CONTRACT AGREEMENT BETWEEN

Ione School District

AND

Ione Teachers' Association

NEGOTIATED CONTRACT

2023 - 2026

TABLE OF CONTENTS

| | | <u>PAGE</u> |
|-------------|--|-------------|
| ARTICLE 1 | RECOGNITION | 3 |
| ARTICLE 2 | STATUS OF AGREEMENT | 3 |
| ARTICLE 3 | MANAGEMENT RIGHTS CLAUSE | 3 |
| ARTICLE 4 | RIGHTS OF PROFESSIONAL EMPLOYEES | 3 |
| ARTICLE 5 | EMPLOYEE RIGHTS | 3 |
| ARTICLE 6 | GRIEVANCE PROCEDURES | 4 |
| ARTICLE 7 | EMPLOYEE WORK DAY | 5 |
| ARTICLE 8 | WORKING CONDITIONS FOR EMPLOYEES | 6 |
| ARTICLE 9 | EVALUATION | 7 |
| ARTICLE 10 | TRANSFER AND ASSIGNMENT | 7 |
| ARTICLE 11 | LEAVES OF ABSENCE | 7 |
| ARTICLE 12 | DEDUCTIONS AND DUES | 9 |
| ARTICLE 13 | FUNDING | 10 |
| ARTICLE 14 | WORK STOPPAGE – NO STRIKE CLAUSE | 10 |
| ARTICLE 15 | TRAVEL | 10 |
| ARTICLE 16 | SALARIES | 11 |
| ARTICLE 17 | INSURANCE | 11 |
| ARTICLE 18 | PROFESSIONAL & EDUCATIONAL DEVELOPMENT | 12 |
| ARTICLE 19 | COMPLAINT PROCEDURE | 13 |
| ARTICLE 20 | LAYOFF AND RECALL | 14 |
| ARTICLE 21 | GENERAL PROVISIONS | 15 |
| ARTICLE 22 | NEGOTIATIONS REOPENER CLAUSE | 16 |
| ARTICLE NEW | ASSOCIATION RIGHTS | 16 |
| 5 | SIGNATURE PAGE | 17 |

ARTICLE 1. RECOGNITION

The Ione School District hereby recognizes the Ione Teachers' Association as the sole and exclusive bargaining representative for the regularly employed licensed staff members under contract to the Ione School District. This does not include any temporary teachers or substitute teacher or any staff members with the title of superintendent or principal. Employees covered by this contract are hereinafter referred to as employees or employee.

ARTICLE 2. STATUS OF AGREEMENT

- A. This agreement shall be effective and remain in full force from <u>July 1, 2023 through</u> <u>June 30, 2026.</u>
- B. There shall be two (2) signed copies of the final agreement for the purpose of records. One will be retained by the District and one by the Association.
- C. All items shall be subject to binding arbitration.

ARTICLE 3. MANAGEMENT RIGHTS CLAUSE

The District retains all traditional management rights as outlined in the District Policy Manual.

ARTICLE 4. RIGHTS OF PROFESSIONAL EMPLOYEES

The rights of employees shall be outlined in the District's Policy Manual including entitlement to due process.

All vacancies and new positions shall be posted as they occur in a place accessible to all bargaining unit members. The association shall have seven calendar days notice before vacancies or new positions are posted to the general public. Employees interested in filling vacancies shall have the responsibility to contact the principal or Human Resources office and apply for the position prior to the closing date of applications.

ARTICLE 5. EMPLOYEE RIGHTS

- A. Employees shall have the right, upon request, to review the contents of their own personnel file exclusive of materials received prior to the date of their employment by the District. When requested, one representative of the Association shall accompany employees in their review.
- B. Employees shall have the right to organize, join and assist the Association and to participate in professional negotiations with the District through representatives of their own choosing.

- C. Reprimands of employees shall be in private and not in the presence of students, parents, other employees, or community members.
- D. Employees shall be notified of any negative criticisms to be placed in their files and will have an opportunity to rebut and that document will also be placed in the personnel file.
- E. An employee's official personnel file shall be kept confidential.

