will be given the opportunity to affix their signature to the material filed. Such signature does not necessarily constitute agreement with the materials.
- E. An employee has the right to submit a written response to any material contained in his/her personnel file for inclusion in the file.

ARTICLE 10 - DUES AND PAYROLL DEDUCTION

- A. Any employee who is a member of the Association may authorize deductions of membership dues in the Association (Local, OEA, NEA). Such authorization shall continue in effect from year to year, unless revoked in writing as hereinafter provided. Pursuant to such authorization, the District shall deduct and remit the monthly dues from the regular salary check of the employee each month, beginning in October of each year. (Deductions for employees who join the Association after the commencement of the school year shall be appropriately prorated so that payments will be completed by the following June.)
- B. Withdrawing the payroll deduction for Association membership may be accomplished by writing a letter to the office of the Association and to the President of the Oregon Education Association.
- C. The district will deduct dues, fees, and any other assessments or authorized deductions to the Association and the OEA in accordance with the payroll deduction authorizations signed by members and provided to the OEA. The OEA will provide the District with a list identifying the employees who have signed such authorizations and to remit payment to the Association and the OEA.
- D. A computer printout or accurate listing of employees on Association dues deduction shall be sent to the Association, together with the remittance due to the Association (i.e., local, OEA, NEA), within five (5) days after the monthly salary check has been received by the employees of the District.

ARTICLE 11 - CALENDAR WORKDAY

A. CALENDAR

1. The school district board of directors will set the school calendar. During a year in which the school operates on a four and a half (4 ½) day schedule, then the school calendar will include up to one hundred and eighty-six (186) contract days. The contract year shall include:
 - a. 176 Student Contact Days – during a half (½) day of school employees may leave fifteen (15) minutes after the buses run. The district will have the option to require employees to stay including up to nine (9) Friday afternoons to be agreed upon in advance (when school calendar is set) and to be utilized at the discretion of administration for professional development/whole staff or building staff instructional work, planning or preparation
 - b. 4 Paid Holidays including: (Labor Day, Veterans Day, Martin Luther King Day, and Memorial Day)
 - c. 2 In-service Days
 - d. 4 Planning/preparation days one (1) after each quarter.
2. If the school district board of directors sets the school calendar on a four (4) day week schedule, then the school calendar will include up to one hundred and seventy on (171) days. The contract shall include:
 - a. 150 - Up to one hundred fifty (150) Student Contact Days
 1. Elementary will have up to 148 (one (1) extra day during P/T Conferences and one (1) day prior to school starting)
 - b. 2 Parent Teacher Contact Days
 1. EVENING CONFERENCES Wed 4-8pm and Thurs 5:30-8:00pm
 - c. 2 In-service Days (8 Hours)
 1. One at the beginning of the year (at least ½ day prior to start of school will be dedicated to teachers working in collaboration setting up their classrooms), ½ day on Statewide Teacher In-service day and ½ day the last teacher day.
 - d. Up to 8 Enrichment days- five (5.25) hours each (Teacher requirement for enrichment days is forty-two (42) hours, if a teacher runs an approved enrichment activity that takes more than five (5) hours on any given Enrichment Day, the teacher will accumulate comp time for each

additional hour over the five (5), this comp time can be used only for future Enrichment days in 2023-2024.

- e. 4 Planning/preparation days one (1) after each quarter
 - f. 4 Paid Holidays (8 hours) (Labor Day, Veterans Day, Martin Luther King Day, and Memorial Day)
3. The tentative school calendar shall be submitted to the employees, who will be allowed to provide input. The calendar committee will include one voluntary IEA member per building. The District reserves the right to appoint other members of the calendar committee. The final approval and determination of the calendar lies with the District.
 4. Employee attendance shall not be required when school is closed due to inclement weather or other emergencies. However, if the District determines that the minimum number (176) of student contact days has not been reached, the Board has the option to have days lost made up at no additional cost to the District.
 5. If the District closes school due to current or projected revenue shortfalls, then salary will be reduced by 1/186 for 4 and ½ day calendars and 1/171 for four-day week calendars each day teachers are not required to report to work. If the closure is on a partial day, the salary reduction shall be pro-rated based upon hours. School closures shall not be scheduled on in-service days, planning/preparation days, or holidays.

