

COLLECTIVE BARGAINING AGREEMENT

between

Coquille School District No. 8

and

OSEA Chapter 97

(Oregon School Employees Association)

July 1, 2022 – June 30, 2025

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PREAMBLE

This contract is made and entered into on January 11, 2023, by the Oregon School Employees Association, Chapter 97, hereinafter referred to as the "Association" and the Board of Education of School District No. 8, hereinafter referred to as the "District."

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, benefits, hours, and conditions of employment for classified personnel included in the bargaining unit.

ARTICLE 1 – RECOGNITION

- 1.1 The District recognizes the Association as the exclusive representative for all classified employees of the Coquille School District, as determined by the Employment Relations Board (ERB), except those specifically excluded.
- 1.2 Exclusions
 - A. Temporary employees are defined as those hired for a special assignment or project not needed on an ongoing basis for not more than ninety (90) workdays. Temporary employees working past ninety (90) days or past a total of ninety (90) days on the same assignment or project for the District will become members of the bargaining unit and shall receive benefits in accordance with this collective bargaining agreement on the ninety first (91) day but will not accrue seniority under Article 6-Seniority, Job Posting, Bidding & Probation, or have recall or bumping rights under Article 15- Layoff/Recall, during the time as a temporary employee.
 - B. Substitute employees are defined as those hired to temporarily replace bargaining unit employees who are on an approved paid or unpaid leave of absence. No position shall be filled by a substitute employee for a period greater than seventy-five (75) working days in a fiscal year, except under the following conditions:
 1. The position is temporarily vacant due to an employee's absence because of an injury or illness compensable under workers' compensation laws; or
 2. An employee is absent due to other injury or illness; or
 3. An employee is on a leave greater than seventy-five (75) working days.
 - C. Substitutes falling under the conditions of 1, 2 or 3 above, will become bargaining unit members on the seventy-sixth (76) working day, but will not accrue seniority under Article 6-Seniority, Job Posting, Bidding & Probation, or have recall or bumping rights under Article 15- Layoff/Recall, during their time as substitute.
- 1.3 Neither the Association nor the District will discriminate against or harass any employee subject to this agreement on any basis protected by law, and including but not limited to, an individual's perceived or actual race , color, religion, sex, sexual orientation, gender identity, national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, economic status, or veterans' status, or because of the perceived or actual race, color, religion, sex, sexual orientation, gender identity, national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, economic status, or veterans' status of any other persons with whom the individual associates.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.1 It is recognized that the District has and will continue to retain the rights and responsibilities to operate and manage the school system and its programs, facilities, properties and professional activities of its employees in accordance with such policy or procedure as from time to time may be determined except as modified by the terms and conditions of this Agreement.
- 2.2 Without limiting the generality of the foregoing (paragraph 2.1), it is expressly recognized that the Board's operational and managerial responsibility includes; (except as modified by the terms and conditions of this Agreement).
- A. The right to determine location of the schools and others facilities of the school system;
 - B. The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures and public relations;
 - C. The determination of the management, supervisory or administrative organization of each school or facility in the system and the selection of employees for promotion to supervisory, management or administrative positions;
 - D. The maintenance, control and use of the school system properties and facilities;
 - E. The determination of safety, health and property protection where legal responsibility of the Board or other governmental units is involved;
 - F. The right to enforce policies, rules and regulations now in effect and to establish new policies, rules and regulations from time to time not in conflict with this Agreement;
 - G. The direction and arrangement of all the working forces in the system, including the right to hire, suspend, discharge or discipline employees;
 - H. The creation, combination, modification or elimination of any classified position;
 - I. The determination of size of the working force, the allocation and assignment of work to employees, the determination of policies affecting the selection of employees and the establishment of quality standards and judgments of employee performance;
 - J. The approval and authorization of the processes, techniques, methods and means of providing District services;
 - K. The right to schedule classes and assigns workloads.

ARTICLE 3 – ASSOCIATION DUES/FAIR SHARE

- 3.1 For the purpose of interpreting this provision, bargaining unit members are defined as per Article 1-Recognition.
- 3.2 The Association will provide the District with an updated list of signed authorizations from all employees who are members of OSEA electing to have union dues deducted from their paychecks. The District will enact dues deduction changes on the pay period following a notification. The Association will notify the District when a bargaining unit member should no longer have dues deducted. Dues authorization will remain in effect until the District has been notified in writing by the Association or until an employee resigns or is terminated and is no longer receiving a pay check from the District.
 - A. The District agrees to deduct dues and fees of the Association in equal monthly installments for all employees who are members of the Association.
 - B. The Association agrees to hold the District harmless against any and all claims, suits, orders or judgments brought against the District as a result of the provisions of Section 3.2 above.
 - C. The District agrees to transmit the dues deducted to the State office of OSEA by the fifteenth (15th) of the month following the payroll deduction.

ARTICLE 4 – ASSOCIATION RIGHTS AND RESPONSIBILITIES

- 4.1 The Association shall represent all classified employees in the District within the bargaining unit equally and without discrimination.
- 4.2 The Association and its representatives have the right to meet with employees during their regular work hours and at their regular work locations to investigate or discuss matters relating to the employment relations between the District and the Association, without loss of compensation or benefits to any employee, so long as such meetings do not interfere with District operations.
- 4.3 The Association has the right to conduct meetings, including meetings related to Association business, at employee's regular work locations before or after regular work hours, during meal periods, and during any other break periods.
- 4.4 The Association and its representatives have the right to conduct the meetings described in this Article (4) on District property and at times and places set by the union, provided that these meetings do not unduly interfere with District operations. The District recognizes the Association's right to conduct such meetings without interference and to establish rules regarding the conduct of any attendees. The Association agrees that these rules will conform to applicable law and District policy (except where that policy is explicitly modified by this Article).
- 4.5 The Association and its representatives have the right to use District email and other electronic communication systems and accounts to communicate with employees in the bargaining unit regarding Association business, or any matters related to employment relations between the District and the Association. The Association shall be allowed to use office equipment as needed to provide duplication and information to the employees after having prior approval from the building principal. Office computers that are used to collect and store District information shall be excluded from this provision and not available for Association use. The Association shall reimburse the District for use of materials and supplies or the cost of repairs and/or replacement if any office equipment is damaged.
- 4.6 The District shall provide the Association with space for a bulletin board in each facility for use in communicating with classified employees.
- 4.7 Updated policies will be placed on the District web page within two weeks of approval by the Board of Directors.
- 4.8 A copy of the Agreement will be placed on the District Web page two weeks after ratification.
- 4.9 The Association's representatives have the right to spend reasonable time during their normal work hours engaging in activities related to the employment relationship between the District and the Association without loss of compensation or other benefits.
 - A. Representatives designated by the Association for the purpose of bargaining over a successor contract will be granted up to ten (10) hours of "negotiation leave" to prepare for collective bargaining between the District and the Association. Supervisors must be notified of any use of this leave at least forty-eight (48) hours in advance.
- 4.10 The Association will provide the District with a list of all designated representatives.
- 4.11 The District shall provide the Association information necessary to its function as an exclusive representative, consistent with applicable law.