ARTICLE 6. GRIEVANCE PROCEDURES

- A. The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure. There shall be no suspension of work or interference with the operation of the school system. Meetings or discussions involving grievances or these procedures shall not interfere with professional duties or classroom instruction. Timelines may be extended by mutual agreement of the parties in writing.
- B. The definition of "grievance" is a claim by an employee or the Association based on the interpretation, application or violation of this agreement. A grievant is defined as the employee or the Association making the claim. The Association will not pursue grievances, which pertain specifically to individual employees. It may, however, file a grievance when the issue may affect the entire Association.
- C. Grievances will be processed in the following manner and within these stated time limits:
 - 1. The grievant shall attempt to resolve the grievance informally between the employee and the employee's supervisor, hereinafter referred to as the principal. If the grievance is not resolved informally, the grievant shall submit it to the principal and shall reduce it to writing. If grievant does not submit their grievances to the principal in writing in accordance with step one within fifteen (15) working days after the facts upon which the grievance is based first occur or first become known to the grievant, the grievance will be deemed waived. Representatives of the Association in presenting the written grievance may accompany grievant employees. The principal shall reply in writing to the employee within ten (10) working days after receiving the written grievance.
 - 2. If the grievance is not settled in step one, and the grievant wishes to appeal the grievance in step two, the grievant shall file the grievance in writing to the Human Resources Director within ten (10) working days after receipt of the principal's written answer. The written grievance shall give a clear and concise statement of the alleged grievance including the facts upon which the grievance was based, the issues involved, the agreement provisions involved and the relief sought. The Human Resources Director shall thoroughly review the grievance, and give a written answer to the employee with a copy to the Association no later than ten (10) working days after receipt of the written grievance.

- 3. If the grievance is not settled in step two, and the grievant wishes to appeal the grievance in step three, the grievant shall file the grievance in writing to the Superintendent within ten (10) working days after receipt of the superintendent's written answer. The written grievance shall give a clear and concise statement of the alleged grievance including the facts upon which the grievance was based, the issues involved, the agreement provisions involved and the relief sought. The Superintendent and their representatives shall thoroughly review the grievance, arrange for a meeting and give a written answer to the employee with a copy to the Association no later than ten (10) working days after the meeting.
- 4. Grievances not settled in step three of the grievance procedure may be appealed to arbitration by the Association provided written notice for a request of arbitration is made to the Superintendent within ten (10) working days of their answer in step three. The parties or their designated representatives shall attempt to select an impartial arbitrator. Failing to do so, they shall within ten (10) working days of the appeal, jointly requests the Oregon Employment Relations Board to submit a list of arbitrators. Within five (5) working days after the list has been received, the parties or their designated representatives shall determine by lot the order of elimination; and thereafter shall, in that order, alternately strike a name from the list. The remaining name shall act as the arbitrator. The arbitrator shall schedule a hearing on the grievance, and after hearing such evidence as the parties desire to present, shall render a written decision. The arbitrator shall have no power to advise on salary adjustment, except as to the improper application thereof, or to add to, subtract from, modify or amend any items of this agreement. The decision of the arbitrator shall, within the scope of his/her authority, be binding upon the parties.
- D. The District and the grievant will share equally any joint costs of the arbitration procedure, such as the fee and expenses of the arbitrator and the costs of the hearing room.
- E. The grievant may be represented at all stages of the grievance procedure by himself/herself, a representative selected or approved by the Association, or by a private attorney. The Association shall have the right to be present and to state its view at all stages of the grievance procedure.

ARTICLE 7. EMPLOYEE WORK DAY:

The employee work schedule shall be approved through Board action and shall be designed to best serve the needs of the students of the Ione School District, including the decision to operate a four-day student schedule. The basic schedule for a full-time employee shall be eight and one-half hours for the four-day work week and seven and one-half hours for the five-day student week, except when the administrator and the employee mutually agree prior to signing a contract that a staff member's duties call for a more flexible schedule; e.g., early or late starting times, split schedule

or alternate work days. All adjustments will be in writing including an adjustment to the contract.

Based upon the four-day workweek, the following 169-day staff schedule shall be the basic model.

- Student contact days 150
- Employee work days 4
- Pre-opening in-service days 3
- School Year in-service days 5
- Conferences 2
- Holidays 5
 - 1. Labor Day
 - 2. Veterans' Day
 - 3. Presidents' Day
 - 4. Martin Luther King Birthday
 - 5. Memorial Day

Total number of days not to exceed 169.

Based upon a 5-day workweek the following 190 day staff schedule shall be the basic model.

- Student Contact days minimum of 179
- Employee work days minimum of 4
- Pre-opening in-service days 3
- Holidays 4

Total number of days not to exceed 190

Conference Days: Organized conference days will be held a minimum of 2 days per year.