B. Workday

1. The normal workday during a four and a half (4 ½) day week calendar, shall be eight (8) hours including a one-half-hour duty-free lunch period, except that employees shall continue to perform without additional compensation those types of activities and/or duties which have traditionally been performed by employees outside of the normal workday. During the half (1/2) days the work day shall consist of four and a half (4 ½) hours, except when satisfying the Friday afternoons which will then make the day eight (8) hours.
2. The normal workday during a four-day week calendar shall be eight and a half (8.5) hours, each employee can choose 7:30-4:00 or 7:45-4:15 letting their supervisor know before the start of the student contact days. Enrichment days will be 5.25 hours and in-service and work days will be eight (8) hours.
3. When volunteering to assist with and/or supervise school-related activities beyond the normal workday, the employee may be reimbursed for pre-authorized expenses at the discretion of the District.
4. Each licensed employee shall be granted preparation time to be used at the IEA member's professional discretion as indicated below:

- a. Each FTE (1.0) 7th-12th grade employee, during a four (4) day week calendar, shall have one (1) of their regularly assigned periods for preparation each day. During a four and a half (4 ½) day week calendar, each employee shall have one (1) of their regularly assigned periods of preparation each day M-Th, and every other Friday.
- b. In grades K-6, licensed employees, during a four (4) day week calendar, shall be granted a minimum of one hundred ninety (190) minutes of preparation time per week, including a minimum of a thirty (30) minute block per day during the student contact day. During a four and a half (4 ½) day week calendar, each licensed employee shall be granted two hundred ten (210) minutes of preparation time per week, including a minimum of a thirty (30) minute block per day M-Th.
- c. Any employee working in both K-6 and 7th-12th, will receive the prep time of the level that takes up most of their assignment.
- d. Any employee, less than FTE (1.0) but more than FTE (0.5) will receive at least 30 minutes of prep time per day worked.
- e. Any employee, FTE (0.5) or below will not be guaranteed prep time within the day.

ARTICLE 12 - ASSIGNMENTS/VACANCIES/TRANSFERS

A. Assignments

All employees shall receive their teaching assignments for that year as soon as possible after student registration.

B. Vacancies

1. Notice of vacancies for bargaining unit positions (including extra-duty) will be posted in each work site in a designated location for a minimum of three (3) workdays before the position is filled.
2. An employee desiring a transfer to another assignment may submit a request to the District office on or before April 15 for the following year. If a vacancy occurs in an existing or new position for which an employee is licensed, the District will notify the employee of the vacancy and the time lines for filling the position.

C. Transfers/Reassignment

If an employee is transferred/reassigned to a different grade level, subject area, or specialization within one week before or any time after the first student contact day, the employee will be granted two (2) paid preparation days. Scheduled employee "inservice days" may be counted as all or part of the preparation days, if the employee is not required to participate in other activities.

ARTICLE 12 - COMPENSATION

A. Insurance

1. The District contribution will be \$1750 per month per employee for medical, dental, and vision insurance coverage for year 2023-2024, \$1800 for 2024-2025 and \$1850 for year 2025-2026. The district will contribute the allowable difference between the insurance premium and the insurance cap to a qualified HSA plan. In addition, employees who choose a plan which does not allow an HSA, the district contribution will be the allowable difference between the insurance premium and the insurance cap.
2. All insurance coverage will be in effect so long as the employee is under contract to the District.
3. The benefit programs identified herein shall be provided only in accordance with the underwriting rules and regulations as set forth by the carrier(s) in the policy(policies) retained by the policyholder. Any employee may opt out of the insurance coverage upon providing proof of other coverage.
 - a. An employee who has other insurance coverage available to them through their spouse, either by the District or another employer- sponsored group medical benefit plan, may decline, or “opt out” of medical coverage in accordance with the requirements of OEBC. The employee will not receive any part of the designated insurance benefits package. Such a waiver expires on September 30th of each year. The employee must submit in writing their intent to opt out each year during the open enrollment period. Proof of other insurance may be required.
 - b. For an employee who declines medical coverage, the District will contribute a monthly payment of 50% of the insurance cap to the District’s cafeteria plan on the employee’s behalf. The employee may then utilize the funds as outlined in the cafeteria plan document.
4. The District will not be obligated and shall not pay for any medical and/or dental expenses not covered by the insurance carrier(s). Such expenses shall be the sole obligation of the employee(s) incurring them.
5. The Board and the Association shall mutually agree upon the insurance carrier during the term of this Agreement. The Board retains the right to make the final decision if there is no mutual agreement.
6. Employees shall be allowed to self-pay long-term disability (LTD) insurance coverage through payroll deductions.

