

COLLECTIVE BARGAINING AGREEMENT

2017 — 2023 — 2025

between

SALEM-KEIZER SCHOOL DISTRICT 24J

and

SALEM KEIZER EDUCATION ASSOCIATION



~~*School District 24J complies with provisions of the Fair Employment Practices Act and/or Title IX Regulations in employment and educational programs and activities.*~~

~~** Amended January 2020 to reflect new language following new legislation.*~~

~~*In the spring of 2021, the District and the Association agreed to a unique bargaining process that resulted in agreements on licensed salary, insurance contribution, and extensions of MOUs as agreed upon by the parties. These agreements and all other existing provisions of the collective bargaining agreement in totality shall be extended until June 30, 2023.*~~

The District is proposing a two-year contract.

PREAMBLE

This Agreement is entered into this ~~July 1, 2017~~ March 25, 2024 between the District School Board on behalf of the Salem-Keizer School District 24J, herein referred to as the "Board" or "District", and the Salem Keizer Education Association, herein referred to as the "Association".

TA 3/25/2024 John Beight - for the District
3/26/24 Tyler Swales-Lakeberg

~~TA~~

ARTICLE I **ASSOCIATION-ASSOCIATION REPRESENTATION AND RIGHTS**

A. Recognition and Status of Agreement

1. The Board recognizes the Association as the exclusive bargaining representative of the following:
 - a. All licensed teachers, counselors, nurses, school psychologists, physical and occupational therapists, audiologists, speech language pathologists, and social workers employed by the District, herein referred to as "employees". Excluded from this subsection are substitutes.
 - b. As defined in ORS 342.815, temporary teacher means a teacher employed to fill a position designated as temporary, or experimental or to fill a vacancy which occurs after the opening of school because of unanticipated enrollment or because of the death, disability, retirement, resignation, contract non-extension or dismissal of a contract or probationary teacher.
 - c. References in other provisions of this agreement to the term "employees" are intended to apply to all groups of employees within the bargaining unit, including teachers. However, references to the term "teachers educators" are intended to apply only to those employees listed in paragraph "a" of this section.
2. Questions of unit determination and/or clarification shall be resolved through the negotiations. If the parties are unable to reach agreement, such disputes shall be referred to the Employment Relations Board.
3. 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 employment relations, which includes, but is not limited to: matters concerning direct and indirect monetary benefits, hours, vacation, sick leave, grievance procedures, and other conditions of employment.
4. There shall be signed copies of the final Agreement for the purpose of records. One shall be retained by the District and one shall be retained by the Association.

B. Association Leave

1. Leave Days

The Association shall be allowed up to sixty-five (65) days of leave per year for members of the bargaining unit to carry out the statutory duties of the Association as exclusive representative in collective bargaining, contract administration, grievance processing during the life of the contract, and related activities bearing a direct relationship to labor-management relationships between the Association and the District. Such leave shall be granted upon request of the Association President or Vice President. The Association shall be billed for substitute costs for each day of actual substitute usage.

2. New Employee Orientation Association Leave

- a. The Association shall be allowed up to thirty (30) days of leave per year for **the** Association **Representatives** to meet with new employees. This leave may be used in increments of one (1) hour. Such leave shall be granted upon request of the Association President or Vice President. The Association shall be billed for substitute costs for each instance of actual substitute usage.
- b. Within 30 days of a new employee's hire date, the Association **Representative** shall be entitled to one period of at least 60 minutes, but no more than 120

minutes, within the new employee's contract day to meet with the employee in accordance with Article I.C.6. If there is not a period of at least 60 continuous minutes within the new employee's contract day for this meeting, then this may take place in two separate meetings of at least 30 minutes. If the Association Representative must leave their own worksite to meet with the new employee, the Association Representative shall use leave in accordance with Article I.2.a.

~~The Association shall have a period of at least 60 minutes, but no more than 120 minutes, to meet with new employees during District scheduled new employee orientations. For orientations where the number of new employees exceeds 15, the minimum amount of time shall be 90 minutes. This time shall be paid time for new employees. The requirement of Article I, Section B.2.(b) shall be considered satisfied for new employees attending District scheduled new employee orientations. (Moved from Section C.12 of this Article. Bargaining note to be removed upon ratification)~~

- c. The Association shall track time used under this section and provide the District a report of Association Leave time used in a digital file format. The report will be sent to the District within ten (10) business days the month following the month any Association Leave time was used. The report shall include the Association Representative name, time used, and date of usage.

3. **Association ~~President's~~ Officer's Leave**

- a. Upon request by the Association prior to June 1, the District will grant the Association President ~~and Vice President~~ a leave of absence without pay for their term of office. Such leave guarantees return to the same position or to a comparable position. Upon return to a District position, the SKEA pPresident ~~and Vice-President~~ shall be placed on the salary schedule at the level which they would have achieved had they remained actively employed in the District. Furthermore, the SKEA pPresident ~~and Vice-President~~ shall accrue all benefits in the same manner that they would have accrued benefits had they remained actively employed in the District. This unpaid leave shall be for the President ~~and Vice-President~~ to carry out the statutory duties of the Association as exclusive representative in collective bargaining, contract administration, grievance processing during the life of the contract, and related activities bearing a direct relationship to labor- management relationships between the Association and the District.

(1) ~~Any designated representative~~ If the Association President and Vice-President who is are on a full-time release ~~they~~ may resign from their Association position at any time for any reason. The District will place the employee in a position comparable to their previous District position within 60 days of notice from the Association.

(2) In the event that the ~~representative~~ President or Vice President resigns from the full-time release position for a qualifying OFLA/FMLA medical leave, the District will ~~appropriately designate the~~ comply with all state and federal leave ~~laws and will apply~~ facilitate all their compensation per District policy and state and federal leave laws.

- ~~b.~~ The Association shall reimburse the District the total cost (salary, payroll, and fringe benefits) of the average teacher's salary for that year as determined on the October 1 scatter gram of the teacher salaries from All Funds or the actual President's salary, whichever is less.

c. The Association shall reimburse the District the total cost (salary, payroll, and fringe benefits) of the Vice President's salary.

~~e.~~ d. The District agrees to process the differential salary provided to the SKEA President and Vice President by the Association as a part of the President's President's and Vice President's salaries salary which the Association currently reimburses and is now processed by the District. It is understood that this proposal will not result in any added costs for the Employer, and the Association agrees to hold the Employer harmless from any legal liability that might result from this contractual provision.

C. Association Activities

1. Interschool mail facilities, including the email system, may be used by the Association to communicate with bargaining unit employees regarding (1) collective bargaining; (2) grievances and other disputes relating to employment relations; and (3) matters involving the Association governance and business. District policy and practices governing computer and email usage shall apply.
2. Association representatives may meet with bargaining unit members outside of the workday without limit. The Association may use school facilities for those meetings so long as they do not interfere with the District's operations.
3. Once monthly, an Association representative may request to be placed on the agenda of a regularly scheduled building led meeting even if the meeting includes some professional development, or for District-wide meetings held for non-classroom-based educators and professionals (such as meetings of psychologists, librarians, SpEd Student Services staff), for the first 15 minutes of an a.m. or last 15 minutes of a p.m. meeting, or as agreed upon by the Association representative and the building administrator. The District will approve the request and administrators will not remain in attendance at the Association meeting unless invited.
4. In addition, on request, an Association representative shall be allowed to make brief announcements and respond briefly to questions during professional meetings.
5. Association representatives may meet with educators during the workday whenever educators are not responsible for student supervision or attending other District- directed activities.
 - a. Permissible time for Association access during the workday includes:
 - (1) Non-student contact time before or after the student instructional day starts, so long as the educator is not responsible for student supervision or otherwise engaged in a District-directed activity.
 - (2) Educator preparation time or other similar "educator-directed" time, including "educator-directed" time on grading days and in-service days, with the educator's permission. Educators who choose to meet with the Association during their preparation period shall not be entitled to additional compensation for lost prep time pursuant to Article IX.B.
 - (3) The educator's duty-free lunch.
 - (4) For non-classroom educators and professionals, such as "teachers-on- special- assignments," counselors, librarians and SpEd Special Education case managers and specialists, all-work-time, except time expressly scheduled for a work activity (such as a previously scheduled classroom observation, class observations, and meetings with parents or other educators) may not be used for Association work and Association access time is limited to 90 minutes per day.

- b. Association representatives may not meet with educators during "District-directed" activities or while supervising students.
 - (1) "District-directed activities" include but are not limited to staff meetings, PLC/Data Team meetings, and IEP meetings. If an Association representative seeks to meet with an educator when a District-directed activity is scheduled (unless previously arranged or covered as Association release time), the District has no obligation to release the educator.
 - (2) "Student supervision" includes instructional time and assigned duty time but does not include other time when a student may "drop-in" to an educator's classroom at the educator's discretion.
 - c. Association access during the work day may not unreasonably interfere with an educator's ability to complete work-related tasks. Administrators will be encouraged to communicate directly with Association representatives if they have concerns. If the concerns are unresolved, then they may be addressed in labor management meetings.
 - d. Association representatives do not need to seek permission before entering a District building but agree to provide advance courtesy notice when appropriate. In addition, they will sign in and out of the building as directed by office staff.
6. Authorized representatives of the Association will be designated by SKEA and may include Oregon Education Association or National Education Association employees, volunteers and retirees. However, any Association representative entering school buildings will be subject to whatever background check and/or policies which are generally required for adults entering a District building who are not working directly with students. In addition, prior to having access to the building, the Association will provide the District with the names of authorized volunteers and retirees in advance. Authorized Association representatives will be provided with visible SKEA identification **by the Association**.
7. The Association may be required to reimburse the District for any reasonable and significant costs incurred by the District as a result of D, 1 and D, 2 of this Article. Additionally, the Association agrees to hold the District harmless from any damage awards or litigation expenses which might result from implementing sections D, 1 and D, 2 of this Article.
8. Appropriate Association representatives shall be allowed release time without loss of compensation when required by the District to meet with District personnel on matters relating to grievances that have been filed or scheduled negotiations.
9. Association Meetings: Association Representative Assembly and SKEA Board of Director meetings shall be placed on the District calendar. The District shall not schedule any "required attendance" meetings for representatives at a time that would conflict with the nine (9) Association Representative Assembly and/or nine (9) SKEA Board of Director meetings to be held during each year of this contract. If an Association representative is working hours that would extend beyond 4:00 p.m. on the date of a scheduled Representative Assembly meeting or Board of Director meeting, the representative shall be given "release time" beginning one- half hour prior to the scheduled start time of the Association meeting so that the member can attend the meeting.
10. Upon request, the District agrees to furnish the Association with readily available public information for utilization as the exclusive collective bargaining representative. The Association agrees to reimburse the District for actual costs incurred in development and delivery of such information.
11. Union material may be distributed to staff mail boxes during non-student contact time.