ARTICLE 5 – STANDARD WORKDAY, WORKWEEK, & OVERTIME

5.1 Full-time Work Day

The full-time workday for employees shall be eight (8) hours.

5.2 Full-time Work Week

A full-time work week for employees shall be defined as forty (40) hours performed in five (5) consecutive days, Monday through Friday. At the discretion of the District, employees may be assigned to work four (4) consecutive days at the rate of ten (10) hours per day.

5.3 Overtime

Hours worked in excess of forty (40) hours in a week shall be compensated at time and one-half the regular rate of pay, or if mutually agreed upon in advance, comp time may be allocated, paid at one and one-half the hours spent in overtime. The District must notify the employee in advance if the overtime is going to be compensated with time or pay. Failure for the District to notify in advance will result in it automatically being compensated with pay. All overtime must be authorized in advance by the employee's supervisor. Unless the District believes an emergency situation exists, the employee will have the option of not working the requested overtime.

ARTICLE 6 – SENIORITY, JOB POSTING, BIDDING & PROBATION

6.1 Seniority

- A. Seniority shall be determined by the last hire date in a specific classification irrespective of hours worked.
- B. For the purpose of computing seniority all paid status time shall be considered as time worked with the exception of time served by the employee as a temporary employee or as a substitute as defined in Article 1 -Recognition, Section 1.2, C. Authorized, unpaid status time, while not countable for seniority purposes, shall not be considered a break in service.
- C. Employees who are laid off as a result of reduction in force as outlined in Article 15-- Layoff/Recall, who are subsequently reinstated, shall retain all seniority to which they were entitled at the time of layoff.

6.2 Job Posting

- A. The District shall make available to the Association a list of all job openings in the bargaining unit. These shall be posted throughout the District for five (5) working days and sent out electronically to all classified that have provided their email address to the District. During the summer months, notification of job openings shall also be given the Association president or his/her designee and posting shall be extended to seven (7) working days, but posted only at the District office and emailed out electronically. A job description shall be available at the time the position is posted.
- B. The District agrees to inform the Association of any change in current job status or hours no later than ten (10) working days prior to making such change and also agrees to advise the Association of any new job positions being added, including hours, rate of pay and job position requirements.

6.3 Bidding

- A. Current District employees shall be given first consideration in filling vacancies. When a vacancy occurs in the bargaining unit, an employee who is part of the unit may bid along with others for the open position. The District in hiring shall give consideration to current employees, taking into account seniority (as specified in Section 6.1) and ability of such employee/applicant. For the purpose of this Agreement, ability shall be construed as ability to perform necessary job functions for the job bid on by the employee.
- B. Any bargaining unit member who fills such vacancy shall remain at their current step on the salary schedule unless the vacancy is a promotion as defined in Article 13.3 and serve a probationary period of thirty (30) workdays, provided that it is not within the same classification.

During this probationary period the District may return the employee to his/her former position or the employee may elect to return to his/her former position. Such an action shall not reflect negatively upon the employee and the time served in the position shall count as time served in the position to which the employee is returned.

- C. The purpose of driver rotation is to ensure all bus drivers have opportunities for activity runs. Activity Run bidding will take place Tuesday of every week. A visible posted bus driver seniority rotation activity board system shall be used so drivers may view the rotation system at all times. The weekly bidding system starts with the senior driver and proceeds

on the basis of seniority.

Drivers will bid on runs based on seniority. The first week, the most senior driver has first choice followed by next most senior until all activity runs are taken. The second week, the driver with the second most seniority will get the first choice for activity runs. Each proceeding week, the next most senior driver will get first choice for activity runs.

In the event a trip is turned back due to the successful bidder not being able to take the run, the next most senior driver is offered the run first. This process continues until a driver accepts the run. If no driver is interested in the trip, the District may assign a substitute driver. In the event the run is taken by a substitute driver, the proceeding week's rotation reverts back to the previous week's seniority.

If a trip is cancelled and then rescheduled, the original successful bidder is given the run.

Bus Drivers will receive their hourly rate for the duration of the activity run.

6.4 New Employee Probation

- A. A person initially employed by the District shall serve a probationary period of one-hundred-eighty (180) working days and shall become permanent on the first working day following their probationary period. Employees on probation shall be fully eligible for all rights, benefits and burdens except as expressly restricted here, except that the District may terminate the employee on probation during the probationary period and is not required to give reasons for such action.
- B. The written evaluation is for the purpose of identifying strengths and areas of improvement that will benefit the employee. One written evaluation will be within the first six (6) months of employment. Any areas of improvement will be discussed with the employee and an informal plan of improvement will be created to help them become proficient in their position before the end of their probation. When possible, a second written evaluation will be conducted within the last 10 working days of the employee probation. An employee who receives no written evaluations within their first six (6) months of employment will become a permanent bargaining member. Nothing in this Article supersedes Article 6.4.A.

ARTICLE 7 – TRAINEE PROGRAMS AND CONTRACTING OUT

- 7.1 The District shall not contract out any work presently being performed by the employees in the bargaining unit or any work that should become available within the District's jurisdiction that could be performed by employees of the bargaining unit without first consulting the Association's representative regarding contracting out the work in question. The District has the final decision.
- 7.2 On various occasions the District participates in "Programs" designed to re-teach skills for community members in hopes of retraining them for productive positions within our community. These people are not receiving wages from the District, nor are they considered District Employees.