B. Salary

1. The compensation schedules for employees for 2023-2024, 2024-2025 and 2025-2026 are attached to this Agreement as Appendix A1, A2 & A3 and by this reference incorporated herein. These salary schedules shall be the official salary schedules for all employees in the bargaining unit and shall not be deviated from except through mutual written consent of the Association and the District. Certified Union members per diem rate will be determined from the placement on the salary scale divided by the number of contracted days for either weekly schedule.
2. Effective July 1 of each year, all employees, except those on the maximum step of each column, shall receive a vertical step increase.
3. Employees who successfully complete the credits necessary to advance horizontally shall notify the District office by September 1 and submit transcripts no later than September 15.
4. Employees in the bargaining unit employed less than full-time will be paid at a pro- rata portion of the full-time salary.

C. Half-time Definition

1. For the purposes of this definition, half-time employee means licensed half-time employee.
 - a. Half-time employees will teach four hours during the eight-hour contract day. The district does recognize that achieving four hours of teaching time in the high school schedule might present a problem. Four teaching periods will be used when employing half-time employees in the Junior/Senior High building. Half-time employees in the elementary will teach four hours. The district will not pay for a prep period. The district will pick up insurance at the same rate as full-time licensed employees.
2. Employees employed by the district who are over halftime will have a paid prep period.
3. Half-time employees will be compensated at a rate of one-half their placement on the salary schedule

D. Extra Duty Schedules

1. The "Extra-Duty" schedule is attached to this Agreement as Appendix B and shall be used by the District in determining compensation for employees. The dollar amount shall be automatically adjusted to coincide with indicated percentages of the revised base for each year of the Agreement

E. Tuition Reimbursement

1. The District will provide an annual non-cumulative contribution of \$7,000 for tuition reimbursement.
 - a. If funds are still available, employees must complete a tuition reimbursement form in the fall by September 15th and by May 15th in the spring of the school year in which classes will be taken. Courses must be approved by the Superintendent and must be in the current area of assignment or an approved alternative area. Number of requests will determine the amount of reimbursement per person each fiscal year. Individual reimbursement will not exceed \$1,200 per fiscal year in which grades are posted to transcript.

ARTICLE 13 - PAID LEAVES

A. Sick Leave

1. Pursuant to ORS 332.507 an employee absent from duty because of personal illness or injury, or the illness or injury of an immediate family member, shall be paid his/her full salary for the period of such absence not exceeding a total of one (1) day per month (or portion thereof worked), except that, where all earned days are not used in one (1) school year they shall be cumulative. If an employee is dismissed or resigns prior to the end of the work year and has used more sick leave than has been accumulated on a one (1) day per month rate, the excess sick leave pay shall be deducted from the employee's final paycheck. For purposes of this Article, any absences because of pregnancy whether because of miscarriage or other complications or because of a reasonable amount of time needed to prepare for and recover from a normal childbirth shall be considered a personal illness. Immediate family is defined as an employee's spouse, same-gender domestic partner, child, grandchild, parent, parent in-law, grandparent or an individual with whom the employee was or is in a relationship of *in loco parentis*.
2. A written accounting of how many sick leave days an employee has accrued will be provided to each teacher by October 1 of each school year.
3. When an employee takes sick leave in excess of five consecutive work days, the district reserves the right to require certification from the school employee's attending physician or practitioner that the illness or injury prevents the school employee from working.

B. Family Illness

1. In the event of illness/injury requiring parental care in their immediate family, employees may use their sick leave to attend to the family member. If the employee has used all of his/her accumulated sick leave for personal or family illness, the District will then grant up to three (3) additional days of paid family illness leave for employees to attend to their ill or injured family member requiring personal family care.
2. In the case of two (2) employees from the same family, both must have used their accumulated sick leave prior to being granted family illness leave and the total family illness leave will be three (3) days.

C. Personal Leave

1. The District will grant employees personal leave with full pay for three (3) days per school year, usable in not less than one-half day portions.
2. Personal leave should be approved at least five (5) days in advance by the building administrator whenever such prior approval is feasible. Involuntary absences occasioned by personal business of any emergency nature may be excused if application is made within five (5) days upon return to service.
3. The District shall buy back any personal leave days that are unused upon fulfilling contract requirements. Compensation for these unused days shall be \$150 per day and will be made with the final contract payment.
4. Employees may carry over up to two (2) days of personal leave to the following year, not to exceed five (5) days of accumulated personal leave in any given year. Employees who wish to carry over unused personal leave days must notify the District by an agreed upon date of their intention.