12. ~~The Association shall have a period of at least 60 minutes, but no more than 120 minutes, to meet with new employees during District-scheduled new employee orientations. For orientations where the number of new employees exceeds 15, the minimum amount of time shall be 90 minutes. This time shall be paid time for new employees. The requirement of Article I B.2.b. shall be considered satisfied for new employees attending District-scheduled new employee orientations. Moved to Section B.2(c) of this Article~~

D. Joint Advisory Committees

1. The Association President shall make Association representative appointments.

4.2. ~~The parties mutually agree on the importance of collaboration and dialogue related to the establishment and modification of policy. To that end, the District and Association shall convene a Policy Advisory Committee comprised of no more than two (2) Association members each from the Student Behavior, Evaluation, Report Card, and the Technology committees. This group will meet no fewer than two (2) times annually to discuss and provide recommendations on changes to policies and/or district-wide systems pertaining to their committees, not including enterprise software systems. Discussion undertaken by this group shall be limited to topics covered by the Student Behavior, Evaluation, Report Card, and Technology committees. Meetings of this policy review body will not substitute for meeting requirements of the committees in section D. 5 of this article.~~

3. ~~Unless otherwise stipulated in Section D of this article, Joint Advisory Committees shall meet at least two (2) times annually. The Professional Development Committee shall meet a minimum of three (3) times per year. See Article XX for Sick Leave Bank meetings requirement. The parties must mutually agree to additional meetings.~~

2.4. ~~Joint Advisory Committees will have the authority to make recommendations to District Leadership and any other authorities granted to specific committees by this Agreement.~~

5. Salem Keizer Education Association representatives shall comprise half (or proportionate share) of the District staff representation on each of the following Joint Advisory Committees:

- (a) Calendar Committee;
- (b) Student Behavior Committee
- (c) Evaluation Committee
- (d) Report Card Committee;
- (e) Professional Action Committee for Education (PACE) Committee
- (f) Sick Leave Bank Committee (see Article XX)
- (g) Sabbatical Committee (See Article VIII, A.6)
- (h) Technology Committee
- (i) Early Career Educator Committee

3.6. There shall be at least one Salem Keizer Education Association representative on the:

- (a) Safety and Security Committee
- (b) Labor Management Committee

4.7. Professional Development Committee

(a) Salem Keizer Education Association representatives shall comprise half of the Professional Development (PD) Committee.

(b) ~~The Professional Development Committee has authority to make recommendations to District Leadership regarding PD plans for the future.~~

(a)(c) ~~In addition to PD recommendations, this Professional Development Committee may review feedback from professional development sessions and recommend PD strategies to District Leadership.~~

(b) ~~This committee shall have decision power over the funds it administers.~~

5. ~~Mentor Committee~~


- ~~(a) Works in collaboration with the mentor administrator.~~
- ~~(b) Reviews and provides input into the mentor matches.~~
- ~~(c) Reviews the overall program and provides recommendations for improvements.~~

TA 1/31/24
Biff
T. Sualo-Wakeley

ARTICLE II DISTRICT FUNCTIONS

- A. It is recognized that the Board has and will continue to retain the rights and responsibilities to operate and manage the school system and its programs, facilities, properties, and activities of its employees, EXCEPT AS LIMITED BY THIS AGREEMENT AND APPLICABLE STATE LAW.
- B. Without limiting the generality of the foregoing (paragraph "A"), it is expressly recognized that the Board's operational and managerial responsibility includes:
 - 1. The right to determine location of the schools and other facilities of the school system.
 - 2. The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment, procedures, and public relations.
 - 3. 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.
 - 4. The maintenance control and use of the school system properties and facilities.
 - 5. The determination of safety, health, and property protection where legal responsibility of the Board or other governmental unit is involved.
 - 6. 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.
 - 7. The direction and arrangement of all the working forces in the system, including the right to hire, suspend, discharge, or discipline employees.
 - 8. The creation, combination, modification, or elimination of any teaching position.
 - 9. The determination of the size of the working force, the allocation and assignment of work to employees, the determination of policies affecting the selection of employees, and the establishment of quality standards and judgments of employee performance.
 - 10. The APPROVAL AND AUTHORIZATION of the processes, techniques, methods, and means of teaching, and the subjects to be taught.
 - 11. The right to schedule classes and assign work loads and to APPROVE AND AUTHORIZE textbooks, teaching aides, and materials.

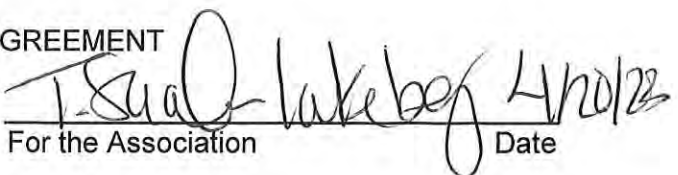
Nothing in the Agreement shall limit in any way the District's contracting or subcontracting of work or shall require the District to continue in existence any of its present programs in its present form and/or location, or on any other basis.



For the District

TENTATIVE AGREEMENT
4/20/23

Date



For the Association

4/20/23

Date

John Beight TA for District 1/11/2024

ARTICLE III

GRIEVANCE PROCEDURE AND JUST CAUSE

Tyler Social-Lakely

A. Grievance Procedure

1. Definitions:

Grievance: A claim by an employee or the Association based on the interpretation or application of this Agreement.

Grievant: The employee, group of employees, or the Association that alleges a violation of this agreement.

Days: Working **school contract** days. Weekend or vacation days are thus excluded.

Immediate Supervisor: The individual who has the administrative authority to resolve the grievance.

Employee: Any member of the bargaining unit.

2. General Provisions Related to Grievance Procedures:

- a. Whenever possible, grievances will not be heard during the working hours of the grievant. However, should investigation or processing of any grievance require that an employee be released from their regular assignment, the employee shall be excused without loss of pay or benefits.
- b. The Board acknowledges the right of the grievant to have the Association grievance representative and/or legal counsel present in the processing of a grievance at all levels, and no employee may be required to discuss any grievance without such representation and/or counsel.
- c. All documents, communications, and records dealing with the processing of a grievance shall be filed in the grievance file, which shall be maintained apart from the personnel file, along with any statement the employee may wish to make.
- d. Nothing contained in this grievance procedure shall prevent any individual from initiating a grievance against the District even though the Association may not support **them**. The number of days indicated at each step shall be considered as maximum. Time limits may be extended by mutual consent of both parties. The parties shall make every reasonable effort to expedite the processing of grievances filed near the end of the school year.
- e. Procedures may terminate at any level if the **complainant grievant** so indicates in writing or fails to pursue their **complaint grievance** within the specified time limit. Such termination shall be without prejudice and shall not establish precedent for future grievances.
- f. When a grievance is filed that similarly affects an identifiable group of employees, the Association shall have the right to process the grievance on behalf of such employees. The grievance shall be sufficiently specific to allow the District to respond without need for research on each employee allegedly harmed. In processing the grievance, the Association shall follow all contractual procedures, including the informal discussion.
- g. In accordance with the Association's responsibilities to provide fair representation for all employees, at the Association's request, the District will provide to the Association information needed to process each grievance, **providing provided** the Association will pay the cost of preparing materials not readily available.
- h. There shall be no restraint, interference, discrimination, or reprisal on any employee choosing to use, or refrain from using, this procedure for resolution of grievances, nor shall there be any restraint, interference, discrimination or reprisal exerted on any

witness or others who might be a party to, or contribute to, the solution.

THIS SECTION IS NOT GRIEVABLE BUT ANY VIOLATION OF ORS 243.672 MAY BE ADDRESSED BY THE ASSOCIATION FILING A COMPLAINT WITH THE EMPLOYMENT RELATIONS BOARD.

3. Levels of Grievance Procedures:

- a. Level One: Informal Discussion: Within thirty (30) days of the time the grievant first had knowledge or reasonably should have had knowledge of the action upon which the grievance is filed, they will discuss the grievance with the immediate supervisor, with the objective of resolving the matter informally. If the grievance involving the interpretation or application of this Agreement is filed by the Association on behalf of a group of employees who work in different locations or the grievance is related to the interpretation or application at a level that does not involve a direct supervisor, the Association may have the informal discussion with a Human Resource (HR) representative. The grievant or the Association will let the immediate supervisor or HR representative know prior to the meeting that the purpose of the meeting is to discuss an informal grievance.
- b. Level Two: If the grievant is not satisfied with the disposition of their grievance, they may file a written grievance with their immediate supervisor or if applicable, a HR representative. If the written grievance is not filed within thirty-five (35) days after the act or condition on which the grievance is based becomes known to the grievant, the grievance shall be considered as waived. This written grievance shall set forth the specific grounds upon which the complaint grievance is based, the contract clauses involved, and the remedy requested. The immediate supervisor or HR representative shall communicate their decision in writing within five-(5) ten (10) days to the grievant.
- b. Level Three: If the grievant is not satisfied with the disposition of their grievance at Level Two, or if no decision has been rendered within ten (10) days, after the grievance was delivered to the Supervisor or the HR representative, the grievant may, within ten (10) days, request in writing that the Association submit the grievance to arbitration. A copy of each request shall be delivered to the District. If the Association so determines, it may submit the grievance to arbitration within fifteen-(15) ten (10) days after receipt of a request by the grievant.
- c. Limited School Board Level: For grievances alleging a violation of Articles XVI and/or XVII only, if the grievant is not satisfied with the disposition of their grievance, they may file an appeal in writing to the Board within fifteen (15) days of the Level Two response. Any hearing conducted by the Board shall be in executive session. The Board shall render its decision within twenty (20) days of the hearing or, if no hearing is held, within thirty (30) days of receipt of the relevant documents. For these grievances, the decision of the Board shall be final and binding. The decision may not be appealed to arbitration.
- d.
- e.d. Within ten (10) days after such written notice of submission to arbitration, the Board District and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Employment Relations Board (ERB) by either party the Association.

The arbitrator so elected shall confer with the representatives of the Board District and the Association, and hold hearings promptly and shall issue a decision. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall have the power only to interpret this Agreement and determine if it has been violated. The decision of the arbitrator shall be submitted to the Board District and the Association, and shall be

final and binding on both parties.

4. General provisions related to Arbitration:

- a. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the **Board District** and the Association. Any other expenses incurred, including the cost of witnesses, shall be paid by the party incurring the expenses.
- b. No issue whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place following the execution date of this Agreement, and no arbitration determination or award shall be made by the arbitrator which grants any right or relief for any period of time whatsoever prior to the execution date of this Agreement.
- c. The arbitrator shall not have the authority to reinstate an employee who has been dismissed or whose contract has not been renewed.