Teaching Loads:

- A. Secondary teachers shall be assigned to six class periods per day. Elementary teachers will be provided with thirty minutes of **non-student contact** planning time **within the student day**.
- B. An employee is entitled to a 30-minute duty free continuous lunch during a school day.

ARTICLE 8. WORKING CONDITIONS FOR EMPLOYEES

The wages contained in the attached salary schedule are based on a 169 day contract, although the District retains the right to return to a 190-contract should the need arise. The District shall have the authority to employ persons for a lesser period of time if the needs of students and specific program conditions necessitate a lesser period at the date of employment. Increases or decreases to the contract year will result in a commensurate increase or decrease in employee salary.

ARTICLE 9. EVALUATION

- A. The Administration and the Association with approval from the Board of Education shall develop the evaluation process mutually. The process shall be in accordance with Oregon State Law (ORS 342.890) and shall be carried out by an administrator.
- B. Prior to September 30, each employee shall be provided with a copy of the District's evaluation procedure and all forms to be used as a part of that process.
- C. Copies of evaluation materials and similar reports to be used as a part of the evaluation process should be made available to the employee.

ARTICLE 10. TRANSFER & ASSIGNMENT

The School District maintains the right to assign staff members according to the needs of the students of the Ione School District. Staff assignments shall, however, give consideration to the qualifications of staff members and their instructional interests whenever possible.

ARTICLE 11. LEAVES OF ABSENCE

A. Paid Leaves

- 1. Sick Leave will be granted to all employees who are absent from work because of personal illness or injury or for any other purposes as required by law. Sick leave will be granted on the basis of one (1) day per month or portion thereof that the employee is under contract or employed, in accordance with current Oregon Law. *All sick leave time will run concurrently*. At the time of retirement, unused sick leave may be applied to retirement benefits, in accordance with ORS 238.350.
- 2. Personal Leave: Four days per year (non-accumulative.) It is stipulated that one (1) of the three days of personal leave shall not be used to extend a scheduled vacation, conduct a private business enterprise or for recreational purposes. Three (3) days will be granted without restrictions. However, request for any of the three days of leave shall be submitted on a form, provided by the District, to the employee's immediate supervisor at least one (1) day prior to the requested absence. In an emergency situation, a verbal request to the immediate supervisor shall be sufficient. At the completion of the school year, employees with an unused balance of personal leave shall receive payment for the unused balance at the daily substitute rate adopted by the District. The payment for unused personal leave will be made by June 30. The district maintains the right to decline personal leave requests should adequate coverage not be available.
- 3. Bereavement Leave: In the event of a death in the immediate family, an employee shall be granted up to three days of paid bereavement leave. Immediate family is defined as the spouse, same-gender domestic partner, custodial parent, non-custodial parent, adoptive parent, foster parent, biological parent, step parent, parent-in-law,

parent of same-gender domestic partner, grandparent or grandchild of the employee, or a person with whom the employee is or was in a relationship of in loco parentis. It also includes the biological, adopted, foster or stepchild of an employee or the child of an employee's same-gender domestic partner. Under special circumstances, bereavement leave may also be needed for a death outside of the immediate family. In such cases, permission should be secured from the administrator. In addition, the administrator shall have the authority to deal with other special circumstances surrounding a death such as extensive distance or other extenuating circumstances. Short-term bereavement leave for the purpose of attending funeral services may be granted outside of the provisions of regular bereavement leave.

- 4. Family Illness Leave: Three days per year in the case of illness within the immediate family which requires the personal attention of the employee. This leave covers a spouse, dependent children, and dependent parents. Upon request, the teacher shall verify by written statement that his/her use of this leave is accordance with the above parameters.
- 5. Incentive Leave –The Ione School District will honor incentive leave for the employees who transferred from Morrow County in August 2003. Beginning with the tenth year of service in the district, those employees will be entitled to one day of incentive leave which may be taken anytime other than the first day of school or the last day of school. The transferred employees with twenty years of service will be entitled to two days of incentive leave per year. This leave is not accumulative and is not available to employees hired after August 2003.
- 6. Abnormal Situations: In the event that school is closed due to inclement weather and students are not asked to report, teachers will also not be expected to report for duty. The District will maintain the right to makeup such days without additional compensation. While employees are not required to live in the Ione School District, their availability for work in the case of inclement weather shall be based upon the conditions that exist within the Ione School District.
- 7. Special Leave: In the case of exceptional and unusual circumstances, the superintendent or his designee shall have the discretion to grant additional paid or unpaid leave time for district employees on a case-by-case basis.
- 8. An employee who receives a benefit under Workers' Compensation Insurance or Paid Family and Medical Leave Insurance may elect to use accrued sick leave to make up the difference between their benefits and their normal salary. Upon receiving written notice of such an election, the District shall deduct and apply the number of accrued sick leave hours necessary to ensure that the employee receives their normal salary.