D. Bereavement Leave

The District will grant each employee five (5) days paid bereavement leave per occurrence in the event of the death of an employee's spouse, same-gender domestic partner, child, grandchild, parent, or an individual with whom the employee was or is in a relationship of *in loco parentis*, grandparent, sibling, in-laws, or other legal dependent of the employee's household. In-laws are defined as mother, father, brother, sister, grandparent in-law(s). Any additional leave taken due to the death of a covered family member will be in accordance with Oregon Family Leave Act (OFLA).

E. Court Duty

When an employee is called for jury duty or is subpoenaed as a witness, he/she will be continued at full salary for the period of required service. Those fees received by the employee will be paid to the District, minus actual expenses up to the employee's normal rate of pay. On any day a teacher is on jury duty, the teacher should return to school promptly upon completion of jury duty unless the school day has ended or unless it is not practicable.

F. Professional Leave and Development

1. The District will cooperate with the Association in developing in-service training programs and will provide funding for these programs as approved, provided sufficient in-service days are available in the Agreement.
2. At the discretion of the District, two (2) days with full pay may be granted to each employee for professional leave. This leave will be authorized by the Superintendent.
3. Examples of professional leave with pay are as follows:
 - a. Occasional visiting of other school systems.
 - b. Active participation in District No. 11 employees in professional programs.
 - c. Other professional opportunities likely to extend the outlook and improve the service of the employee.

G. Sick Leave Pool

1. An emergency Sick Leave Pool may be filled with a maximum of 80 hours to be used by any current employee (excluding temporary and substitute employees) who exhausts his/her sick leave due to catastrophic, life threatening and long-term illness or injury of the employee or an immediate family member as defined by Oregon Family Leave Act (OFLA).
 - a. The hours will be donated by any current employee after a need is brought to the attention of Superintendent through an application via the Deputy Clerk and after the committee meets to determine if the application meets the terms outlined.
 - b. No more than 16 hours can be donated by each member per year.
 - c. No more than 80 hours can be used by any one person each year.
2. A committee of two appointed employees (one classified and one certified) plus the Superintendent and Deputy Clerk will determine the need for the hours from the Sick Leave Pool based on the following criteria:
 - a. The bank is intended for catastrophic, life threatening and long-term illness or injury of employees or an immediate family member as defined by Oregon Family Leave Act (OFLA). The recipient must have exhausted all earned sick leave, vacation leave and personal leave before receiving any hours from a Sick Leave Pool.
 - b. A doctor's note may or may not be required based on District record keeping.

- c. The committee will respond to the applicant within three (3) days of receiving the application.
- d. Special allowances may be made on a case-by-case basis if it is a catastrophic, life threatening and long-term illness or injury.
- e. The committee will keep a record of recipients from year-to-year.

ARTICLE 14 - UNPAID LEAVES

A. Parent/Child Care Leave

The District acknowledges that FMLA laws and OFLA laws govern parent/child care leave.

B. Short-term Leave of Absence

- a. Short-term leave of absence is leave without pay of thirty-one or less calendar days.
- b. Short-term leave may be granted or denied by the Administration
- c. Application shall be made in writing at least five (5) days in advance of the commencement, if possible, and shall state the reason(s) for the requested leave.

ARTICLE 15 - FUNDING

- A. The parties acknowledge that revenue to fund the compensation and benefits provided by this Agreement may be determined differently than in previous school years and that revenue levels may change. The Oregon Legislature, the people of the state of Oregon and local taxpayers all have a role in the process.
- B. If the District closes school due to current or projected revenue shortfalls in the District's sole discretion, such closure shall be district-wide.
- C. The parties recognize the District may need to have an employee work during the school closure for necessary maintenance, building security and emergency necessities.
- D. This Agreement does not guarantee any level of employment.

ARTICLE 16- MISCELLANEOUS PROVISIONS

A. Legality

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

B. Compliance

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

C. Modifications in Writing

Modifications of this Agreement can only be made by approval of both parties and any such modifications must be in writing and duly authorized.