B. Just Cause

1. The Association has recognized in another section of this contract the right of the Board to establish and enforce rules and regulations, not in conflict with this Agreement and to discipline professional employees for violation of these rules and regulations. However, no employee will be disciplined without just cause and unless the generally accepted rights of due process are protected. Employees accused of violating rules and regulations calling for disciplinary action shall have written notice of the charges.
2. Section B, Just Cause, does not apply to the dismissal or non-extension of a contract or probationary teacher or the non-renewal of a probationary teacher's contract (such matters are excluded because they are governed by the Fair Dismissal Law), nor does it apply to assignment to or retention in Differential (extra duty) or Teacher Leader assignments.
3. The dismissal or termination of employees not covered by the Accountability for Schools for the 21st Century (the Fair Dismissal Law, ORS 342.805-955), shall be governed by the following:
 - a. Employees not covered by the Fair Dismissal Law who have not completed three (3) years continuous employment with the District are not subject to the just cause standard. They shall be given a written copy of the reasons for dismissal, and upon written request within fifteen calendar days, shall be provided a hearing pursuant to the provisions of ORS 332.544. Upon request of the employee, Association representatives shall be allowed to attend the hearing. The decision of the School Board on the matters presented at that hearing shall be final.
 - b. Employees not covered by the Fair Dismissal Law who have completed three (3) years continuous employment with the District may appeal a dismissal to arbitration under the same standards and terms and conditions as set forth in ORS 342.905(6). ~~When the Fair Dismissal Appeals Board panel has completed its hearing, it shall prepare a written decision and send it to the contract teacher, the district superintendent, the district school board and the Superintendent of Public Instruction. The Fair Dismissal Appeals Board panel. The arbitrator~~ shall determine whether the facts relied upon to support the statutory grounds cited for dismissal or non-extension are true and substantiated. If the panel arbitrator finds these facts true and substantiated, it the arbitrator shall then consider whether such facts, in light of all the circumstances and additional facts developed at the hearing that are relevant to the statutory standards in ORS 342.865 (1), are adequate to justify the statutory grounds cited. In making such determination, the panel arbitrator shall consider all reasonable written rules, policies and standards of performance adopted by the school district board unless it the arbitrator finds that such rules, policies and standards have been so inconsistently applied as to amount to arbitrariness. The panel arbitrator shall not reverse the dismissal or non-extension if it the arbitrator finds the facts relied upon are true and substantiated unless it is ~~determinesd~~, in light of all the evidence and for reasons stated with specificity in its their

findings and order, that the dismissal or non-extension was unreasonable, arbitrary or clearly an excessive remedy.

- c. Article III, A. 4.c. will not apply to this section.

ARTICLE IV RATES OF PAY

A. Professional Compensation

1. The salary schedule for ~~Licensed Personnel~~Employees covered by this Agreement shall be set forth in Appendix A of this Agreement. The base schedule will be increased by ~~2%~~6.25% in fiscal year ~~2017-18~~2023-24 effective January 1, 2024, ~~2% in fiscal year 2018-19, 2.25% in fiscal year 2019-20, and 2.5%~~3.5% in fiscal year ~~2020-21~~2024-25.

Upon the date of ratification of this Agreement, active employees shall receive a one-time \$6,000 recognition and retention stipend. The stipend shall be paid out within 10 working days of ratification of this Agreement. Employees whose FTE is greater than or equal to 0.5 FTE shall receive the full \$6,000 stipend and employees whose FTE is less than 0.5 FTE shall receive \$3,000. Employees on a non-protected leave of absence for more than six (6) months are ineligible for the stipend. Employees on paid administrative leave will receive the stipend upon reinstatement. ~~The District and the Association agree to increase the 2020-21 base schedule by 3.0% for the 2021-22 fiscal year on July 1, 2021.~~

~~The District and the Association agree to increase the 2021-22 base schedule by 3.0% for the 2022-23 fiscal year on July 1, 2022.~~

B. Pay Column Change

1. An employee who completes course work which qualifies them for a change from one training level to another during the year, shall submit evidence of satisfactory completion to the District by September 15th or February 15th at 5:00 p.m.. The employee's salary shall be adjusted accordingly, effective on the first day of the month following approval of evidence by the District.
2. For registered nurses, licensed occupational therapists, licensed physical therapists, speech/language pathologists, social workers, athletic trainers, and audiologists, advancement on the salary schedule may be based on Continuing Education Units (CEU's) equivalent to college credit. In order to substitute CEU's for college credit, ten (10) clock hours of CEU's will equate to one (1) quarter hour of college credit. Employees must provide a certificate of completion as verification for each clock hour submitted. The certificate must indicate the number of clock hours and identify subject area and date of attendance. Employees may submit up to 240 clock hours of CEUs by the September and February deadlines as stated in Section C.1 of this Article. This cap only applies to CEUs earned since the last submission deadline and not CEUs previously earned and not yet submitted.

B.C. Administration of Differential Schedule

1. The Differential Schedule (Appendix B) will provide compensation for employees assigned to continuing tasks which involve the supervision of students and which occur outside the normal teacher day.
2. The Differential Schedule is organized by activity type. A Range number has been assigned to each activity grouping for reference purposes, unless otherwise indicated. Under the Range is the percent (Differential Factor) of compensation to be received from an assigned Step. Steps 1 through 16 below the Differential Factor represent pay column BA+0 hours on the regular licensed salary schedule. All differentials in Appendix B are factored from the BA+0 hours and the applicable step or MA+0 hours, step 4 pay column. Hence, if an employee is a first-time club advisor under Range 902, they will receive an annual differential amount of \$593.00 which is 1.5 percent of Step 1 on the BA+0 hours pay column for the 2017-2018 contract year.
3. An employee will not necessarily be at the same step of the differential schedule that they are on the teacher salary schedule.
4. Movement from one step to the next until the highest step is reached shall be automatic. An employee

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on the schedule whose performance is less than satisfactory may be relieved of their differential assignment.

5. The following considerations will govern the placement of an employee newly appointed to differential assignments on the schedule.
 - a. Each sport or activity will be considered unique. (Example: an individual appointed as a basketball coach who has coached football for several years, but has never coached basketball, will be considered as an inexperienced basketball coach.)
 - b. An individual moving from an assistant coach position in one sport to a head coach position in the same sport, or from middle school in one sport to senior high in the same sport, will be placed in the new differential range using a ratio of every two (2) years of experience equaling one (1) year of experience at the new varsity level.
 - c. Prior experience will be evaluated to determine placement on the differential schedule. Full credit will be given for comparable coaching experience in other districts.

6. Except for the Compensation compensation schedules, the Collective Bargaining Agreement shall not apply to extra-duty assignments: ~~Extra-duty assignment shall be considered supplementary to an~~ teacher's educator's basic contract and compensation or to other employees' compensation. Only District educators who have an extra-duty assignment(s) have rights to the grievance procedure (Article III of this Agreement) related to their extra-duty assignment. The District shall have no obligation to continue such assignments, compensation, or activities beyond the term of the extra-duty contract or assignment. However, it is understood that the District retains the right to assign extra-duty as it deems necessary.
 - a. In the event an employee coach does not complete the coaching differential assignment season, they shall receive no compensation for that part of the season assignment not actually worked. Any monies paid to them for such non-work time shall be repaid on a per diem pro-rata basis. Unless the employee teacher has resigned the position, the teacher employee shall be compensated no less than the sum of \$150.
 - b. When two (2) or more positions are consolidated, pay shall be seventy-five (75%) of the total pay of the positions consolidated. Example: an individual who coaches both the boys' and girls' senior high gymnastics will be compensated at the differential factor of 16.0 (2 x 10.5 = 21; 75% of 21 = 16).

- ~~7. The Differential schedule for Employees for Activities involving supervision of students beyond the regular employee day shall be set forth in Appendix B of this Agreement.~~

C.A. Pay Column Change

- ~~1. An employee who completes course work which qualifies them for a change from one training level to another during the year, shall submit evidence of satisfactory completion to the District by September 15th or February 15th at 5:00 p.m.. The employee's salary shall be adjusted accordingly, effective on the first day of the month following approval of evidence by the District.~~

- ~~2.1. For registered nurses, licensed occupational therapists, licensed physical therapists, speech/language pathologists, and audiologists, advancement on the salary schedule may be based on Continuing Education Units (CEU's) equivalent to college credit. In order to substitute CEU's for college credit, ten (10) clock hours of CEU's will equate to one (1) quarter hour of college credit. Employees must provide a certificate of completion as verification for each clock hour submitted. The certificate must indicate the number of clock hours and identify subject area and date of attendance.~~

D. Extended Season Pay

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1. For competition beyond the regularly scheduled season in the Oregon School Activities Association (OSAA) recognized activities listed in Section 2, additional compensation shall be paid to employees receiving a differential as designated below.
2. The following activities and designated employees are eligible for extended season pay:
 - a. Football: One head coach and two assistant coaches
 - b. Volleyball: One head coach and one assistant coach
 - c. Soccer: One head coach and one assistant coach
 - d. Cross Country: One head coach and one assistant coach
 - e. Basketball: One head coach and one assistant coach
 - f. Dance/Drill: One head coach and one assistant coach
 - g. Cheerleading: One head coach and one assistant coach
 - h. Baseball: One head coach and one assistant coach
 - i. Softball: One head coach and one assistant coach
 - j. Golf: One head coach

OSAA Individual Activities:

If more than 9 individual students qualify for extended season participation in any of the below activities, one additional coach receiving a differential will be eligible for extended season pay. If more than 14 individual students qualify, then one additional coach will be eligible for a total of two additional coaches.

- Track and Field: One head coach
- Tennis: One head coach
- Golf: One head coach
- Swimming: One head coach
- Wrestling: One head coach
- Cross Country: One head coach

3. Compensation for the extended season shall be based on a weekly rate calculated on an average twelve-week season (8% of the extra duty differential).
4. The extended season and weekly rate will start the first Monday following the OSAA Cutoff Date.

~~Oregon School Activities Association (OSAA) – recognized team sports (baseball, basketball, football, soccer, softball, volleyball) extended compensation shall be paid to varsity coaches involved in competition beyond the district level that is not part of the regularly scheduled season.~~

~~The following coaches are eligible for extended season pay:~~

| | |
|-----------------------|---|
| Baseball | (one head coach and one assistant coach) |
| Basketball | (one head coach and one assistant coach) |
| Football | (one head coach and two assistant coaches) |
| Soccer | (one head coach and one assistant coach) |
| Softball | (one head coach and one assistant coach) |
| Volleyball | (one head coach and one assistant coach) |

~~Compensation for extended season shall be based on a weekly rate calculated on an average twelve-week season (8% of the extra duty differential).~~

~~The extended week will start the first day following the adopted end of season date for each sport as established by the OSAA.~~

D.E. Teacher Leadership Differentials

1. Teacher Differentials listed below provide compensation for licensed teachers/employees assigned on an annual basis to provide professional leadership services rendered both within and outside the regular teaching contract day.
- 2.1. Teacher Differentials are compensated as follows:

| <u>Position</u> | <u>Percent of Salary of M+0 hours, step 4 Experience Salary</u> |
|---|---|
| TAG Advocate (small elem. schools*) | 1.2 |
| Middle School Activity Advisor | 1.5 |
| TAG Advocate (large elem. schools) | 2.4 |
| Teacher, Media Specialist, Lead, High School | 3.1 |
| Elementary Team Leader | 7.0 |
| Middle School Team Leader | 7.0 |
| High School Site Council Chair/Facilitator | 7.0 |
| Program Assistant | 8.0 |
| High School Department Coordinator | 9.1 |
| High School Activity Advisor | 9.1 |
| Program Associate | 9.1 |

*Small schools are defined as those with a student population of fewer than 200 as of October 1 of a given year. ~~The teacher leader work load and time requirements for this differential are expected to be similar to those of department coordinators at the high schools and the team leaders at the middle and elementary schools.~~ Most work of the teachers receiving this differential should be accomplished inside the contracted work week. The differential is intended to compensate the teacher for the additional leadership responsibilities and time spent beyond the normal workday. If days are required beyond the contract year, compensation will be provided. School psychologists shall receive differential compensation based on 30 percent of their actual salary.