B. Unpaid Leave:

1. Unpaid family leave shall be provided in accordance with state and federal law. Employees shall be allowed to use accumulated paid leave according to District policy and applicable laws. Upon recommendation by the attending physician, or by the request of the employee, family leave may be extended but not beyond the current contract year. Extended approval will be dependent upon the availability of the acceptable temporary staff or other mutually acceptable alternative. Extensions beyond the current contract year may be approved by mutual agreement between the employee, administrator and the superintendent.

ARTICLE 12. DEDUCTIONS AND DUES

- A. The District will deduct dues, fees, and any other assessments or authorized deductions to the Ione Education Association (IEA) and the Oregon Education Association (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 the authorized deduction amounts. The District shall rely on the list to make the authorized deductions and to remit payment to the IEA and the OEA. NEA dues are forwarded to NEA by OEA.
- B. Upon appropriéte written request from the employee, the District shall deduct from the salary of any employee and make appropriate remittance for the following approved deductions: annuities, credit union, United Way, Ione Education Foundation, and supplemental insurance.
- C. Nothing in this article is to be construed as limiting the District from performing the same services for non-Association members.
- D. Quarterly during each school year the District shall provide to the OEA Membership Specialist an Excel-compatible database of each employee in the bargaining unit (both active members and non-members) that includes the employee ID, date of birth, first date of service, FTE, classification or title, PERS classification, worksite, position on the salary schedule, home address, and home phone number. Whenever a new employee is hired into the bargaining unit, the District shall provide the above information within ten (10) days of hire. The District shall promptly notify the OEA Membership Specialist whenever an employee in the bargaining unit is placed on an unpaid leave of absence, retires, is laid off, resigns, or changes their name.

ARTICLE 13. 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 one or more schools for any reason, no member of the bargaining unit shall be entitled to any salary or fringe benefits provided in this Agreement while the schools are closed.
- C. This Agreement does not guarantee any level of employment.
- D. If this agreement is reopened, notice will be given in writing and bargaining will begin within no more than fourteen (14) days. Negotiations for the reopener shall be conducted pursuant to ORS 243.698. Upon reopening and until mutually agreed, the salary schedule, step increment increases and insurances contributions shall be excluded from the status quo.

ARTICLE 14. WORK STOPPAGE - NO STRIKE CLAUSE

The parties to this contract recognize the best interest of children cannot be served if a work stoppage or strike is initiated. Therefore, it is agreed that a work stoppage or strike shall not occur during the life of this contract.

ARTICLE 15. TRAVEL

- A. An employee required to use his/her personal automobile for <u>approved</u> District travel will be reimbursed at the IRS rate.
- B. Each employee will be reimbursed for expenses incurred in regular travel outside the District in the following manner:
 - 1. Lodging single room rate
 - 2. Meals during out-of-district travel will be reimbursed at a per diem rate of \$35.00 on the following basis: Breakfast \$6.00, Lunch \$9.00 and dinner \$20.00
 - 3. Meals paid through the conference registration will be deducted at the per diem rate, i.e., if lunch (regardless of cost) is included in the registration, \$9.00 will be deducted from the per diem amount of \$35.00.