D. Renewal

This Agreement shall automatically be renewed from year to year and shall be binding for additional periods of one (1) year unless either the District or the Association gives written notice to the other, not later than March 1 of the year prior to the expiration date of this Agreement, of its desire to modify the Agreement for a successive term or to terminate this Agreement in full.

ARTICLE 17 - PERS

The District shall pay the current six (6) percent required employee contribution to the Public Employees Retirement Fund for the employee members then participating in the Public Employees Retirement System. Such pick-up or payment of employee member monthly contributions to the system shall continue for the life of this Agreement.

In the event that new legislation is passed that would prohibit the District from contributing the employee's six (6) percent portion, negotiations may be re-opened by either side for the term of this contract.

ARTICLE 18 - EARLY RETIREMENT OPTION

Any employee who has worked for the District for fifteen (15) years or more and elects to retire early and meets the qualifications and requirements of the Public Employees Retirement System will qualify for the following early retirement options:

Any eligible retiree would be allowed to receive an insurance package up to \$435 per month from the district for up to five years or to the age of 65, whichever occurs first. The employee agrees to work twenty (20) days each year of the agreement. Staff would be allowed to work in excess of twenty days in any given year and store to a bank to adjust future years of the retirement benefit. Eligible retirees would be those employed by the Imbler School District during the 2002-2003 school year and still employed by the Imbler School District through their eligible PERS retirement date.

Any premium cost above the monthly \$435 cap is the responsibility of the retiree. This amount would be due to the district on the 25th of each month. Retirees could work additional substitute days at the rate of regular substitute pay to earn money to offset this amount above the \$435 cap.

ARTICLE 19 - RE-EMPLOYMENT OF PERS-RETIRED STAFF

A. Current District Employees

1. In the event that a district employee retires and begins receiving benefits from the Public Retirement Employees System (PERS) prior to the end of the school year, he/she may be retained by the district in his/her current position until the end of the school year subject to the provision of ORS 238.082 and the provision of any applicable collective bargaining agreement.
2. All requests for continued employment by the district must be submitted in writing to the superintendent no later than 60 calendar days before the end of the school year in which the individual has retired from PERS. Requests will be considered based on the following criteria:
 - a. Length of service. The individual must have been employed by the district a minimum of five years prior to retirement;
 - b. Need. The individual must be licensed and have experience in a specialty area such as special education, math, science, music, Title I, English as a Second Language, English Language Learners, Non English Proficient Students or other such areas of identified district shortage of qualified teachers or other district need, or have specific training or skills in an area of identified shortage of licensed personnel as determined by the district;
 - c. Evaluations. The individual must have satisfactory performance evaluations. An individual who has been on a program of assistance for improvement or written directives or written reprimands within the past five years will not be considered for retention by the district.
3. A licensed employee's change in PERS status shall not, in and of itself, constitute a break in service. A licensed employee's seniority will be determined as defined in the collective bargaining agreement, Board policy or individual employment contract.

ARTICLE 20 - PROFESSIONAL DEVELOPMENT

A. Professional Work Days

During a four and a half day week calendar, the district calendar includes up to nine (9) workdays on Friday afternoons to be agreed upon in advance (placed on school calendar) and to be utilized at the discretion of administration for professional development/whole staff or building staff instructional work, planning or preparation work.

B. Volunteer Days

When volunteering to assist with and/or supervise school-related activities beyond the normal workday, the employee may be reimbursed for pre-authorized expenses at the discretion of the District.

C. Tuition Reimbursement

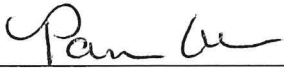
1. The District will provide an annual non-cumulative contribution of \$7,000 for tuition reimbursement.
 - a. If funds are still available, employees must complete a tuition reimbursement form in the fall by September 15th and by May 15th in the spring of the school year in which classes will be taken. Courses must be approved by the Superintendent and must be in the current area of assignment or an approved alternative area. Number of requests will determine the amount of reimbursement per person each fiscal year. Individual reimbursement will not exceed \$1,200 per fiscal year in which grades are posted to transcript.

D. Professional Leave and Development

1. The District will cooperate with the Association in developing in-service training programs and will provide funding for these programs as approved, provided sufficient in-service days are available in the Agreement.
2. At the discretion of the District, two (2) days with full pay may be granted to each employee for professional leave. This leave will be authorized by the Superintendent.
3. Examples of professional leave with pay are as follows:
 - a. Occasional visiting of other school systems.
 - b. Active participation in District No. 11 employees in professional programs.
 - c. Other professional opportunities likely to extend the outlook and improve the service of the employee.