The District will be limited to one (1) trainee per school with the exception of the high school being allowed two (2) with a maximum of five (5) trainees at any one time.

The District will provide OSEA Chapter No. 97 with an updated list of each trainee, including training position, location, start and finishing dates.

The Bargaining Unit members who are qualified would have preference over volunteer trainees for new or vacant positions after the completion of their training program. This provision would not apply if there were no Bargaining Unit applicants.

ARTICLE 8 – MISCELLANEOUS PROVISIONS

- 8.1 Physical examinations required by the District and/or State requirements shall be paid by the District. The District shall reserve the right to designate the doctor, hospital and rate of pay. If the employee chooses a different physician, then the employee would pay the difference in cost.

For current transportation employees when license renewal/upgrade is required, the District will pay for mandatory fees.

- 8.2 Requirement for in-service participation shall be posted for all classified employees prior to the date of the in-service meeting. Within reason, a five-day written notice will be provided before the beginning of the before school in- service activities.
- 8.3 The job classifications currently covered under the bargaining unit include secretaries, educational assistants, educational assistants ALS, educational assistants daycare, head custodians, custodians, bus drivers, mechanic, head cook, second cook, cook's helpers, work experience/scholarship coordinator, library technicians, Indian Ed Coordinator, student success coordinator, daycare coordinator, technology assistant, technician 1, maintenance helper, employment specialist (YTP) and early learning childhood paraprofessional.

ARTICLE 9 – PERSONNEL RECORDS

- 9.1 The personnel records of any employee in the bargaining unit shall be maintained at the District's personnel office. Such personnel records shall not contain any information of a critical nature that does not bear the employee's signature or initials indicating that the employee has been shown the material. The employee will sign the document. A stamp will be affixed that explains the signing of the document(s) does not indicate agreement.

An employee shall have the right to attach a written statement of explanation to any material that the employee believes to be incorrect or derogatory.

- 9.2 Upon request, an employee or at the request of the employee, the employee's authorized representative shall have the right to inspect his/her personnel records. At the request of the employee, the District shall furnish a copy of his/her records, not to exceed two (2) copies per year.
- 9.3 Adverse material may be removed from an employee's file after three (3) years and upon review and approval of the superintendent. If the superintendent denies the request, the employee may appeal to the board. The decision of the board shall be final and binding and not subject to the grievance procedure.

ARTICLE 10 – FRINGE BENEFITS

10.1 Insurance Coverage

- A. The District shall provide each employee with an amount of: 2022-2023: \$9.52 per hour; 2023-2024: \$9.81 per hour; 2024-2025: \$10.10 per hour.

For purposes of district insurance contributions only, those employees whose work year is less than 261 days an additional twenty (20) days at the employees scheduled hours per day will be added to the above calculation, not to exceed 261 days for any year.

- B. The District will purchase long Term Disability, Plan #9, for each bargaining unit member through the Oregon Educators Benefit Board.
- C. Effective October 1, 2012, medical, dental, and vision insurance will be purchase through the Oregon Educators Benefit Board: Chapter 97 will have all employer offered plans available for selection. Plans will be selected and given to the district no later than September 1, 2012.
- D. Employees hired on or prior to the fifteenth (15th) of the month will be eligible for insurance the first (1st) of the following month. Employees hired after the fifteenth (15th) of the month shall be eligible for insurance the first (1st) full calendar month of employment. Example:

Employee hired January 16 would become eligible March 1.

For the purpose of Article 10, 10.1, E, hire date shall be the first (1st) day an employee reports for work.

- E. Employees substituting in the same or lower classification and working more than their regular scheduled hours for ten (10) or more days shall receive additional District contributions starting on the eleventh (11) day.

The District will distribute the payments over a twelve (12) month period of time. This coverage is to be applied to medical, dental, or vision coverage only.

The District shall continue to carry and cover the cost of the \$50,000 term life insurance plan for each eligible classified employee.

- F. Members eligible for a District insurance contribution but who choose not to obtain insurance coverage may “opt-out” from the coverage in accordance with the underwriting rules and regulations as set forth by OEGB and the IRS.
- i. Members who are eligible for insurance benefits may opt out by notifying the District in writing and providing proof of other qualified medical coverage by September 15th of each plan year. Any employee who opts out of the medical, dental and vision coverage will be eligible to receive a monthly contribution that is equal to 32% of their monthly district cap. This can be paid to the employee in one of two ways:
 - ii. The District will pay the amount per month to the employee, through their monthly payroll check, as taxable income.
 - iii. The District will contribute the amount per month to a District authorized Section 125, 403B or 457B up to the IRS annual limit.

- iv. The opt-out is for the OEGB plan year and cannot be changed until the next open enrollment period unless there is an OEGB qualifying event that allows the employee to come back into insurance coverage.
- v. Any OEGB or IRS fees/penalties associated with a member opt out are the responsibility of the member and will reduce the contribution amount.
- vi. The District will not be responsible for any amounts contributed above those allowed by law.

G. District provided daycare

- i. Daycare must be in operation.
- ii. Children must be at least 30 months and less than 10 years of age, on their 10th birthday the child ages out of daycare.
- iii. Daycare will be at a cost of \$10.00 per month, per child during the employee's scheduled work time plus ½ hour before and ½ hour after. This will be a taxable benefit to the employee under IRS publication 15-B (2020), exclusion from wages for dependent care assistance.
- iv. Any time outside of the above scheduled work hours will be charged at the public rate.
- v. Employee must be at work and on site at the Coquille SD in order to utilize the above benefit.
- vi. Employee's children must be enrolled in CSD (or will be enrolled when age appropriate) in order to utilize the above benefit.
- vii. The district reserves the right to cancel this benefit at any time due to funding.

10.2 Sick Leave

- A. All employees shall accrue sick leave benefits as an insurance against the impact of illness or injury in accordance with ORS 332.507. For the purposes of sick leave and any other paid leaves in this Article (10), "family member" will include the following: members spouse or significant other, child, grandchild, stepchild, child of spouse or significant other, parent (or parent substitute), sibling, grandparent, parent-in-law or parent of significant other, and household member.
- B. Sick leave shall be twelve (12) days per year for twelve (12) month employees, eleven (11) days per year for eleven (11) month employees and ten (10) days per year for all other employees.