ARTICLE 16. SALARIES

(Attach Schedule)

- A. The employee shall be placed on the salary schedule according to their academic preparation and years of experience. The District, upon review of prospective employee written documentation of education and experience, will determine those educational and work experiences, which are appropriate to the position. For those experiences determined to be appropriate the District must receive written verification prior to employee's first day of work to be considered in placement on the salary schedule. Credit for academic preparation and experience not included or verified at the time of signing the individual contract may be credited beginning July 1 of the next fiscal year based on written verification as outlined above.
- B. Horizontal advancement shall be determined by the employee's accumulation of college or university hours and/or attainment of advanced degree.
- C. An employee planning to take coursework during the year, which will move the employee over horizontally on the salary schedule, shall submit a letter of intent to the superintendent by June 30 of each year. The letter shall contain the number of hours to be taken.
- D. The employee shall provide the District with valid documentation of courses completed during the year before credit will be given on the salary schedule.
- E. For the 2023-2024 school year, each cell of the pay scale shall be adjusted by 6%. For the 2024-2025 school year, each cell of the pay scale will be adjusted by 5%. For the 2025-2026 school year, each cell of the pay scale will be adjusted by 4%.
- F. Longevity Stipend Beginning with the 18th year of employment in the Ione School District, or Morrow County School District if employed during the 2002-2003 school year, employees shall receive an additional stipend of \$200 per year for each additional year of service. This payment will be a single payment made annually on or about June 1. This stipend shall be awarded through the 30th plus years of service in the Ione District.
- G. Each employee shall be paid on the basis of twelve (12) equal payments.
- H. Teachers will receive a stipend of \$100 per college credit for courses they teach in Ione.
- I. Elementary teachers will receive an annual \$1500 stipend for a blended classroom.

ARTICLE 17. INSURANCE

Employees working thirty (30) or more hours per week will receive the maximum monthly insurance benefit. Employees working twenty to twenty-nine (20-29) hours per week will receive fifty percent (50%) of the total amount provided to apply toward medical or dental coverage. For the 2023-2024 school year, the district will contribute a maximum of \$1,700 toward medical and/or

dental premiums for each full-time employee. For the 2024-2025 school year, the district will contribute a maximum of \$1,750 toward medical and/or dental premiums for each full-time employee. For the 2025-2026 school year, the district will contribute a maximum of \$1,800 toward medical and/or dental premiums for each full-time employee. For any employee choosing OEBB Plan H, the district will contribute the difference between the cap and Plan H plus dental and vision premium chosen, to an authorized Health Savings Account (HSA) as approved by IRS guidelines. The District's obligation under this article is strictly limited to premium and/or Section 125 Flexible Spending Account contributions made in accordance with the provisions contained herein. In the event that two members of the same household (spouse or dependents as approved by the insurance carrier) are employed by the school district and eligible for insurance benefits, only one policy shall be provided and for purposes of this Article will be referred to as the initial policy. However the second employee (spouse or dependent as approved by the insurance carrier) shall be eligible for insurance premium benefits up to the cost of coverage selected under the initial policy.

Any full-time employee, working forty (40) or more hours per week and at least one hundred sixtynine (169) day contract, and has proof of insurance may choose to opt out of OEBB, and will receive <u>\$550</u>, for an authorized non-taxable supplemental benefit administered under the Ione Section 125 plan.

ARTICLE 18. PROFESSIONAL & EDUCATIONAL DEVELOPMENT

In light of current budget constraints, the Ione School District has budgeted a small amount for professional development. All professional development requests must be approved in advance. Approval will be based upon a.) the correlation between the needs of the students at Ione School District and the requested coursework; b.) the correlation between the teaching assignment of the staff member and the coursework being taken; and c.) available funding.

In support of this professional development program, the district strives to provide funds for the development and presentation of in-service offerings. The district also supports the participation of staff in various training opportunities. In addition, the following programs are in effect noting the constraints listed in the opening paragraph of this section:

- A. Tuition Reimbursement: The district will budget \$12,000 annually for tuition reimbursement. Employees will be reimbursed in full up to the prevailing quarter hour tuition rate at Eastern Oregon University for college level work related to their professional assignments or licensure regulations. Such reimbursement will be provided up to a maximum of nine credits per year. It is the responsibility of the employee to know the EOU tuition rate.
- B. Masters Degree Incentive: In line with educational trends, the District encourages each employee to pursue <u>an approved</u> master's degree. To that end, the district will provide an annual subsidy equivalent to a maximum of \$2,500 per year for employees working on such a degree <u>up to a maximum of three (3) years</u>.

Prior approval must be made in advance of the course work and approved by the superintendent or his designee. Reimbursement will be upon successful completion (with a grade of B or better or pass in pass/fail course), and submission of transcripts/grade slips, and proof of payment.

Employees will have the opportunity to participate in District PLC meetings that include Classified Staff, Licensed Staff, Administration and two members of the School Board. These committee meetings will have an agreed upon agenda, and will occur quarterly in the 2023-2024, 2024-2025, and 2025-2026 school years.