ARTICLE 20 - TERM OF AGREEMENT

- A. This Agreement shall be effective upon the signing of this Agreement and shall be binding upon the District and Association through June 30, 2026.
- B. Executed this 20th day of June, 2023, at Imbler, Oregon, by the undersigned officers by the authority of and on behalf of the Imbler Board of Education (District) and the Imbler Education Association.



For the District

For the Association

6-20-2023

Date

Date

2023 - 2024 - 5%
Imbler S.D. Certified Salary Schedule

STEP	BA	BA + 15	BA + 30	BA + 45	BA + 60 MA	BA + 75 MA + 15	BA + 90 MA + 30
1	\$41,007	\$41,825	\$42,664	\$43,517	\$44,388	\$45,275	\$46,180
2	\$42,442	\$43,288	\$44,157	\$45,041	\$45,942	\$46,859	\$47,796
3	\$43,928	\$44,804	\$45,702	\$46,617	\$47,549	\$48,500	\$49,470
4	\$45,465	\$46,372	\$47,301	\$48,249	\$49,214	\$50,197	\$51,201
5	\$47,056	\$47,994	\$48,957	\$49,937	\$50,936	\$51,954	\$52,992
6	\$48,703	\$49,674	\$50,671	\$51,685	\$52,718	\$53,773	\$54,848
7	\$50,407	\$51,413	\$52,444	\$53,493	\$54,564	\$55,654	\$56,767
8	\$52,172	\$53,213	\$54,280	\$55,367	\$56,473	\$57,602	\$58,754
9	\$53,998	\$55,075	\$56,180	\$57,304	\$58,450	\$59,618	\$60,811
10	\$55,888	\$57,002	\$58,146	\$59,309	\$60,496	\$61,705	\$62,939
11	\$57,845	\$58,997	\$60,181	\$61,385	\$62,614	\$63,865	\$65,142
12		\$61,063	\$62,287	\$63,533	\$64,805	\$66,100	\$67,422
13			\$64,468	\$65,757	\$67,073	\$68,414	\$69,781
14				\$68,059	\$69,421	\$70,808	\$72,223
15					\$71,850	\$73,286	\$74,752
16						\$75,851	\$77,368

2024 - 2025 - 4%
Imbler S.D. Certified Salary Schedule

STEP	BA	BA + 15	BA + 30	BA + 45	BA + 60 MA	BA + 75 MA + 15	BA + 90 MA + 30
1	\$42,647	\$43,498	\$44,370	\$45,258	\$46,163	\$47,086	\$48,027
2	\$44,140	\$45,020	\$45,923	\$46,842	\$47,779	\$48,734	\$49,708
3	\$45,685	\$46,596	\$47,530	\$48,482	\$49,451	\$50,439	\$51,448
4	\$47,284	\$48,227	\$49,194	\$50,178	\$51,182	\$52,205	\$53,249
5	\$48,938	\$49,914	\$50,916	\$51,934	\$52,973	\$54,032	\$55,112
6	\$50,651	\$51,661	\$52,698	\$53,753	\$54,827	\$55,924	\$57,042
7	\$52,424	\$53,470	\$54,542	\$55,633	\$56,747	\$57,880	\$59,038
8	\$54,259	\$55,341	\$56,451	\$57,581	\$58,732	\$59,906	\$61,104
9	\$56,158	\$57,278	\$58,427	\$59,596	\$60,788	\$62,003	\$63,243
10	\$58,124	\$59,282	\$60,472	\$61,682	\$62,916	\$64,174	\$65,457
11	\$60,158	\$61,357	\$62,588	\$63,841	\$65,118	\$66,420	\$67,748
12		\$63,505	\$64,779	\$66,075	\$67,397	\$68,744	\$70,118
13			\$67,047	\$68,388	\$69,756	\$71,150	\$72,572
14				\$70,781	\$72,198	\$73,640	\$75,112
15					\$74,724	\$76,217	\$77,742
16						\$78,885	\$80,463