2. Teacher Leaders

Elementary, middle, and high school leaders will receive a stipend of \$2,500 for their support of academic and curricular initiatives during and outside contract hours. Experience and expertise are among appropriate factors in the consideration of teacher leaders. Teacher leaders will be a part of the building/worksites leadership teams. Teacher leaders will **apply and be selected** annually by the principal. This provision becomes effective on July 1, 2024.

- Elementary schools may have up to six (6) teacher leaders per building.
- Middle schools may have up to eight (8) teacher leaders per building.
- High schools may have up to ten (10) teacher leaders per building.
- Small sites/programs and alternative settings should follow the level that best matches their size with a minimum of two (2) teacher leaders.

E.F. Special Education Differential

- Effective January 1, 2024, sSpecial education instructors, nurses and speech/language pathologists shall receive a differential of ~~7.4%~~9.1% per year based on the rate of MA + 0 hours, step 4. This differential shall be pro-rated based on FTE.
- Most work of these staff should be accomplished inside the contracted work week. This differential is intended to compensate for additional leadership responsibilities and time spent completing paperwork and attending IEP meetings beyond the normal workday. If days are required beyond the contract year, compensation will be provided.
- Special Education staff who are directed to act as the District Representative (DR) in an IEP meeting, in accordance with district policy, will be eligible for additional earnings if the meeting is held outside the contract day for a student for whom they are not the case manager.
- Staff who schedule IEP meetings will make every effort to avoid scheduling meetings outside the normal contract day. The District will make efforts to provide a substitute, if one is available, for meetings during the contract day.

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F.G. Bilingual Differential for Bilingual or Dual Language Classrooms

- 1. Effective January 1, 2024, Classroom teachers who are assigned to work as a teacher in a bilingual setting in which the second language is a requirement of daily instructional delivery shall receive a differential of 4%-8% per year based on the rate of MA+0, step 4. This does not include world language teachers. The differential will be pro-rated to match the teacher's bilingual or dual language-assigned FTE. For employees whose FTE is less than 0.50 in their Dual Language role, they will receive a 4% differential. (NOTE: SKEA will drop its grievance over this provision, contingent on paying all impacted members of the grievance the full 4% dual language differential, as of April 2023.)

H. Bilingual Differential for all other positions

- 1. Employees may qualify for a language differential of four percent (4%) per year based on the rate of MA + 0 hours, Step 4 if all of the following requirements are met:
 - a. The employee demonstrates proficiency in a second language other than English, based on the District's assessment requirements. Any assessment fees will be paid by the District.
 - b. The employee regularly provides direct service to students or families in a language other than English, which is necessary due to the nature of their current role, as mutually agreed upon between the supervisor and the employee.
 - c. This differential does not cover work beyond the contract day.
 - d. This differential will be awarded to employees on a year-to-year basis upon the needs of the District.

- 2. Employees may qualify for a language differential of four percent (4%) per year based on the rate of MA + 0 hours, Step 4 if all of the following requirements are met:
 - a. The employee demonstrates proficiency in a second language other than English, based on the District's assessment requirements. Any assessment fees will be paid by the District.
 - b. For employees whose role does not require the use of a second language, the employee's supervisor identifies in writing additional duties which include the use of a second language.
 - c. This differential may cover work beyond the contract day not to exceed 40 hours annually.
 - d. This differential will be awarded to employees on a year-to-year basis upon the needs of the District.

- 3. No retroactive pay will be given for any work performed prior to successfully passing the District's language assessment.
- 4. Employees receiving a proration of the bilingual differential for bilingual or dual language classrooms in section G above are eligible for this differential.
- 5. District assessments shall be available by June 30, 2024.

I. ELL Facilitator Differential

Differential Rates:

| <u>Number of Y and T Students on Caseload as of October 1, each year</u> | <u>Differential Percentage</u> |
|--|--------------------------------|
| <u>0-50 Students</u> | <u>2%</u> |
| <u>51-100</u> | <u>3%</u> |

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| | |
|----------------|-----------|
| <u>101-150</u> | <u>4%</u> |
|----------------|-----------|

1. Facilitators will receive the listed differential based on MA+0, step 4 of the salary schedule. The ELL Y and T student count is based on the population as of October 1 each year and teachers fulfilling these positions will receive the differential in their monthly pay.
2. When an ELL Facilitator reaches the cap of 150 students on their caseload, another ELL Facilitator will be added to the school. Schools with multiple facilitators will divide the student caseload as evenly as possible so that each facilitator has approximately the same number of students they are responsible for in a given building. In the event another facilitator cannot be hired, the cost of the differential for the unfilled facilitator position will be used to pay for a substitute teacher to allow release time of an existing ELL Facilitator to complete the work due to the additional student caseload according to the ELL Facilitator Caseload Chart (Appendix C). Once an additional ELL Facilitator(s) is (are) in place, substitute time will be reduced or will no longer be issued to the ELL Facilitator(s) accordingly.
3. ELL Facilitators shall be paid for three facilitator meetings; first year facilitators will be paid for one additional meeting for the purpose of ELL Facilitator orientation. If additional meetings are offered during the school year, facilitators may attend, but will not be required nor paid for attending additional meetings.

J. Site-Based Demonstration Teachers

1. A differential will be paid to a licensed teacher who takes on the duties of a Demonstration Teacher in certain school sites. The differential will be 7% based on MA+0, step 4.
2. Demonstration Teachers receiving the differential will be expected to work closely with the University Supervisors and debrief models of classroom teaching with visitors (pre-service and in-service teachers primarily) who observe in the learning lab classrooms as part of the role of a Demonstration Teacher.
3. The differential will be reflected in the monthly pay of the teachers. Should a Demonstration Teacher resign, go on leave or be transferred out of the Demonstration classroom or school, the differential will be pro-rated based on the time served in the position and monthly payments may be adjusted or discontinued.

K. National Board Certification or Doctorate Degree

An employee who holds national board certification or a doctorate degree granted by an accredited college or university shall receive a one-time stipend of \$1,000. This stipend shall be issued one time only during the employee's career in the District. If the employee is less than full-time, the stipend shall be prorated based on the ratio of the employee's FTE workweek to the normal full-time workweek.

For the life of this agreement, this stipend will be paid to employees holding the following national board certification:

1. National Board Certification issued by the National Board for Professional Teaching Standards.
2. Certificate of Clinical Competence awarded by the American Speech and Hearing Association.
3. National Counselor Certification issued by the National Board of Certified Counselors.
4. National Board Certification issued by The National Board for Certification of School Nurses, Inc.
5. National certification (issued after second renewal) by the National Board of Certification in Occupational Therapy, Inc.

G.L. Extended Work Day/Year and School Event

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1. An employee who is employed in a professional capacity ~~required~~ to work beyond the contract year shall be paid at the per diem rate of their annual salary.
2. An employee who is employed in a professional capacity beyond the regular workday shall be paid at the employee's per diem hourly rate.
 - a. Upon employee request and with documented approval of the employee's supervisor, in lieu of pay, the District will allow flex time off.
 - b. Situations which formerly qualified for flex time--such as open house, orientation, back-to-school night, field trip, in-school parent conference--shall also be subject to the provisions of this section.
 - c. The provisions of this section shall not apply to one (1) school event outside scheduled contract hours (approximately 1.5 hours) per school year.
 - d. Any flex time accrued must be used within the school year in which it was earned during non-student contact time.
3. The employee's per diem hourly rate shall be paid for work required on weekends.
4. ~~A new employee required by the District to work beyond the teacher contract year shall be compensated at the per diem rate of their annual salary.~~
- 5.4. A part-time teacher who occupies a portion of a full-time equivalency will be compensated at their per diem hourly rate when they are employed as a substitute for the other portion of the same full time equivalency (Job Share only).

H.M. Job Sharing

1. In the event that an employee request for job sharing is denied, the hiring supervisor, upon employee request, shall furnish the employee with the reasons in writing for the denial within ten (10) working days.
- 4.2. Employees who job share may be required to attend in-service and/or parent teacher conference time with their job share counterpart that is outside of their regular work schedule without additional compensation. This shall be limited to no more than 8 hours of time, annually.

I.N. Sick Leave Retirement Incentive (ERI) Benefit (SLRB)

An employee who meets the eligibility criteria for receipt of the Public Employees Retirement System retirement benefits and who is under the age of sixty-seven (67) and who is between the ages of fifty-five (55) and sixty-five (65) who elects to take early retirement shall be paid a lump sum benefit as described in item 4 (a).

1. Such employees will have given the District a minimum of sixty days' notice of early retirement.
2. In order to be eligible for the sick leave retirement benefit (SLRB) an employee must have been regularly employed for ten (10) years in the District, the last three years of which must have been consecutive.
3. In order to be eligible for the benefit SLRB an employee who has not reached the age of fifty-eight (58) must have twenty-nine (29) years of accredited service in the Public Employees Retirement System (PERS). NOTE: Eligibility for full PERS retirement benefit is 30 years of accredited service or age 58. Eligibility for full OPSERP retirement benefit is 30 years of accredited service or age 65.
4. Eligibility for SLR ~~early retirement benefits~~ is subject to the conditions listed in the opening paragraph of Section OG and is limited to teachers who were employed by the district on March 4, 2005.

Employees who retire ~~early (between age 55 and 65), after June 30, 2017,~~ qualify for sick leave

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buy back of up to 200 days of unused leave at \$50 per day. This benefit does not affect using sick leave in PERS retirement calculations.

~~Eligibility for sick leave buy back benefits is limited to teachers who meet the criteria set forth above and who were employed by the district on March 4, 2005.~~

5. Retiring employees may elect to continue participation in District group insurance plans, at their own expense, in accordance with state law, insurance company rules, and District procedures.