ARTICLE 19. COMPLAINT PROCEDURE

- A. The District believes that concerns and program issues should be resolved at the lowest level possible. It is, therefore, the policy of the District that when a patron, parent, agency or representative of a client has a concern regarding the program or performance of an employee that this concern should be initially addressed to the employee in question. If concerns are received by the administration of the District before such an attempt at resolution has been made, the administration will encourage the individual with the concern to talk directly with the employee in question.
- B. If the parties are unable to resolve the issue informally then the individual will have the option of filing a written complaint. If a written complaint is filed with the District then the following procedures will apply:
 - 1. A conference between the principal and the employee shall be held within 10 working days.
 - 2. The employee will be provided with a copy of the complaint at the time of the conference between the employee and the principal.
 - 3. If the complaint is not resolved at the principal level the employee may discuss the situation with the superintendent within 10 working days.
 - 4. If the complaint is not resolved at the superintendent level the employee may discuss the situation with the District Board at the next available District Board meeting within forty-five (45) calendar days. The District Board will respond within ten (10) working days. The decision of the District Board will be final and binding on the parties.
 - 5. The employee has the right to have representation at any or all levels.
 - 6. The employee shall have the right to attach any rebuttals or explanations to any written documents placed in the personnel file.

7. Any such complaint except as noted above which the administration chooses not to discuss with the employee or which is not discussed within the required time shall not be considered in the employee's evaluation and shall not be used against the employee in any subsequent action by the district and shall not be placed in the personnel file.

ARTICLE 20. LAYOFF AND RECALL

- A. The District retains the right to determine when a layoff is necessary. In the event that the District mandates a layoff, the layoff will be conducted pursuant to ORS 342.934.
- B. The District will notify the Association and the affected employees as soon as is practical.
- C. Seniority is defined as the employee's total length of continuous service in the District as a licensed employee. Seniority will be computed and accrue from the employee's first day of actual service in a bargaining unit position and shall continue to accrue during District approved leaves. In the situation where two (2) or more employees have the same first date of service with the District, the tie will be broken by drawing lots.
- D. Pursuant to statute, the District may decide to retain a less senior employee. In these situations the District may retain a less senior employee in order to meet specific program needs. The District will retain or layoff employees based upon certification, seniority, merit, and competence.
- E. In the event the District determines that a less senior employee has more merit than the more senior employee, for purposes of this article, merit shall be defined as the measurement of one employee's ability and effectiveness against the ability and effectiveness of another employee.
- F. An employee who is laid off will remain on the recall list and be eligible for recall for twenty-seven (27) months from the effective date of the layoff. When the District determines that there is a vacant bargaining unit position for which the laid off employee is licensed and qualified, the District will use the following procedure: After twenty-seven (27) months on the recall list, or if the employee cannot be reached at his/her last known address (when the certified letter sent to the employee's address of record has been returned to the District), or if the employee rejects any position offered to him/her for which he/she is licensed and qualified, he/she shall forfeit all re-employment rights, shall be considered to have resigned and the employee's name will be removed from the recall list.
 - 1. In determining which employee shall be recalled, the District may use the same criteria that were available in determining which employees were laid off.
 - 2. The District will notify laid off employees of the position by certified letter, return receipt requested, at their address of record as maintained in the District superintendent's office. It shall be the responsibility of the employee to make certain that the address is correct and that the District is notified of any changes.

Laid off employees shall have seven (7) calendar days from the date of receipt on the return of such notification in which to indicate their acceptance or rejection of the position. The employee must return to active employment within an additional fourteen (14) days, or more at the option of the District.

- 3. Employees who wish to waive re-employment rights prior to twenty-seven (27) months subsequent to the effective date of a layoff, or at a later date, may do so by written notification to the District. Such notice will be considered a voluntary resignation and the employees shall forfeit all employment rights with the District.
- 4. Employees returning from layoff shall be credited with all seniority and sick leave he/she earned prior to the effective date of the layoff, but the employee shall not accrue leave, benefits or seniority during the period of the layoff.
- 5. An employee must have completed at least 135 contract days during one school year in order to be eligible for one (1) vertical step advancement for the succeeding school year. If, because of layoff, an employee does not complete at least 135 contract days that school year he/she was laid off, the employee will be placed on the same salary schedule step as he/she was on prior to layoff.
- 6. An employee who has been laid off has the option of continuing his/her health insurance program at the employee's expense for up to eighteen (18) months, subject to the approval and rules of the insurance carrier(s).
- G. Nothing in this article shall be construed as to interfere with the District's right to dismiss a permanent employee, dismiss or non-renew a probationary employee pursuant to state law.