A "day" is defined as the number of hours the employee normally works per day. Probationary employees will be eligible to use the full allotment of sick leave they would earn during the probationary period from their date of hire.

If a probationary employee leaves the District for any reason prior to the end of their probationary period, the balance of any sick leave used beyond the sick leave that employee would earn based on actual months worked will be deducted from their final paycheck, not to exceed the amount of their final paycheck.

Accumulation of unused sick leave shall be unlimited.

In cases of time lost from job-related accidents, the District shall pay the Difference between the employee's regular rate of pay and the amount paid by the District's current worker's compensation carrier, at the written request of the employee.

The difference will be decided by the employee's hourly wage to compute the number of hours of sick leave to be deducted. The difference in pay shall only be applicable to the amount of sick leave the employee has accumulated at the time of the job-related accident.

C. Supplemental Sick Leave

Purpose: The purpose of supplemental sick leave is to provide a safety net for employees who face long-term illnesses or unforeseen medical emergencies that have exhausted sick leave and do not qualify for long-term disability or worker's compensation benefits. Beginning with the 2012-2013 school year bargaining unit employees shall be eligible to participate in supplemental sick leave.

Supplemental sick leave, administered by the District, is available to all classified employees covered by the contract. Individual participation is voluntary. Upon exhaustion of all applicable paid leaves (or when it becomes apparent that all applicable paid leaves will be exhausted), a member employee may apply to the District for use of up to fifteen (15) days of supplemental sick leave in any one school year. The application for use of supplemental sick leave days shall be in writing and include an explanation of need with a physician's verification.

The employee's request will be issued to the OSEA membership anonymously and unit members may anonymously donate their own individual sick leave days by one-day increment for use by the requesting individual.

If more days are donated than necessary for each request, days deducted will be in the order received. Each use of supplemental sick leave will be a separate request. All unit members have access to supplemental sick leave.

The definition of a "day" is the normal number of hours per day that the employee works. [A four (4) hour employee would earn four (4) hours, and the three (3) hour employee would earn (3) hours].

10.3 Transfer of Sick Leave

New employees to the District who have worked in other Oregon districts shall, after completing thirty (30) working days, be eligible to transfer all unused accumulated sick leave.

- A. Under ORS 332.507, the District will permit a school employee who has been employed in other Oregon districts to transfer an unlimited number of days of unused accumulated sick leave.
- B. Employees who take leave under state or federal family leave laws may use sick leave during their leave period.

10.4 Personal Leave

Each classified staff member shall be granted up to three (3) days of non-cumulative personal leave each year. Such leave will not be used during the first (1ST) or last five (5) instructional days

of the school year without superintendent approval. Unused personal leave will be cashed out by June 30 at the employee's hourly rate.

Classified Staff using personal leave shall provide at least one (1) day advance notice to their building principal or designated supervisor. The employee's signature on the leave form shall signify that the leave is being utilized under the provisions of this section.

Absences shall be no less than half-day units or a driving shift for bus drivers if a substitute is required.

Approval shall be granted by the building administrator unless a substitute is not available.

The definition of a "day" is the normal number of hours per day that the employee works. [A four (4) hour employee would earn four (4) hours, and the three (3) hour employee would earn three (3) hours.

10.5. Other Paid Leaves:

A. Critical and Catastrophic

An Association member who is faced with an emergency requiring immediate attention may be allowed to take up to three (3) days of leave with pay during the contract year. Up to two (2) of the three days may be used to supplement school emergency/inclement weather closure days.

An emergency shall be defined as such things as a weather-related storm, fire, other natural occurrence or another emergency that would require the Association member to take immediate action to protect property or persons.

An Association member shall make all practicable efforts to notify the building administrator or designated supervisor of the need to take critical leave and seek approval of the administrator prior to taking critical leave.

The definition of a day is described in 10.4 in this section of Individual Paid Leaves.

B. Bereavement

- i. An Association member may take up to five (5) days of paid leave for the death of a family member as defined above in 10.2.A
- ii. An Association member shall be granted a one-day leave of absence with pay when absence is occasioned by the death of brother-in-law, sister-in-law, uncle, aunt, nephew, niece, cousin or a close friend. Additional days shall be subtracted from sick leave or have deductions equal to substitute's pay, whichever the employee shall choose.

C. Association Leave

The Association shall be granted twenty (20) days of leave with pay, to be used by the Association representative(s) to attend conferences and other scheduled Association activities, provided the Association reimburses the District for the cost(s) incurred, by the District, to pay for a substitute employee. However, no one member of the Association will be allowed to use more than ten (10) days each school year.

OTHER PAID LEAVE OPTIONS:

Extensions or other leaves with pay may be granted by the board of directors. Leaves taken in the sections above shall be in addition to sick leave unless noted otherwise.

10.6 Extended Leave for Job Related Injuries

- A. Leave for injury when such injury is job-related shall be allowed.
- B. Such leave shall be without compensation. However, employees shall continue to receive all benefits provided by the District, which shall include medical benefits extended at the rate indicated for the contract year in which the unpaid leave began. The benefits provided by the District shall not exceed a period of one year.
- C. Notwithstanding the provisions of 10.6.A above, if at any time during the three (3) year period, it is medically determined that the person will not, within the three (3) year period, be able to perform the duties of his/her position, the District's obligation to return the employee to his/her position will end. However, this section is not intended to, in any way, interfere with return rights otherwise conferred in law.

10.7 Leave without Pay

- A. An employee may request an unpaid leave of absence of between six (6) days and one calendar year (12 months). This leave request must be approved by the Board to be granted, provided that the Board responds to all requests for such leave by the next scheduled School Board meeting.

An employee on leave without pay shall, at the end of such leave, be returned to that employee's position or a position in the same classification in the District prior to the leave. Increase in compensation that went into effect during the time the employee was on leave without pay shall be applied to the employee's compensation upon returning from leave.

If an employee who is on an unpaid leave of absence for more than 25% of their normal working days in any fiscal year (beginning August 1 and ending July 31), that employee will not receive a step increase the following year.