~~J.A. Site-Based Demonstration Teachers~~

- ~~1. A differential will be paid to a licensed teacher who takes on the duties of a Demonstration Teacher in certain school sites. The differential will be 7% based on MA+0, step 4.~~
- ~~2.1. Demonstration Teachers receiving the differential will be expected to work closely with the University Supervisors and debrief models of classroom teaching with visitors (pre-service and in-service teachers primarily) who observe in the learning lab classrooms as part of the role of a Demonstration Teacher.~~
- ~~3.1. The differential will be reflected in the monthly pay of the teachers. Should a Demonstration Teacher resign, go on leave or be transferred out of the Demonstration classroom or school, the differential will be pro-rated based on the time served in the position and monthly payments may be adjusted or discontinued.~~

~~K.A. National Board Certification or Doctorate Degree~~

~~An employee who holds national board certification or a doctorate degree granted by an accredited college or university shall receive a one time stipend of \$1,000. This stipend shall be issued one time only during the employee's career in the District. If the employee is less than full time, the stipend shall be prorated based on the ratio of the employee's workweek to the normal full time workweek.~~

~~For the life of this agreement, this stipend will be paid to employees holding the following national board certification:~~

- ~~1. National Board Certification issued by the National Board for Professional Teaching Standards.~~
- ~~2.1. Certificate of Clinical Competence awarded by the American Speech and Hearing Association.~~
- ~~3.1. National Counselor Certification issued by the National Board of Certified Counselors.~~
- ~~4.1. National Board Certification issued by The National Board for Certification of School Nurses, Inc.~~
- ~~5.1. National certification (issued after second renewal) by the National Board of Certification in Occupational Therapy, Inc.~~

~~L.A. Extended Season Pay~~

- ~~1. Oregon School Activities Association (OSAA) recognized team sports (baseball, basketball, football, soccer, softball, volleyball) extended compensation shall be paid to varsity coaches involved in competition beyond the district level that is not part of the regularly scheduled season.~~

~~The following coaches are eligible for extended season pay:~~

- ~~a. Baseball (one head coach and one assistant coach)~~
- ~~b.a. Basketball (one head coach and one assistant coach)~~
- ~~c.a. Football (one head coach and two assistant coaches)~~
- ~~d.a. Soccer (one head coach and one assistant coach)~~
- ~~e.a. Softball (one head coach and one assistant coach)~~
- ~~f.a. Volleyball (one head coach and one assistant coach)~~

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~~2.1. Compensation for extended season shall be based on a weekly rate calculated on an average twelve-week season (8% of the extra duty differential).~~

~~3.1. The extended week will start the first day following the adopted end of season date for each sport as established by the OSAA.~~

Appendix C
ELL Facilitator Differential Chart

| Student Load | Number of Facilitators | Missing Facilitator(s) ? | Differential per Facilitator | Differential % converted to sub time. | Number of missing Facilitators | Total Differential allocation to the building |
|--------------|------------------------|--------------------------|------------------------------|---------------------------------------|--------------------------------|---|
| 1 to 50 | 1 | No | 2% | NA | NA | 2% |
| 51 to 100 | 1 | No | 3% | NA | NA | 3% |
| 101 to 150 | 1 | No | 4% | NA | NA | 4% |
| 151 to 200 | 2 | No | 3% | NA | NA | 6% |
| 151 to 200 | 1 | Yes | 4% | 2% | 1 | 6% |
| 201 to 300 | 2 | No | 4% | NA | NA | 8% |
| 201 to 300 | 1 | Yes | 4% | 4% | NA | 8% |
| 301 to 450 | 3 | No | 4% | NA | NA | 12% |
| 301 to 450 | 2 | Yes | 4% | 4% | 1 | 12% |
| 301 to 450 | 1 | Yes | 4% | 8% | 2 | 12% |
| 451 to 600 | 4 | No | 4% | NA | NA | 16% |
| 451 to 600 | 3 | Yes | 4% | 4% | 1 | 16% |
| 451 to 600 | 2 | Yes | 4% | 8% | 2 | 16% |
| 451 to 600 | 1 | Yes | 4% | 12% | 3 | 16% |
| 601 to 750 | 5 | No | 4% | NA | NA | 20% |
| 601 to 750 | 4 | Yes | 4% | 4% | 1 | 20% |
| 601 to 750 | 3 | Yes | 4% | 8% | 2 | 20% |
| 601 to 750 | 2 | Yes | 4% | 12% | 3 | 20% |
| 601 to 750 | 1 | Yes | 4% | 16% | 4 | 20% |
| 751 to 900 | 6 | No | 4% | NA | NA | 24% |
| 751 to 900 | 5 | Yes | 4% | 4% | 1 | 24% |

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| | | | | | | |
|-------------|---|-----|----|-----|----|-----|
| 751 to 900 | 4 | Yes | 4% | 8% | 2 | 24% |
| 751 to 900 | 3 | Yes | 4% | 12% | 3 | 24% |
| 751 to 900 | 2 | Yes | 4% | 16% | 4 | 24% |
| 751 to 900 | 1 | Yes | 4% | 20% | 5 | 24% |
| 901 to 1050 | 7 | No | 4% | NA | NA | 28% |
| 901 to 1050 | 6 | Yes | 4% | 4% | 1 | 28% |
| 901 to 1050 | 5 | Yes | 4% | 8% | 2 | 28% |
| 901 to 1050 | 4 | Yes | 4% | 12% | 3 | 28% |
| 901 to 1050 | 3 | Yes | 4% | 16% | 4 | 28% |
| 901 to 1050 | 2 | Yes | 4% | 20% | 5 | 28% |
| 901 to 1050 | 1 | Yes | 4% | 24% | 6 | 28% |

The ELL Facilitator Chart will be used as guidance by the parties to maintain a shared document containing: all facilitators, their worksites, assigned differentials, converted sub time (if any), and student caseload. The shared document will be adjusted as appropriate if/when facilitator positions are vacated or filled.

TA John Beight 3/26/2024 - for the District
 Tyler Seal Lakeberg - SKEA

TA - 10/12/23

T. Scialo-Lakeberg

TA - 10/12/2023 John Reiser

ARTICLE V PAY POLICIES

A. End of Year Pay

- 1. Each employee shall be paid on basis of twelve (12) payments, the last working day of the month.
- 2. Prior to the end of the fiscal year, June 30, the balance of contract payments will be made by three (3) checks/transfers.
- 2.3. The District has the right to recover overpayments or unearned paid leave and/or salary from an employee's payroll. Recovery of funds will be in accordance with District procedure FIS-P026: Recovery of Employee Overpayment (as posted July 15, 2022).

B. Dues and Payroll Deductions

- 1. The District will deduct dues, fees, and any other assessments or authorized deductions from the employee's payroll and issue to the Association in accordance with the payroll- deduction authorizations signed by members. The Association will provide the District with a list identifying the employees who have authorized dues deductions and the amount to be deducted. The District shall rely on the list to make the deductions and remit payment to the SKEA-OEA-NEA (United Teaching Profession). The Association will provide the District with the list annually by October 10 (or the next regular business day) of each year.

The District shall deduct monthly dues from the regular salary checks of employees in nine (9) equal payments starting in October and ending in June, each month that deductions are authorized. The District will provide to the Association between the 5th and the 10th of each month a list of employees in the bargaining unit with their FTE, dues taken in the previous pay period, and any discrepancies from anticipated dues with explanations. The Association will provide the District with a list of changes to dues from the previous month and a report of expected dues for the current month within one week of receipt of the District's report. Changes to the dues deduction list must be delivered to the District by the 12th of the month prior to the effective payroll date upon which the deduction is to be made. If the District fails to make an authorized deduction and remit payment to the Association, the District will be liable to the Association, without recourse against the employee, for the full amount that the District failed to deduct and remit to the Association.

- 2. A list of employees on Association dues deduction shall be sent to the Association, together with the remittance due to the United Teaching Profession within ten (10) days after the monthly salary payment has been received by the employees of the District.
- 3. Upon appropriate written request from the employee, the District shall deduct from the salary of any employee and make appropriate remittance for the following approved deductions:

- ~~Savings Bonds~~
- Flexible Spending Accounts (FSAs)
- United Way/United Community Foundation
- Health Savings Accounts (HSAs)
- Board Approved Insurance Programs
- Marion-Polk Credit Union
- Tax Sheltered Annuity
- Salem Keizer Education Foundation
- OEA Foundation
- NEA Fund for Children
- OEA PIEPAC
- ~~Salem Keizer Political Action Committee~~

- 4. **The District shall provide to the Association five times annually on August 1, September**

12, October 15, February 10, and May 25 (or the last business day prior to the date) in an editable file format, the following information for each employee in the bargaining unit:

- a. Employee name and date of hire
- b. All known phone numbers to include: cellular, home, and work
- c. Work and personal email addresses
- d. Home address or personal mailing address
- e. Employee number and FTE
- f. Job title, physical work location, current position on salary schedule, and any differentials. The Association will be advised via electronic communication of new hires within ten (10) calendar days of hire. This communication will include the information outlined above in Article V B.4 for each new hire in an editable file format.

- 5. The District, at employee's request, will correct any District payroll error within five (5) working days of the employee's request.
- 6. The Association agrees to indemnify, defend, and hold the District harmless from employee or former employee claims, orders, or judgments against the District concerning the dues deductions procedures outlined in this agreement.

The Association's obligations are contingent upon the District: 1) giving the Association at least 30 days notice, in writing of any claim; 2) cooperating with the Association and its designated counsel in the defense of the claim.

In the event the District properly invokes this provision, the Association will provide the attorney to defend against the claim. In the event the District wishes to use its own attorney, the District will pay the fees and costs of said attorney.

TENTATIVE AGREEMENT

For the District Date

For the Association Date

ARTICLE VI EXPENSES REIMBURSEMENTS

A. Travel Expense

- 1. An employee shall receive travel expenses at the non-taxable mileage rate allowable under IRS rules when required or approved by the District to use their automobile on District business.
- 2. When an employee is required by the District to be out of town overnight on District business they shall be allowed per diem in accordance with District travel policies FIS-A001, FIS-P004 and FIS-W005, for meals with the exception of banquets, and reasonable expenses for lodging.

B. Pupil Transportation

An employee transporting students, with the advance approval of principal or immediate supervisor, shall be compensated at the non-taxable mileage rate allowable under IRS rules for use of **their** own automobile while on school business.

C. Tuition Reimbursement

- 1. At employee request the District shall provide tuition ~~reimbursement~~/professional development ~~reimbursement using hourly rates charged at Western Oregon University for up to three (3) undergraduate or three (3) graduate hours per fiscal year,~~ up to a maximum of ~~\$1,000~~\$1,500 per member employee per fiscal year, ~~not to exceed the funds designated by the Professional Development Committee and provided the tuition is not otherwise paid for from another grant or program. At District option the District may limit its expenditures for this provision to \$500,000~~\$138,000 annually per fiscal year.
- 2. Employees may seek tuition reimbursement for completion of Continuing Education Units (CEU's) on a prorated basis within their area of licensure. In order to substitute CEU's for college credits, ten (10) clock hours of CEU's will equate to one (1) quarter hour of college credit. Employees must provide a certificate of completion as verification for each clock hour submitted. The certificate must indicate the number of clock hours and identify subject area and date of attendance.
- 3. In addition, the District shall provide tuition reimbursement for courses it requires employees in the District to complete.
- 4. Employees may submit to the District for reimbursement receipts for memberships to recognized professional organizations associated with the employee's work responsibilities. These reimbursements will be limited to no more than \$100 annually and will count towards the employee's overall Tuition Reimbursement as outlined in C.1 of this article. A list of organizations will be agreed upon by the parties through the joint advisory committee on Professional Development to submit to the District for approval each year. Prior written approval must be obtained from the District before registering for such courses, and reimbursement will conform to procedures established by the Superintendent or their designee.

D. ~~Statewide Inservice Day~~

- 1. ~~The District will reimburse each employee driver for mileage driven at the non-taxable mileage rate allowable under IRS rules. In addition to mileage reimbursement, the District shall reimburse each Statewide Inservice Day participant for up to \$20 of registration fees annually. Each employee shall make a reasonable effort to car pool. Carpooling, however, shall not constitute a prerequisite for funding under the provision.~~

TA 1/31/2024
John Beight
for the District

T. Sadler
Skea

Tentative Agreement

ARTICLE VII EMPLOYEE BENEFITS

A. Insurance

1. ~~The maximum District contribution for plans selected will be \$1,245 for the 2017-18 insurance year, \$1,270 for the 2018-19 insurance year, \$1,310 for the 2019-20 insurance year, and \$1,350 for the 2020-21 insurance year.~~

~~The maximum District contribution for plans selected will be \$1,375 for the 2021-22 insurance year and \$1,400 for 2022-23 insurance year.~~

The maximum District contribution for plans selected will be \$1,400 for the 2023-2024 insurance year and \$1,500 for the 2024-2025 insurance year.