2025 - 2026 - 3%
Imbler S.D. Certified Salary Schedule

STEP	BA	BA + 15	BA + 30	BA + 45	BA + 60 MA	BA + 75 MA + 15	BA + 90 MA + 30
1	\$43,926	\$44,803	\$45,701	\$46,616	\$47,548	\$48,499	\$49,468
2	\$45,464	\$46,370	\$47,301	\$48,248	\$49,213	\$50,196	\$51,199
3	\$47,055	\$47,994	\$48,956	\$49,936	\$50,935	\$51,953	\$52,992
4	\$48,702	\$49,674	\$50,669	\$51,684	\$52,718	\$53,771	\$54,847
5	\$50,406	\$51,412	\$52,443	\$53,492	\$54,562	\$55,653	\$56,766
6	\$52,171	\$53,211	\$54,279	\$55,365	\$56,472	\$57,601	\$58,753
7	\$53,996	\$55,074	\$56,178	\$57,302	\$58,449	\$59,617	\$60,809
8	\$55,887	\$57,002	\$58,144	\$59,309	\$60,494	\$61,703	\$62,937
9	\$57,843	\$58,996	\$60,180	\$61,384	\$62,612	\$63,863	\$65,140
10	\$59,868	\$61,061	\$62,286	\$63,532	\$64,803	\$66,099	\$67,420
11	\$61,963	\$63,198	\$64,466	\$65,756	\$67,072	\$68,412	\$69,780
12		\$65,410	\$66,722	\$68,057	\$69,419	\$70,806	\$72,222
13			\$69,058	\$70,439	\$71,849	\$73,285	\$74,749
14				\$72,905	\$74,364	\$75,849	\$77,365
15					\$76,966	\$78,504	\$80,074
16						\$81,252	\$82,877

2023 - 2026
Extra-Duty Schedule - Athletics

Appendix B-1

The salaries for extra-duty assignments shall be computed by applying the following percentages to the base salary in Appendix A shown on the step "1" of the BA column and advance according to their years of experience within the district, with a maximum step of 11. Experience shall be cumulative and shall not be impacted by a break in service.

Percent of Base Salary	Assignment	Number of Positions
10%	Head Basketball	1 Boys, 1 Girls
10%	Head Football	1
10%	Head Volleyball*	1
10%	Head Cross Country	1
10%	Head Wrestling	1
10%	Head Track	1
7%	Assistant Football	2
7%	Assistant Basketball	1 Boys, 1 Girls
7%	Assistant Track	2
7%	Assistant Volleyball	1
7%	Assistant Wrestling	1
4%	Head Jr. High Football	1
4%	Head Jr. High Volleyball	1
4%	Head Jr. High Basketball	1 Boys, 1 Girls
4%	Head Jr. High Wrestling	1
4%	Head Jr. High Track	2
2%	Asst. Jr. High Football	2
2%	Asst. Jr. High Volleyball	1
2%	Asst. Jr. High Basketball	1 Boys, 1 Girls
2%	Asst. Jr. High Track	2

* The salary for Head Volleyball shall be computed by applying 10% to the base salary in Appendix A shown on step "1" of the BA column. In addition, there is a \$500 increment for each five years of Head Varsity Coaching experience. This will remain in effect until there is a change in coaching staff.

It is further understood that if, for any reason, the season is not held, the varsity head coaches will be paid 50% of their extra duty contract and assistant coaches will be paid 30% of their extra duty contract. The balance of the contract amount, will be prorated based on the portion of the regular season complete. For example if three weeks of a 12 week season (25%) is completed, no additional compensation will be paid. However, if eight weeks of a 12 week season (67%) is completed, head coaches will be compensated for an additional 17% and assistant coaches will be compensated an additional 37%. Junior High coaches will only be compensated for the portion of the season completed.

**2023 - 2026
Extra-Duty Schedule
Activities**

Appendix B-2

Percent of Base Salary	Assignment	Number of Positions
11.4%	FFA Advisor	1
5%	Assistant to the FFA Advisor	1
10%	FBLA Advisor	1
4%	Middle Level FBLA Advisor	1
10%	District Test Coordinator (If class period not provided)	1
5%	Annual	1
1%	Junior Class Advisor	3
1%	OBOB Advisor (JH/HS)	1
1%	OBOB Advisor (Elem)	1
1%	TAG Advisor	1
1%	NHS Advisor	1
1%	Academic Advisor (If class period not provided)	1
1%	Scholarship Advisor (If class period not provided)	1
1%	Student Government Advisor (HS)	1
.50%	Student Government Advisor (Elem)	1
1%	Senior Project Advisor	5
5%	Career Connections Advisor	1
1%	Special Education Specialist (ELEM/HS)	2