- B. Nothing in this Section (10.7) will apply to protected leave under OFLA/FMLA, other applicable state or federal law, or as provided elsewhere in this Article (10).
- C. If an employee has exhausted all applicable leave they may make a request to the Superintendent in writing for short-term Leave Without Pay.
 - i. An employee may request up to five (5) days of short-term Leave Without Pay.
 - ii. The employee on approved and requested short term leave without pay is responsible to cover the cost of the employee's substitute regardless of the district's ability to find a substitute.
 - iii. The district will not contribute to the employee's insurance plan while the employee is out on Leave Without Pay.

10.8 Family Medical Leave

In accordance with state and federal law, the District shall allow up to twelve (12) weeks of family

medical leave. Employees may exhaust any accumulated paid leaves during the required period of family medical leave.

This provision will satisfy the District's state and federal obligations to provide the employee leave following the birth or adoption of a child as defined within the applicable state and federal law.

10.9 Holiday Pay

A. Paid Holidays

i. Holidays for employees in the bargaining unit shall be:

Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
New Year's Day
Martin Luther King Day
President's Day Memorial Day

Holidays for less than twelve (12) month employees shall be those falling within their working months.

B. Eligibility

- i. To be eligible for a paid holiday an employee must have been in a paid status their last normal workday immediately preceding or after the holiday.
- ii. An employee who is required to work one day the week prior to Labor Day will be paid for the Labor Day Holiday.
- iii. An employee who, for any reason, terminates employment the day prior to a holiday is not entitled to pay that holiday. A new employee, employed on a day following a paid holiday is not entitled to holiday pay for that day.

C. Holiday Pay

- i. Employees in the bargaining unit shall be compensated for the holiday as though they have worked a regular schedule for the day.
- ii. If an employee is required to work on the above holidays, he/she shall receive the overtime rate of time and one-half for all hours worked in addition to his/her regular holiday pay. Holidays shall be computed as time worked in computing overtime.

10.10 Vacation

A. Earning of Vacation

The District shall pay vacation time of one (1) week for all twelve (12) month, full-time employees after a full years' work. Two (2) weeks' vacation shall be given for the second (2nd) through seventh (7) years, three (3) weeks' vacation shall be given for the eighth (8th) through fourteenth (14th) years and four (4) weeks for the fifteenth (15th) year and over.

B. Granting of Vacation

Vacation time may be accumulated and carried for one year. Any accumulated vacation time not used during the following year will be forfeited.

10.11 Court Duty

The District shall allow leave with pay for any Association member who is called for jury duty or who is subpoenaed to appear as a witness in a court case. This section does not apply to an Association member who is a plaintiff, defendant, petitioner, respondent, a personal representative, or guardian in a court case. Deviation from the above provisions shall be made only with the approval of the Superintendent.

10.12 Professional Leave/ Tuition Reimbursement

Professional leave with pay may be authorized by the District for attending educational conferences, school visitations for other purposes related to classified staff member's assignment.

Prior approval by the building principal or designated supervisor is required and expenses will be reimbursed at the District's mileage, registration and/or conference fees including lodging. Salary will be paid at per diem rate for attendance at the conference/event.

10.13 Prorated Leave

Any employee hired after September 30 of any given school year will have all sick leave, personal leave, and vacation leave prorated by the number of workdays left on their work calendar. No other leave shall be prorated.

10.14 Entry to Athletic Events

Classified employees will be allowed to get into all Coquille Athletic events for free except for OSAA State Playoff contests. This benefit is not transferable to family members, this is for the employee only.

ARTICLE 11 – GRIEVANCE PROCEDURE

11.1 A grievance is a claim by a classified employee, or the Association based upon the interpretation, application or violation of this Agreement.

11.2 Step 0 – Informal

The grievant will first discuss his/her grievance with his/her principal or immediate supervisor, with the objective of resolving the matter informally within thirty (30) working days of the act or condition that is the basis of his/her grievance. If the grievant had no knowledge of said occurrence at the time of its happening, then the time limit shall be extended to fifteen thirty (30) working days after the first date such knowledge was obtained or when the employee should have reasonably had knowledge of alleged contractual violations.

The purpose of the informal "step" is to allow the employee and the supervisor to resolve the matter between them without representatives or others in attendance. However, if the employee wishes, he/she may opt to move directly to Step 1 where representation will be available.

11.3 Step 1 - Formal

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 ten (10) working days following the informal meeting with the immediate supervisor or principal. The grievance shall set forth the grounds upon which the grievance is based and the reasons why the grievant considers the decision rendered unacceptable. The supervisor shall communicate his/her decision in writing within ten (10) working days to the grievant.

11.4 Step 2 - Appeal to Superintendent

A. Time to File Appeal

Within ten (10) working 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 designee.

B. Hearing by Superintendent

Appeals to the superintendent or his/her designee shall be heard by the superintendent or his/her designee within ten (10) working days of his/her receipt of the appeal. Written notice of the time and place of the hearing shall be given five (5) working days prior to the grievant, unless mutually agreed to shorten the notice period.

C. Decision by Superintendent

Within ten (10) working days of hearing the appeal, the superintendent or his/her designee shall communicate to the grievant his/her written decision, which shall include supporting reasons, therefore.

11.5 Step 3 - Appeal to Board

If the grievant is not satisfied with the decision of the superintendent or his/her designee, the grievant may file an appeal within ten (10) working days with the Board. The Board of Directors will notify all official parties of a hearing to be held within ten (10) working days of the receipt of the appeal or at the next regular Board meeting, whichever is later. At the request of the grievant, this

hearing may be held in executive session. The Board of Directors shall hear arguments of the superintendent, the grievant and/or the grievant representative. Within ten (10) working days following the hearing, the Board of Directors shall render a decision in writing to all official parties.

11.6 Step 4 - Arbitration

A. If the grievant is not satisfied with the Board's decision, he/she may, within ten (10) working days, move the matter to arbitration. The grievant or his/her representative shall, after serving notice to the Board, request a list of arbitrators from the Employment Relations Board (ERB). Both parties shall share the costs equally.