1. If the premium for the plans selected exceeds the maximum District contribution per employee per month as of October 1 of any year, the excess shall be withheld through monthly payroll deduction. The Association may notify the District in writing prior to December 1 of any year of intent to change benefits and/or carriers specified in section 1 above, in order to maintain the premium at or below the maximum District contribution. After timely notification, Association requested changes shall be made effective January 1 of the same school year.

2. The District shall contribute a portion of the insurance premium for employees who are scheduled to work less than full-time. The District's contribution shall be prorated based on the ratio of the employee's scheduled workweek to the normal full-time workweek. Provided, however, that with regard to employees who are scheduled to work twenty hours per week or less, the District need not make a contribution, unless the carrier certifies that the employee shall receive a prorata benefit in return for the prorata contribution.

3. A Section 125 Plan shall be available to all unit members for utilization of eligible expenses from pre-tax dollars.

4. The District will contribute \$100 a month to all eligible employees' Health Savings Accounts (HSA).

5. Two Employees Employed by the District Benefit (Formerly "Two on Contract")

When married couples or domestic partners are both employees of the District, they may elect to combine their full insurance contributions to pay their plan premiums. They may use up to the equivalent of insurance contribution caps for both employees. The following is required to qualify for this benefit:

a. Both the employee and spouse or domestic partner work for the District.

b. Both the employee and spouse or domestic partners are both benefit eligible.

c. Both benefit eligible employees complete and sign a form enrolling in this benefit arrangement.

d. Two Employees Employed by the District Benefit requires:

1. One spouse or the domestic partner who are both employees, declines the medical, dental, and vision enrollments offered by the District.

2. The other spouse or domestic partner employee enrolls all eligible family members in a medical, dental, and/or vision plan offered by OEGB.

3. The family has one set of medical, vision, and dental benefits and is not double covered through the District.

e. If the employee and/or spouse or domestic partner work part-time and receive a pro-rated District contribution, the District will pay up to 100% of the pro-rated contribution for each person.

f. Any premium amount not covered by the District contribution is paid by the employee.

B. Public Employees Retirement System Pickup

The District shall not withhold from employee's monthly salaries the contributions required by O.R.S. 238.200; and shall continue to "pick up", assume, and pay a six percent (6%) employee contribution to the Public Employees Retirement Fund for the employee members then participating in the Public Employees Retirement System. Such "pick-up" or payment of employee member monthly contributions to the system shall continue until the termination of this agreement. Should the statutory established pick-up rate fall below six percent (6%), the BA+0 hours, Step 1, salary schedule figure shall be increased by one and one-half percent (1.5%) for each one percent the pick-up rate is lowered. The full amount of required employee contributions "picked up" or paid by the District on behalf of the employees pursuant to this agreement shall be considered as "salary" within the meaning of O.R.S. 238.005 (8) for the purpose of computing an employee member's "final average salary" within the meaning of O.R.S. 238.005 (12) but shall not be considered as "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to O.R.S. 238.200. Such "picked-up" or paid employee contributions shall be credited to employee accounts pursuant to O.R.S. 238.200 (2) and shall be considered to be employee contributions for the purpose of O.R.S. 238.005 to 238.325.

C. Employee Assistance Plan

The District will provide an Employee Assistance Plan (EAP) which allows each employee to refer themselves confidentially to the EAP provider. To protect confidentiality, any data which the provider transmits to the District shall be summary only. The Employee Assistance Plan will include individual and/or family counseling.

TA 3/25/2024 John Beight - for the District
3/26/24 Tyler Svoboda Lakeby SKCA

TA

ARTICLE VIII LEAVES

A. Leaves with Pay

1. Sick Leave

a. In accordance with provisions of ORS 332.507 and ORS 653.601, an annual ten (10) days of sick leave with pay shall be allowed each employee who is employed for a full school year. Eleven (11) days shall be allowed for each employee who is employed on an extended contract of 220-239 work days per year, and twelve (12) days shall be allowed for each employee who is employed on an extended contract of 240 or more days per year. Sick leave not used shall be cumulative without limit, and may be used at a future time subject to the following conditions:

- (1) An employee who serves for a fraction of the school year or school day shall receive benefits on a prorata basis.
- ~~(1)(2)~~ The sick leave in Section A.1.a of this Article will apply to the illness or injury of the employee and their qualifying family members. Qualifying family members include the following: spouse, domestic partner, child (including adopted, stepchild, foster child), domestic partner's child, parent, parent-in-law, domestic partner's parent, grandparent, grandchild, and any individual whom an employee has or had an in loco parentis relationship as defined under ORS 653.601.
- ~~(2)(3)~~ The District may require certification by a health care provider as a condition of allowance of sick leave if it appears that an employee may be falsifying or abusing sick leave privileges. Certification of one or more physicians that an illness or injury prevents an employee from carrying on the employee's duties will not usually be required unless the employee is absent in excess of ten (10) consecutive contract days. ~~The District may require such certification as a condition of allowance of sick leave at any time if it appears that an employee may be abusing sick leave privileges~~The District may contact an employee prior to the tenth (10) day to provide information about other leave provisions that may apply to their situation, ~~or when an employee is absent in excess of ten consecutive contract days.~~
- ~~(3)(4)~~ Sick leave will be frontloaded to an employee after the employee has worked one full day in a new contract year. Exceptions may be made for employees who experience a need for leave on the first day of work due to unforeseen circumstances (e.g. on the job injury, emergency situation, etc.) An employee who is scheduled to work, assigned for a school year but is unable to report to work assume assigned duties at the start of that year shall be allowed to use their accrued sick leave from previous year(s), sick leave up to, but not to exceed the maximum accumulated prior to the start of that year, to be paid the same as though the sickness or injury had been incurred after a return to duty for the school year.
- (5) If medical evidence indicates the employee could return to duty, and fails to do so upon written request, the employee may be subject to discipline up to and including dismissal, employment may be terminated by the School Board, as recommended by the Superintendent.
- ~~(4)(6)~~ If an employee exhausts their sick leave prior to earning that year's sick leave and ends their employment, the District will require the employee to reimburse the District the time that was paid, but not earned for that year from their final payroll. This does not apply to an employee who takes an unpaid leave as long as the employee returns to work for the District.

~~(5)~~(7) An employee shall not consider sick leave as a right which allows absence at any time for other than personal disability resulting from illness or injury, or that of a family member, and sick leave shall not be considered as available upon separation of employment, either in time or in dollars.

~~(6)~~(8) At the time of original employment or subsequent reemployment by the District, an employee who was previously employed in an Oregon school district shall be credited with unused sick leave, up to 75 days, accumulated in and reported by such prior district or districts; provided, however, that:

- (a) In the calculation no single sick leave day will be counted more than once.
- (b) Such sick leave will not be credited to the employee's account until the employee has completed thirty (30) working days with the District.

~~(7)~~(9) Sick leave will not be earned during a period when an employee is on leave without pay.

- b. An employee on sick leave shall not engage in any other form of employment during the usual hours of service to the District without obtaining the approval of the District prior to the start of such employment.
- c. The absence of an employee, because of illness or accident for which they receive compensation from the District workers compensation insurance carrier shall be considered as sick leave. Such compensation for the time lost (but not disability settlements) shall be deducted from –sick leave compensation paid to the employee by the Salem Keizer School District. However, the amount of sick leave time charged against the employee's sick leave account shall be only that portion of each day for which the employee is actually compensated by the District.

Example: An employee received \$10 per day compensation during an absence. Their regular salary is \$20 per day. Assuming that the employee has sufficient current or accumulated sick leave to cover the period in question, sick leave pay from the District would be \$20 minus \$10 per day for each day that the insurance carrier compensated the employee. The sick leave time deducted from the sick leave account would be 10/20 of one day for each day the employee is absent and compensated by the insurance carrier.

- d. On each payday each employee will receive a payroll advice noting the current sick leave balance reflecting the most current timekeeping. However, the District reserves the right to adjust the balance based on final timekeeping should there be a timekeeping or calculation error that is later discovered.

2. Paid Family Medical Leave Insurance

- a. For purposes of administering Oregon's Paid Family and Medical Leave Insurance (PFMLI) program, the District has the option to change to or from a state plan and a state approved equivalent plan provided employee contributions with an equivalent plan do not exceed the amount that an eligible employee would otherwise be required to contribute with a state plan. PFMLI will run concurrently with OFLA/FMLA.
- b. Employees must make the decision to run their paid leave accruals concurrently with PFMLI when providing notice of their foreseeable leave to the Leaves department. Employees will enter the amount of their accruals they want to use in the absence management system and will be subject to payroll deadlines. If advanced notice is not possible due to an emergency or unforeseeable event, the employee must notify the Leaves department as soon as

possible.

- c. If an employee's PFMLI leave is extended, the employee will be allowed to modify their paid leave accrual election at that time. Any wages paid to an employee based on the employee's paid leave accrual election will be final and not subject to a repayment or restoration of accruals.

2. Bereavement Leave

- a. Bereavement leave with pay, not to exceed five days per bereavement, shall be granted to each employee due to the death of a ~~family member~~ member of the immediate family. ~~Family member~~ The immediate family shall be defined as parents, ~~parent~~ parent in-laws, ~~to include~~ spouse, ~~qualified~~ domestic partner, children (including ~~foster, adopted, step-~~ foster, adopted, step- children and ~~a children towards~~ whom the employee stands in loco parentis), grandparents and grandchildren, brother and sister (including step-brother and step-sister), uncle, aunt, nephew, and niece. This leave may be entered by the employee through the normal absence reporting system. Employees are required to identify the relationship to the employee in the system. The purpose of this leave is to allow the employee the necessary time to attend the funeral and to take care of other necessary arrangements. The District may request documentation to support an employee's bereavement leave if it appears that an employee may be abusing the leave.
- a.b. The District will run this contractual bereavement leave concurrently for employees who elect to utilize the state leave. Employees require approval for state leave by the Benefits and Leaves Department. If employees access bereavement leave through state leave laws, employees have sixty (60) days from the date they have knowledge of the death of a family member to utilize leave.
- b.c. Up to one-half ~~One~~ day of bereavement leave will be granted to attend the funeral of a close ~~personal~~ friend one time per year. The supervisor will work with employees to have representatives of the staff attend the funeral of a student, a colleague or close relative of a colleague.

3. Personal Leave

- a. Three (3) days of personal leave with pay shall be granted to each full-time employee who is contracted for the total school year. This leave is non-accumulative. The leave is to be taken in accordance with the conditions below:
- (1) The leave will not be used to participate in Association activities.
 - (2) The leave will not be used to seek or accept employment elsewhere unless the employee has been non-renewed or non-extended.
 - (3) The leave will not be used for personal illness unless all accumulated sick leave days have been exhausted.
 - (4) The following restrictions apply to the use of personal leave:
 - The first three student days of the school year
 - The last three student days of the school year
 - (5) When a substitute is required, the following restrictions apply to the use of personal leave:
 - One day prior to winter break
 - One day prior to spring break
 - One day after spring break

- One day after winter break
- The day prior to a paid holiday.