ARTICLE 21. GENERAL PROVISION

- A. Separability If any provision of this agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of a provision should be restrained by any such tribunal, the remainder of the agreement shall not be affected thereby and not be reopened for negotiations. Upon the request of either the District or the Association, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfying replacement of the provision ruled invalid.
- B. Compliance Any individual contract between the District and individual employee 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.

ARTICLE 22. NEGOTIATIONS REOPENER CLAUSE

This contract will be re-opened for the discussion of a successor contract as soon as possible after *January 1, 2026*. This does not preclude re-opening the contract for discussion of specific issues prior to that time if both parties mutually agree in writing to do so.

NEW ARTICLE. ASSOCIATION RIGHTS

- A. The Association may have the use of a bulletin board in each faculty lounge for use within legal bounds of such a privilege.
- B. Upon request, the Association's building representative shall be allowed to make brief announcements and reports at faculty meetings.
- C. The District shall place on the agenda of each regular Board meeting an opportunity for an Association representative to comment or make suggestions on matters discussed. The Association shall have the opportunity to ask that items be placed on the Board agenda if said items are made known to the Superintendent's office at least two (2) weeks prior to the regularly scheduled Board meeting.
- D. The Association shall have the right to conduct meetings at employee work locations before or after regular work hours, during meal periods, and during any other break periods. The Association shall have the right to select the time and place of meetings, provided that the meetings do not interfere with the District's operations. The Association shall have the right to conduct meetings without undue interference.
- E. Designated Association Representatives shall be granted reasonable paid time to perform Association duties during regular scheduled work hours provided it does not interfere with job duties.
- F. The Association shall have the right to use the District's computers and email system to communicate with bargaining unit members regarding Association business.
- G. 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 individual employment relations.
- H. The Association shall have the right to meet with new employees for up to one hour during New Staff Orientation and for one hour during the work day within 30 days after hire without loss of pay or benefits.

Ione School District #2 Licensed Salary Schedule 2023-2024

| | | | | STD+0 | STD+30 | |
|------|----------|----------|----------|----------|----------|----------|
| | BA/BS+0 | | | MA/MS+0 | MA/MS+30 | STD+45 |
| Step | BA/BS+15 | BA/BS+30 | BA/BS+45 | GF BA+60 | GF BA+95 | MA/MS+45 |
| 1 | 47,742 | 48,884 | 50,105 | 51,354 | 52,642 | 53,957 |
| 2 | 49,136 | 50,312 | 51,567 | 52,856 | 54,176 | 55,531 |
| 3 | 50,573 | 51,780 | 53,070 | 54,401 | 55,758 | 57,153 |
| 4 | 52,050 | 53,293 | 54,623 | 55,988 | 57,386 | 58,818 |
| 5 | 53,569 | 54,844 | 56,219 | 57,623 | 59,060 | 60,540 |
| 6 | 55,135 | 56,447 | 57,859 | 59,307 | 60,787 | 62,304 |
| 7 | 56,744 | 58,098 | 59,547 | 61,034 | 62,561 | 64,127 |
| 8 | 56,744 | 59,790 | 61,286 | 62,818 | 64,390 | 65,997 |
| 9 | 56,744 | 61,538 | 63,077 | 64,650 | 66,270 | 67,927 |
| 10 | 56,744 | 61,538 | 64,915 | 66,542 | 68,205 | 69,913 |
| 11 | 56,744 | 61,538 | 66,812 | 68,484 | 70,197 | 71,951 |
| 12 | 56,744 | 61,538 | 68,765 | 70,483 | 72,245 | 74,054 |
| 13 | 56,744 | 61,538 | 70,772 | 72,542 | 74,355 | 76,215 |
| 14 | 56,744 | 61,538 | 70,772 | 74,662 | 76,529 | 78,441 |
| 15 | 56,744 | 61,538 | 70,772 | 76,840 | 78,761 | 80,731 |
| 16 | 56,744 | 61,538 | 70,772 | 81,630 | 83,670 | 85,758 |