B. Limitation of Arbitrator's Authority

In the conduct of the hearing, the parties shall be bound by the rules of the American Arbitration Association (AAA), except that they may mutually agree to be bound by expedited AAA rules. The arbitrator shall also be bound by the rules of the AAA in conducting the hearing and rendering his/her decision, provided that he/she shall not have the power or authority to amend, modify, alter, add to or subtract from this Agreement. The arbitrator shall be without authority to substitute his/her judgment for that of the District's in any matter not specifically contracted away by a provision of this Agreement. The arbitrator's decision shall be in writing within thirty (30) calendar days and shall set forth the findings of fact, reasoning and conclusions on the issues submitted.

A lawful decision of the arbitrator within his/her authority shall be final and binding on the parties.

11.7 Election of Remedies

If the grievant chooses to pursue his/her claim through the court system, the Employment Relations Board (ERB) or other outside agency, the grievance procedure cannot be used, and any decision rendered under the procedure will be null and void.

ARTICLE 12 – DISMISSAL

- 12.1 Dismissal, suspension or demotion of permanent employees shall be for just cause and shall require the superintendent's action.
- 12.2 The employee has the right to have the dismissal or demotion action of the Superintendent reviewed by the Board.
 - A. If the employee is not satisfied with the Board's decision, he/she may, within then (10) working days move the issue to arbitration. The employee or his/her representative shall, after serving notice to the Board, request a list of arbitrators from the Employment Relations Board (ERB). Both parties shall share the cost equally.
- 12.3 Immediate Suspension
 - A. In the event of alleged flagrant misconduct, the employee may be suspended immediately from employment with the District until such allegations are investigated and a decision is made to continue or discontinue the employee's employment. If the employee is cleared of the allegations, said employee shall be reinstated without loss of pay or accrued benefits.
 - B. If the allegations are upheld, the termination date shall be the date of suspension.
 - C. Investigation and decision on allegations against the suspended employee shall not exceed the ten (10) working days from time of suspension, unless there are extenuating circumstances that are documented by the District and provided to the OSEA President and the employee who is involved.

ARTICLE 13 – SALARIES

- 13.1 Bus drivers shall work a minimum of four (4) hours per day on regular runs, excluding activity runs. The minimum midday shift for any assigned bus driver will be two hours. The District will designate tasks for the employee once their run is complete. If the bus driver chooses not to do the work assigned to them, they may clock out early and be paid only for the time they worked. Relief drivers will be paid the State/Federal minimum wage for learning routes. Their learning shall consist of one (1) round trip in the morning and afternoon per route.
- 13.2 Salaries will be listed in Appendix A for the years: 2022-2023, 2023-2024, 2024-2025. All salary increases will be effective July 1, 2022.
- A. 2022-2023: Effective July 1, 2022, the wage steps will increase by a one-time salary adjustment. (See Appendix A)
 - B. 2023-2024: Effective July 1, 2023, the wage steps will increase by 3% on Step 1.
 - C. 2024-2025: Effective July 1, 2024, the wage steps will increase by 3% on Step 1.
 - D. Advancement on the salary schedule will take place on the employee's anniversary date.
 - E. Effective with the beginning of the 2003-2004 contract year, the District shall "pick-up", assume, and pay the employee contribution for members eligible to participate in the Public Employees Retirement System (PERS). The full amount of required employee contributions "picked-up" or paid by the District on behalf of employees shall be considered as "salary" within the meaning of ORS 237.003(8) for the purposes of determining an employee members' "final average salary" within the meaning of ORS 237.003(12), but shall not be considered as "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to ORS 237.071. Such "picked-up" or paid employee contributions shall be credited to employee accounts pursuant to ORS 237.071(2) and shall be considered to be employee contributions for the purpose of ORS 237.001 to 237.320.
- 13.3 When promoted, the employee shall be placed on the step of the new range which will provide an increase.
- 13.4 The District will pay a longevity stipend of \$500.00 annually to all employees in their 8th-19th year of employment and \$1,000.00 annually to all employees beginning in their 20th year of employment. Stipends will be paid in the December paycheck.
- 13.5 Payday shall be on or before the 25th of each month.

ARTICLE 14 – MISCELLANEOUS PAY PROVISIONS

14.1 Adequate Work and Show-Up Pay

- A. Adequate Work/Show-Up
 - i. "Adequate work" means sufficient work to earn at least one-half of a regular day's work at the usual rate of pay or two (2) hours, whichever is less.
 - ii. Employees whose time for reporting for duty is before first notification is made not to report to work and who in fact reports to work, will be paid as specified above.
 - iii. Call-back
- B. An employee called back to work shall be provided not less than two (2) hours work or pay.

14.2 Working Out of Range

- A. Higher Classification
 - i. Employees temporarily assigned by the District to replace an absent employee who is in a higher paying job shall be entitled to the rate of pay of the temporarily assigned job. In the event the hours worked in the higher classification are more than their regular scheduled hours, the District insurance contribution will be increased to match the additional hours worked beginning on the sixth (6th) consecutive day worked.
- B. Lower Classification
 - i. Employees temporarily assigned by the District to replace an absent employee who is in a lower paying class shall be entitled to their regular rate of pay.

14.3 Other

- A. Maintenance Work
 - i. Custodians routinely perform maintenance.
- B. Coaching Duties
- C. Classified coaching staff for all league sports, who are required to leave for games before their regular workday is completed, shall be paid their regular pay for the hours missed.

14.4 Cell Phone Stipends

- A. The District understands that certain bargaining unit members are required to use their cell phones for District business. The following positions will receive a \$500 annual cell phone stipend to be divided into 12 monthly payments; Mechanic, Tech I, SPED secretary, Custodial/Maintenance secretary, and Head Custodian.

14.5 Travel Stipends

- A. The District understands that certain bargaining unit members are required to use their vehicle for District business. The following positions will receive a travel stipend.

- B. Mechanic and Tech I, will receive a \$1,500 annual travel stipend to be divided into 12 monthly payments.
- C. Secretaries will receive a \$300 annual travel stipend to be divided into 12 monthly payments.

ARTICLE 15 – LAYOFF/RECALL

15.1 Authority

The District retains the absolute authority and discretion to determine what position shall be retained and which position will be reduced or eliminated due to financial limitations, lack of enrollment or any other reason established by the District. In the event the District reduces its work force, the following procedure will be implemented.