~~Personal leave may not be granted during the first five student days or the last five student days of the school year, nor four (4) days immediately prior to winter or spring break or one (1) day immediately after winter or spring break, nor the day prior to a holiday.~~ Exceptions may be made for once-in-a-lifetime events (i.e. ~~son or daughter~~child's wedding, graduation). Emergency leave for an event which is beyond the control of the employee may be used during these periods when personal leave is not allowed.

(6) An employee who serves for a fraction of the school year or school day shall receive the benefit on a prorata basis.

(7) Personal leave hours will be frontloaded to an employee after the employee has worked one full day at the start of a new school year.

4. Family Illness Leave

a. Leave with pay, in addition to covering disability of an employee shall also cover absence, not to exceed five (5) days per school year, due to illness of a member of the immediate family of the employee. The immediate family shall be defined as blood relations and in-laws, to include spouse, domestic partner, children (including step-children and children towards whom the employee stands in loco parentis), parents (including step-parents), grandparents and grandchildren, brother and sister (including step-brother and sister), uncle, aunt, nephew, and niece. When the family member resides outside the employee's household, the illness must be serious in order for the employee to take leave.

b. An employee who serves for a fraction of the school year or school day shall receive the benefits on a prorata basis.

a-c. Family Illness Leave hours will be frontloaded to an employee after the employee has worked one full day at the start of a new school year. If an employee exhausts their family leave and their employment ends with the District prior to earning the current year's family leave, the District will require the employee to reimburse the District for the time that was paid, but not earned.

5. Legal Leave

Absence from assigned work for court duty may be permitted under the following conditions:

- a. If an employee must appear in court on their own case, the pay of a substitute shall be deducted from the individual's salary. However, no deduction shall be made from the salary of an employee for required appearances in court related to their employment, including acting as the mandatory reporter, or before any governmental body when such appearance is required by the District. This leave does not apply in cases where an employee is acting as a witness or has brought a claim against the District.
- b. If an employee is called for jury duty, ~~or is subpoenaed as a witness in a case in which they are not personally involved~~, no salary deduction will be made. The District may require a jury summons to be provided by the employee.

6. Sabbatical Leave (This proposal is dependent on the deletion of the Sabbatical MOU and changes in Article VI, Tuition Reimbursement)

SKEA Mediation Proposal January 31, 2024 for TA

- a. The District will grant sabbatical leave annually to a maximum of ~~ten (10)~~ five (5) FTE SKEA bargaining unit members who submit proposals that are consistent with the purpose of increasing the bargaining unit member's knowledge or developing skills related to ~~his or her~~ their present position or for another educational position to which the teacher aspires.
- b. A committee of three teachers appointed by the president of the Salem Keizer Education Association and three administrators appointed by the employer shall review all proposals and make recommendations to the School Board. The Benefits Manager, or District appointed administrator, will facilitate this process but will not be a voting member of the committee, this includes ties.
- c. An application for a sabbatical leave shall be filed with the ~~Human Resources Director~~ Benefits Manager not later than April 1 of the school year prior to the requested leave, and shall set forth the purposes for which the leave is requested and the procedures to be followed. The applicant shall be notified on or before the last workday of April within thirty (30) days of filing on action taken upon their request.
- d. Provisions: A teacher who has completed seven years' service in the District, the last four of which shall be consecutive, may apply for a sabbatical leave for one year. During said sabbatical leave the teacher shall be considered to be in the employ of the Board and shall be paid 3/4 of their annual salary, and shall receive normal fringe benefits other than sick leave accrual.
- e. Return from Leave: Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which they would have achieved had they remained actively employed in the system during the period of absence.
- f. A teacher requesting sabbatical leave for travel shall at the time of application, present the District with a complete itinerary and an analysis of the value of the trip for the purpose of teaching in the District. A detailed report of the travel shall be prepared and presented to the District at the conclusion of the leave.
- g. Teachers who have received the benefit of sabbatical leave and who do not remain as an employee of the District for at least one (1) year subsequent to such leave, may, at the option of the District, be required to reimburse the District for all salaries and benefits received during such leave. All reimbursement obligations will be considered void when a teacher completes two (2) years with the District subsequent to return from sabbatical leave.

7. Association Professional Development Leave

The District shall grant leaves to employees for the purpose of attending professional development workshops sponsored by the Association or an Association affiliate of two days or less in duration. The employee shall give no less than one week notice to the District, together with written materials regarding the workshop. Professional leave days shall be granted until the days granted to the bargaining unit reach twenty (20) in number annually. The Association shall be billed for substitute costs for each day of actual substitute usage.

8. Military Leave

Military leave will be provided in accordance with State and Federal law currently listed as ORS 659a.093, ORS 659a.171 and USERRA. Military leave is available to all employees. Employees must request this leave directly through the Benefits and Leaves Department. The District will comply with state and federal law regarding both paid and unpaid military leaves.

9. Workers' Compensation Wait Period Benefit

An employee absent from work due to injury that is the result of workplace violence while acting in their capacity as an employee for the District, will receive compensation for up to three (3) days of pay at the employee's per diem rate, per instance. In order to qualify for such compensation, the employee must have an accepted Workers' Compensation claim associated with that injury.

B. Leaves of Absence Without Pay

1. Parental Leave Without Pay

- a. An employee shall be granted leave up to one (1) calendar year upon request for purposes of childbirth and for care of natural or adopted infant children subject to the following conditions:
 - (1) The beginning and end of such leave shall be determined by employee.
 - (2) An individual assigned to an elementary school who takes parental leave without pay beginning January 1 or after will upon request be granted leave through the end of the next school year.
 - (3) An individual assigned to a secondary school who takes parental leave without pay beginning second semester or after will upon request be granted leave through the end of the next school year.
- b. A probationary teacher who is granted parental leave without pay shall comply with the requirements of ORS 342.815 (6) and ORS 342.840 provided that the requirement of at least 30 consecutive days of employment in any one year shall be waived for purposes of preserving the continuity of employment.
- c. An employee who is granted parental leave without pay during a given school year shall have that year counted as a full year of experience on the salary schedule only if the teacher has taught a minimum of one hundred and thirty-five (135) (or more) days in that year. This leave does not protect District health insurance benefits.

2. Additional Leaves of Absence Without Pay

A contract employee may be granted a leave of absence in circumstances which may have potential value to the instructional program and for such other reasons as the District may deem appropriate. All requests shall be submitted to the District Benefits Manager in time to allow a reasonable review. ~~A response to such a request shall be given in time to allow the employee adequate notice of its disposition prior to the period for which the leave is being requested. District benefits are not protected while an employee is on a leave of absence without pay.~~

During such leaves which exceed one month in duration, the employee shall not continue to accrue any benefits. Arrangements may be made with the District to defer upon the employee the costs of group insurance benefits for the duration of such leaves.

a. Personal Leave Without Pay

A contract employee may be granted leave of absence without pay for up to two (2) years. Requests for such leave shall be submitted in writing and shall include a detailed explanation of the reason for such absence.

b. Service Leave Without Pay

- (1) A contract employee shall be granted leave of absence for involuntary military service, for Peace Corps or AmeriCorps.

- (2) These employees shall be returned at the step on the salary schedule that they would have obtained had they not taken leave.

c. **Medical Leave Without Pay**

Medical leave without pay on account of the personal illness or injury of an employee or qualifying family member (Family member as defined in Section A.1.a of this Article), shall be granted for the remaining period of disability after sick leave with pay has been exhausted, subject to the following conditions:

- (1) The employee may be required at any time to furnish a certification from ~~one or more physicians~~ a health care provider that the illness or injury prevents the employee from returning to duty. If the employee fails to furnish such a required certification or medical evidence indicates the employee could return to duty but fails to do so upon written request, employment may be terminated by the School Board upon recommendation by the Superintendent.
- (2) The period of leave without pay may be limited to one year, at the discretion of the Superintendent or Superintendent's designee, except in case of employment-incurred injury, in which case the period of leave shall end upon the closure of the worker's compensation claim.

~~d. Military Leave Without Pay~~

~~Military leave will be provided in accordance with State and Federal law currently listed as ORS 659a.093, ORS 659a.171 and USERRA.~~

e.d. **Career Development Leave**

- (1) A contract employee shall be granted leave of absence for one or two District semesters for advanced study for the purpose of completing collegiate work as a full-time student as defined by the college or university.
- (2) These employees shall be returned at the step on the salary schedule they had earned prior to the leave. No experience credit will be given for the time on leave.
- (3) Part-time leaves shall be for the full semester at the secondary level or to begin or end at winter break for the elementary level unless the teacher and District mutually agree on a different date.

Tentative Agreement – Date: 1/31/2024
FOR SKEA: *T. Stivalo-Lake Corp*
FOR the District: *John Beight*

ARTICLE IX WORKING CONDITIONS

A. FTE Determination

1. FTE stands for "Full-time Equivalent".
2. FTE is a ratio comparing an employee's assigned time to that of a full-time assignment. An employee's FTE shall be determined by the number of hours they are assigned to work in a full, five-day workweek divided by 40 hours.
3. A full-time employee shall have a regular workweek of 40 hours a week and a part-time employee shall be assigned work proportionate to their assigned time as compared to employees in the same job category.
4. In the event an employee's total FTE is between 0.90 and 0.99 FTE, their FTE will be automatically rounded up to 1.00 FTE by the District, for the purposes of compensation, benefits, scheduling, and all other rights defined by this contract.
5. Travel time during the workday will be considered paid time and is part of an employee's workweek; travel time is not prep time.
6. Lunch for part-time employees will be paid for each day in which they are assigned to work more than 4 hours.
7. The limits in 8, 9, 10, 12, and 13 below shall apply to the district's management and use of time within an employee's assigned workweek.
8. For Elementary PE Specialists, this table illustrates the maximum number of assigned classes achievable only if no other duties during the student instructional day have been assigned. Additional assigned responsibilities during the student instructional day, outside of classes, will result in an employee having fewer assigned classes. PE class limits will be as follows:

| <u>Hours/Week</u> | <u>Classes</u> | <u>FTE</u> |
|-------------------|-----------------------------------|------------|
| 40 hours/week | no more than 48 30-minute classes | 1.0 FTE |
| 30 hours/week | no more than 36 30-minute classes | 0.75 FTE |
| 20 hours/week | no more than 24 30-minute classes | 0.50 FTE |
| 10 hours/week | no more than 12 30-minute classes | 0.25 FTE |

For each additional class for an employee at 1.0 FTE, an additional 0.025 FTE shall be allocated.