Ione School District #2 Licensed Salary Schedule 2024-2025

| | | | | STD+0 | STD+30 | |
|------|----------|----------|----------|----------|----------|----------|
| | BA/BS+0 | | | MA/MS+0 | MA/MS+30 | STD+45 |
| Step | BA/BS+15 | BA/BS+30 | BA/BS+45 | GF BA+60 | GF BA+95 | MA/MS+45 |
| 1 | 50,130 | 51,328 | 52,610 | 53,922 | 55,274 | 56,655 |
| 2 | 51,593 | 52,827 | 54,145 | 55,499 | 56,884 | 58,308 |
| 3 | 53,101 | 54,369 | 55,723 | 57,121 | 58,546 | 60,011 |
| 4 | 54,653 | 55,957 | 57,354 | 58,788 | 60,256 | 61,759 |
| 5 | 56,248 | 57,587 | 59,030 | 60,504 | 62,013 | 63,567 |
| 6 | 57,892 | 59,269 | 60,752 | 62,272 | 63,826 | 65,419 |
| 7 | 59,581 | 61,002 | 62,524 | 64,085 | 65,689 | 67,333 |
| 8 | 59,581 | 62,780 | 64,350 | 65,959 | 67,609 | 69,296 |
| 9 | 59,581 | 64,615 | 66,231 | 67,883 | 69,584 | 71,323 |
| 10 | 59,581 | 64,615 | 68,161 | 69,869 | 71,615 | 73,409 |
| 11 | 59,581 | 64,615 | 70,152 | 71,909 | 73,707 | 75,548 |
| 12 | 59,581 | 64,615 | 72,204 | 74,007 | 75,858 | 77,756 |
| 13 | 59,581 | 64,615 | 74,311 | 76,169 | 78,072 | 80,026 |
| 14 | 59,581 | 64,615 | 74,311 | 78,395 | 80,355 | 82,363 |
| 15 | 59,581 | 64,615 | 74,311 | 80,682 | 82,699 | 84,767 |
| 16 | 59,581 | 64,615 | 74,311 | 85,711 | 87,854 | 90,046 |

Ione School District #2 Licensed Salary Schedule 2025-2026

| | | | | STD+0 | STD+30 | |
|------|----------|----------|----------|----------|----------|----------|
| | BA/BS+0 | | | MA/MS+0 | MA/MS+30 | STD+45 |
| Step | BA/BS+15 | BA/BS+30 | BA/BS+45 | GF BA+60 | GF BA+95 | MA/MS+45 |
| 1 | 52,135 | 53,381 | 54,715 | 56,078 | 57,485 | 58,921 |
| 2 | 53,657 | 54,941 | 56,311 | 57,719 | 59,160 | 60,640 |
| 3 | 55,225 | 56,544 | 57,952 | 59,406 | 60,888 | 62,411 |
| 4 | 56,839 | 58,195 | 59,648 | 61,139 | 62,666 | 64,230 |
| 5 | 58,498 | 59,890 | 61,391 | 62,924 | 64,494 | 66,109 |
| 6 | 60,207 | 61,640 | 63,182 | 64,763 | 66,379 | 68,036 |
| 7 | 61,964 | 63,443 | 65,025 | 66,649 | 68,317 | 70,026 |
| 8 | 61,964 | 65,291 | 66,924 | 68,597 | 70,314 | 72,068 |
| 9 | 61,964 | 67,200 | 68,881 | 70,598 | 72,367 | 74,176 |
| 10 | 61,964 | 67,200 | 70,888 | 72,663 | 74,479 | 76,345 |
| 11 | 61,964 | 67,200 | 72,958 | 74,785 | 76,656 | 78,570 |
| 12 | 61,964 | 67,200 | 75,092 | 76,967 | 78,892 | 80,867 |
| 13 | 61,964 | 67,200 | 77,283 | 79,216 | 81,195 | 83,227 |
| 14 | 61,964 | 67,200 | 77,283 | 81,531 | 83,569 | 85,658 |
| 15 | 61,964 | 67,200 | 77,283 | 83,910 | 86,007 | 88,158 |
| 16 | 61,964 | 67,200 | 77,283 | 89,139 | 91,368 | 93,648 |

NEGOTIATED CONTRACT 2023-2026

| SIGNED: | Date: | |
|---|-------|--|
| SIGNED: District Superintendent (Kevin Dinning) | Date: | |
| SIGNED: District Board Chair (Rob Crumb) | Date: | |