15.2 Notice

- A. If it is the result of a District decision, the employee affected will be given thirty (30) days' notice. At the same time, the Association will be notified.
- B. In the event it is for financial reasons or lack of enrollment, the employee and Association will be notified as soon as possible, but it may be less than thirty (30) days' notice.
- C. The Association may, upon notification of the layoffs, request to meet with a designated representative of the District to discuss the pending layoff. As part of the discussions relative to displacement procedures, the Association may provide the District with suggestions or recommendations for reductions. However, such suggestions or recommendations shall not be construed as a right to bargain such issues nor shall it cause timelines to be extended, unless the District so desires; nor shall it deter the District from placing its determined course of action into effect.
- D. Prior to any layoff implementation affecting more than one member, the District will identify all the positions that will need to be eliminated and the seniority of each bargaining unit member.
- E. If bumping is an option for members during the layoff, the District will assist the member and the Association by maintaining the seniority list and identifying potential bumping options.

15.3 Order of Layoff

- A. The layoff shall be determined within classification. For purpose of this article, classification shall mean: student services information coordinator, secretaries, educational assistant, educational assistant ALS, educational assistant daycare, head custodians, custodians, bus drivers, mechanic, head cook, assistant cooks, cook's helpers, work experience/scholarship coordinator, student success coordinator, daycare coordinator, nurse, nurse assistant, maintenance helper, technology assistant, technician 1, Indian education coordinator, library technicians, employment specialist (YTP) and early learning childhood paraprofessional.
- B. Layoff shall be made by classification. The order of layoff within each classification shall be based upon seniority within that classification. If an employee's position has been eliminated that employee has the right to the first position on the reverse seniority list that makes them whole.
- C. An employee who is laid off within his/her classification shall have the right to return to an equal or lower paying classification in which he/she had previously been employed on a regular basis or into a lesser paying position within their job families. Any employee, who, with the consent of the District, elects layoff in lieu of bumping, retains his/her recall rights as set forth in this article.

- D. An employee who is laid off and is unable to bump into position within their classification may bump a less senior employee(s) in lesser paying positions within their job family. Job Families: Head Cook, Second Cook, and Helper, Head Custodian and Custodian.

15.4 Recall List

- A. An employee who is laid off shall remain on the recall list for twenty-four (24) months unless the employee:
 - i. Waives his/her right in writing;
 - ii. Fails to accept, the second time, recall to a vacant position of comparable time to which the employee is under this article eligible for recall, shall constitute a resignation from the District.
- B. An employee who is recalled shall notify the District of his/her intent to accept or refuse the position within ten (10) calendar days of receipt of the notice. If the employee accepts reemployment, he/she shall report to work within fifteen (15) working days following notification, unless other arrangements are made with the District.

15.5 Reinstatement of Rights

All earned benefits to which an employee was entitled at the time of layoff shall be restored to him/her upon his/her return to the District.

15.6 Vacancy Notices

- A. Any employee who is laid off and is eligible for re-employment shall be notified by the District of any full or part-time openings. Such notice shall be sent by first class mail to the last address given the District by the employee and by email.
- B. The employee shall have the option of receiving such notice by phone. It is the responsibility of the employee to notify the District in writing of their choice to be notified by phone.

15.7 Exclusions

Layoff/recall rights shall not accrue during time employed as a substitute as defined in Article 1-Recognition, 1.2.C.

ARTICLE 16 – SEPARABILITY OF PROVISIONS

- 16.1 In the event that any provision of this contract shall, at any time, be declared invalid by any court of competent jurisdiction, such a decision shall apply only to the specific article, section or portion thereof directly specified in the decision and the parties will commence negotiations over the provision invalidated if requested by either party. Such a decision shall not invalidate the entire contract. It being the expressed intention of the parties hereto, that all other provisions not declared invalid shall remain in full force and effect.

OSEA CHAPTER 97 SALARY SCHEDULE

2022-2023

Classification Title	Line	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Cook/Maintenance Helper	1	\$15.00	\$15.45	\$15.91	\$16.39	\$16.88	\$17.39	\$17.91
Educational Assistant—Daycare	2	\$15.00	\$15.45	\$15.91	\$16.39	\$16.88	\$17.39	\$17.91
Second Cook	3	\$15.42	\$15.88	\$16.36	\$16.85	\$17.35	\$17.87	\$18.41
Educational Assistant	4	\$16.10	\$16.58	\$17.08	\$17.59	\$18.12	\$18.67	\$19.23
Library Technician	5	\$16.23	\$16.72	\$17.22	\$17.74	\$18.27	\$18.82	\$19.38
Custodian	6	\$17.39	\$17.91	\$18.45	\$19.00	\$19.57	\$20.16	\$20.76
WE/School Coordinator	7	\$17.17	\$17.69	\$18.22	\$18.76	\$19.33	\$19.91	\$20.50
Indian Ed/Daycare Coordinator	8	\$17.31	\$17.83	\$18.37	\$18.92	\$19.49	\$20.07	\$20.67
Educational Assistant—ALS	9	\$17.51	\$18.04	\$18.58	\$19.14	\$19.71	\$20.30	\$20.91
Secretary	10	\$17.72	\$18.25	\$18.79	\$19.36	\$19.94	\$20.54	\$21.15
Head Cook	11	\$17.75	\$18.28	\$18.83	\$19.39	\$19.98	\$20.58	\$21.19
Student Services	12	\$18.08	\$18.62	\$19.18	\$19.75	\$20.35	\$20.96	\$21.58
Bus Driver	13	\$19.75	\$20.34	\$20.95	\$21.58	\$22.23	\$22.90	\$23.59
Head Custodian / Maintenance II	14	\$19.29	\$19.87	\$20.47	\$21.08	\$21.72	\$22.37	\$23.04
Technology Assistant	15	\$19.06	\$19.63	\$20.22	\$20.83	\$21.45	\$22.09	\$22.76
Mechanic	16	\$21.78	\$22.43	\$23.10	\$23.79	\$24.50	\$25.24	\$26.00
Employment Specialist (YTP)	17	\$21.19	\$21.83	\$22.48	\$23.16	\$23.85	\$24.57	\$25.31
Technician I	18	\$23.68	\$24.39	\$25.12	\$25.87	\$26.65	\$27.45	\$28.27
Student Success/Early Learning	19	\$23.68	\$24.39	\$25.12	\$25.87	\$26.65	\$27.45	\$28.27

OSEA CHAPTER 97 SALARY SCHEDULE
2023-2024

Classification Title	Line	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Cook/Maintenance Helper	1	\$15.45	\$15.91	\$16.39	\$16.88	\$17.39	\$17.91	\$18.45
Educational Assistant—Daycare	2	\$15.45	\$15.91	\$16.39	\$16.88	\$17.39	\$17.91	\$18.45
Second Cook	3	\$15.88	\$16.36	\$16.85	\$17.36	\$17.87	\$18.41	\$18.96
Educational Assistant	4	\$16.58	\$17.08	\$17.59	\$18.12	\$18.66	\$19.23	\$19.81
Library Technician	5	\$16.72	\$17.22	\$17.74	\$18.27	\$18.82	\$19.38	\$19.96
Custodian	6	\$17.91	\$18.45	\$19.00	\$19.57	\$20.16	\$20.76	\$21.38
WE/School Coordinator	7	\$17.69	\$18.22	\$18.77	\$19.32	\$19.91	\$20.51	\$21.12
Indian Ed/Daycare Coordinator	8	\$17.83	\$18.36	\$18.92	\$19.49	\$20.07	\$20.67	\$21.29
Educational Assistant—ALS	9	\$18.04	\$18.58	\$19.14	\$19.71	\$20.30	\$20.91	\$21.54
Secretary	10	\$18.25	\$18.80	\$19.35	\$19.94	\$20.54	\$21.16	\$21.78
Head Cook	11	\$18.28	\$18.83	\$19.39	\$19.97	\$20.58	\$21.20	\$21.83
Student Services	12	\$18.62	\$19.18	\$19.76	\$20.34	\$20.96	\$21.59	\$22.23
Bus Driver	13	\$20.34	\$20.95	\$21.58	\$22.23	\$22.90	\$23.59	\$24.30
Head Custodian / Maintenance II	14	\$19.87	\$20.47	\$21.08	\$21.71	\$22.37	\$23.04	\$23.73
Technology Assistant	15	\$19.63	\$20.22	\$20.83	\$21.45	\$22.09	\$22.75	\$23.44
Mechanic	16	\$22.43	\$23.10	\$23.79	\$24.50	\$25.24	\$26.00	\$26.78
Employment Specialist (YTP)	17	\$21.83	\$22.48	\$23.15	\$23.85	\$24.57	\$25.31	\$26.07
Technician I	18	\$24.39	\$25.12	\$25.87	\$26.65	\$27.45	\$28.27	\$29.12
Student Success/Early Learning	19	\$24.39	\$25.12	\$25.87	\$26.65	\$27.45	\$28.27	\$29.12

3% COLA

**OSEA CHAPTER 97 SALARY SCHEDULE
2024-2025**


Classification Title	Line	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Cook/Maintenance Helper	1	\$15.91	\$16.39	\$16.88	\$17.39	\$17.91	\$18.45	\$19.00
Educational Assistant—Daycare	2	\$15.91	\$16.39	\$16.88	\$17.39	\$17.91	\$18.45	\$19.00
Second Cook	3	\$16.36	\$16.85	\$17.36	\$17.88	\$18.41	\$18.96	\$19.53
Educational Assistant	4	\$17.08	\$17.59	\$18.12	\$18.66	\$19.22	\$19.81	\$20.40
Library Technician	5	\$17.22	\$17.74	\$18.27	\$18.82	\$19.38	\$19.96	\$20.56
Custodian	6	\$18.45	\$19.00	\$19.57	\$20.16	\$20.76	\$21.38	\$22.02
WE/School Coordinator	7	\$18.22	\$18.77	\$19.33	\$19.90	\$20.51	\$21.13	\$21.75
Indian Ed/Daycare Coordinator	8	\$18.36	\$18.91	\$19.49	\$20.07	\$20.67	\$21.29	\$21.93
Educational Assistant—ALS	9	\$18.58	\$19.14	\$19.71	\$20.30	\$20.91	\$21.54	\$22.19
Secretary	10	\$18.80	\$19.36	\$19.93	\$20.54	\$21.16	\$21.79	\$22.43
Head Cook	11	\$18.83	\$19.39	\$19.97	\$20.57	\$21.20	\$21.84	\$22.48
Student Services	12	\$19.18	\$19.76	\$20.35	\$20.95	\$21.59	\$22.24	\$22.90
Bus Driver	13	\$20.95	\$21.58	\$22.23	\$22.90	\$23.59	\$24.30	\$25.03
Head Custodian / Maintenance II	14	\$20.47	\$21.08	\$21.71	\$22.36	\$23.04	\$23.73	\$24.44
Technology Assistant	15	\$20.22	\$20.83	\$21.45	\$22.09	\$22.75	\$23.43	\$24.14
Mechanic	16	\$23.10	\$23.79	\$24.50	\$25.24	\$26.00	\$26.78	\$27.58
Employment Specialist (YTP)	17	\$22.48	\$23.15	\$23.84	\$24.57	\$25.31	\$26.07	\$26.85
Technician I	18	\$25.12	\$25.87	\$26.65	\$27.45	\$28.27	\$29.12	\$29.99
Student Success/Early Learning	19	\$25.12	\$25.87	\$26.65	\$27.45	\$28.27	\$29.12	\$29.99

3% COLA

Contract Agreement & Duration

This Agreement shall be effective as of July 1, 2022, and shall continue in effect until June 30, 2025. It shall be renewed automatically on its termination date for one year, in the form in which it has been written, amended, or supplemented during its life, unless one party gives written notice to the other party, by January 15 of the last school year of this Agreement, of its intention to terminate, amend, or modify the contract.

For Coquille School District



Heather Bohavarría
Board Chair

2/9/2023

Date

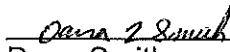


Wayne Gallagher
Superintendent

2-7-2023

Date

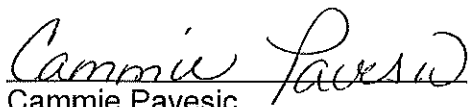
For OSEA Chapter 97



Dana Smith
OSEA Chapter President

2-7-23

Date



Cammie Pavesic
OSEA Field Representative

2/7/23

Date