9. For Elementary Music Specialists (choir classes count in the 30-minute class counts) music class limits will be as follows:

| <u>Hours/Week</u> | <u>Classes</u> | <u>FTE</u> |
|-------------------|-----------------------------------|------------|
| 40 hours/week | no more than 40 30-minute classes | 1.0 FTE |
| 30 hours/week | no more than 30 30-minute classes | 0.75 FTE |
| 20 hours/week | no more than 20 30-minute classes | 0.50 FTE |
| 10 hours/week | no more than 10 30-minute classes | 0.25 FTE |

For each additional class for an employee at 1.0 FTE, an additional 0.025 FTE shall be allocated.

10. For Elementary orchestra the limits will be as follows:

| <u>Hours/Week</u> | <u>Classes</u> | <u>FTE</u> |
|-----------------------|----------------------------|-----------------|
| 40 hours/week | no more than 10 orchestras | 1.0 FTE |
| 32 – 35.96 hours/week | no more than 8 orchestras | 0.8 – 0.899 FTE |
| 28 – 31.96 hours/week | no more than 7 orchestras | 0.7 – 0.799 FTE |
| 24 – 27.96 hours/week | no more than 6 orchestras | 0.6 – 0.699 FTE |
| 20 – 23.96 hours/week | no more than 5 orchestras | 0.5 – 0.599 FTE |
| 16 – 19.96 hours/week | no more than 4 orchestras | 0.4 – 0.499 FTE |
| 12 – 15.96 hours/week | no more than 3 orchestras | 0.3 – 0.399 FTE |
| 8 – 11.96 hours/week | no more than 2 orchestras | 0.2 – 0.299 FTE |
| 4 – 7.96 hours/week | no more than 1 orchestra | 0.1 – 0.199 FTE |

For each additional orchestra for an employee at 1.0 FTE, an additional 0.10 FTE shall be allocated.

- 11. For Elementary classroom teachers, each classroom assignment is 1.0 FTE and therefore a 40 hours/week assignment.
- 12. For secondary classroom teachers on an eight period A/B block schedule, class limits will be determined as follows:

| <u>Hours/Week</u> | <u>Classes</u> | <u>FTE</u> |
|-------------------------------|--|-------------------------|
| <u>40 hours/week</u> | <u>no more than 6 assigned periods</u> | <u>1.0 FTE</u> |
| <u>33.3 – 35.9 hours/week</u> | <u>no more than 5 assigned periods</u> | <u>0.833 - .898 FTE</u> |
| <u>26.6 – 33.2 hours/week</u> | <u>no more than 4 assigned periods</u> | <u>0.667 - .83 FTE</u> |
| <u>20 – 26.5 hours/week</u> | <u>no more than 3 assigned periods</u> | <u>0.5 - .65 FTE</u> |
| <u>13.3 – 19.9 hours/week</u> | <u>no more than 2 assigned periods</u> | <u>0.333 - .498 FTE</u> |
| <u>6.7 – 13.2 hours/week</u> | <u>no more than 1 assigned period</u> | <u>0.167 - .33 FTE</u> |

For each additional period for an employee at 1.0 FTE, an additional 0.167 FTE shall be allocated.

- 13. For secondary classroom teachers on a 6-period per day schedule, class limits will be determined as follows:

| <u>Hours/Week</u> | <u>Classes</u> | <u>FTE</u> |
|-----------------------------|--|-----------------------|
| <u>40 hours/week</u> | <u>no more than 5 assigned periods</u> | <u>1.0 FTE</u> |
| <u>32 – 35.9 hours/week</u> | <u>no more than 4 assigned periods</u> | <u>0.8 - .898 FTE</u> |
| <u>24 – 31.9 hours/week</u> | <u>no more than 3 assigned periods</u> | <u>0.6 - .798 FTE</u> |
| <u>16 – 23.9 hours/week</u> | <u>no more than 2 assigned periods</u> | <u>0.4 - .598 FTE</u> |
| <u>8 – 15.9 hours/week</u> | <u>no more than 1 assigned periods</u> | <u>0.2 - .398 FTE</u> |

For each additional period for an employee at 1.0 FTE, an additional 0.20 FTE shall be allocated.

- 14. Instruction of advisory/homeroom will not be included as a class in the above schedules as long as it is for no more than one hour of total time per week.
- 15. In the event the District intends to adopt a schedule other than those described in this section, it will notify the Association of the intended revised schedule and will bargain upon demand according to the law.
- 16. For secondary classroom teachers who sell their prep period to teach (an) additional course(s) for greater than one week, their FTE shall be calculated as illustrated above. For periods of one week or less, compensation for such lost prep time is described in Section C of this Article.

A.B. Workweek and Workday

- 1. The normal workweek shall be (Monday through Friday) no more than of employees shall be forty (40) hours a-per week, including a 30-minute duty-free lunch period each day. Employees starting and release times may vary, depending on building and program hours. An individual worksite may establish an adjusted workweek schedule that includes one day per week with more than eight (8) hours and one day per week with less than eight (8) hours as long as the total hours for the week are still no more than forty (40). If a worksite establishes an adjusted workweek schedule it must be designated at the beginning of the schoolyear for the week(s) it will be utilized AND the schedule must allow for employees to complete all daily assigned supervisory duties prior to their scheduled end time. Full-time employees shall be on duty and available on the school site or site otherwise designated by their principal or immediate supervisor for such above period of time on days employees are to report to work.
- 2. A supervisor if mutually agreed to by an employee and supervisor, may vary daily work schedules may vary on an individual or group basis.
- 3. A supervisor may vary daily work schedules on an individual or group basis when in their judgment such variance is in the interest of the district. The supervisor shall provide at least 20

contract days' notice. The supervisor shall make a reasonable effort to consult with affected employee or employees before imposing a change in the employee's or employees' working hours.

4. For parent/family teacher conference days, twice annually the work week for school/program based licensed staff may be adjusted to include two 12-hour days. The following parameters exist for this adjusted schedule:
 - a. The 12-hour days can include an instructional day for the first day, but the second day cannot be an instructional day.
 - b. The two 12-hour days can include grading time as outlined in Article X.
 - c. Professional development time during 12-hour days per level shall be limited to the equivalent of one half-day and only can occur when one half-day of grading time total during the two 12-hour days exists.
 - d. Employee preparation time shall be 90 minutes on 12-hour days.
 - e. Employees shall have a second 30-minute mealtime on 12-hour days.
 - f. No meetings or other required tasks other than those specified here will take place during 12-hour days.
 - g. The day after two 12-hour days shall be a non-workday and the total assigned hours for the week will still be 40 hours.
 - h. Licensed staff who need to attend parent/teacher conferences for their children would be allowed to arrange time to attend conferences for their own children that is least disruptive to the employing school's conference schedule.
 - a.i. This schedule is intended for school/program based licensed staff who work directly with students. Staff who work in other departments or programs with no direct work with students can elect to operate on this schedule or maintain a regular schedule for their department or program at the discretion of the supervisor.

B.C. Employee Preparation Time

1. Employee preparation time is employee directed time to complete tasks related to their job responsibilities, shall be used solely for teacher planning. The District shall not require an employee to schedule parent conferences, student conferences, or other District-identified duties during preparation time.
2. An employee who is required by the District to utilize preparation time for matters other than preparation employee directed time or who does not receive his or her/their total allocation shall be compensated for their lost time as follows:
 - a. for such lost time at his or her per diem rate, provided that if In the event an employee receives less than thirty (30) minutes preparation time the employee will be compensated for a full preparation period at their per diem hourly rate.
 - b. In the event an employee receives at least thirty (30) minutes preparation time the employee will be compensated for the lost time of their preparation period at their per diem hourly rate.
 - c. Employees who have 'sold their prep' for the duration of the term or on a non ad hoc basis will have their FTE and corresponding compensation adjusted as described in section A of this article.
 - d. If the employee's assignment is not addressed by a schedule in section A of this article, they will be paid their per diem hourly rate of pay for any preparation time sold.
- 2.3. School employees includes any employee assigned to work the majority of their workday in a school, including EDGE and other student facing programs.
4. PRE-K: For student contact days, Pre-K full-time employees shall be provided no less than 60 minutes each day free of other duties or responsibilities for utilization as preparation time. This time period shall be allocated in blocks of at least thirty (30) uninterrupted minutes.

5. ELEMENTARY: For student contact days, full-time elementary employees shall be provided no less than 300 minutes each workweek for five-day workweeks free of other duties or responsibilities for utilization as class preparation time. A minimum of 240 minutes shall be during student contact time. This time period shall be allocated in blocks of at least thirty (30) uninterrupted minutes. At least one such block shall be provided during each day during the period between the time when students are required to report to class for instruction in the morning and the time when students are dismissed from instruction in the afternoon.

6. MIDDLE SCHOOL: For student contact days, middle school employees shall have a minimum of one instructional period free of other duties or responsibilities for the purpose of preparation time. One block of middle school preparation time shall be 45 minutes or one full period, whichever is greater.

7. HIGH SCHOOL: For student contact days, high school employees shall have a minimum of one instructional period free of other duties or responsibilities for the purpose of preparation time. One block of high school preparation time shall be 48 minutes or one full period, whichever is greater.

3-8. For middle and high school teachers. On days when regular class time is reduced because of assemblies, half-day in-service, or grading time, teachers' an employee's prep times will be reduced proportionately to the reduction in each class period.

~~Full-time middle school and high school employees shall be allowed one instructional period free of other duties or responsibilities for utilization as preparation time each workday. Middle school preparation time shall be 45 minutes or one full period, whichever is greater. High school preparation time shall be 48 minutes or one full period, whichever is greater.~~

9. On days designated PSAT day or other alternate student schedule, and when the bell schedule is such that not every teacher has a preparation period during the student contact day, schools will designate a preparation period for teachers equivalent in length to a regular preparation period of the adjusted schedule and it must occur during the hours that would normally constitute the student contact day.

4.10. On days when the student schedule is adjusted for finals, all time that would be student contact time on a regular schedule shall be employee preparation time.

~~Full-time elementary employees shall be provided no less than 240 minutes each workweek free of other duties or responsibilities for utilization as class preparation time. A minimum of 210 minutes shall be during student contact time. This time period shall be allocated in blocks of at least thirty (30) uninterrupted minutes. At least one such block shall be provided during each day during the period between the time when students are required to report to class for instruction in the morning and the time when students are dismissed from instruction in the afternoon.~~

11. For professional development and in-service days, all school-based employees will receive a minimum 60 minutes of preparation time instead of their regular workday allocation.

12. The District shall provide a portion of preparation time to an employee who is contracted as 0.50 FTE or more per week but less than full-time. The portion shall be prorated based on the ratio of the employee's scheduled workweek to the normal full-time workweek.

a. For an elementary employee sSuch proration shall be in 30-minute blocks, but the provision that such blocks shall be provided during the student contact day shall not apply.

b. In the case of teachers sharing a position, however, preparation time shall be assigned to the position and shared as determined by the District.

13. All Special Education Resource Teachers (LRC) and Speech Language Pathologists (SLP) shall have at least 180 minutes weekly (based on a five-day week), for educator directed case

management work. This time will be prorated for weeks less than five days in length. This time will be assigned according to the provisions in Section 141 of this Article.

14. The following definitions distinguish between employees who have assigned and/or scheduled preparation time, and those who receive preparation time which is unscheduled.

- a. Assigned and/or Scheduled Preparation Time: Employees who are assigned classes and who prepare for daily coursework that requires grading and the assigning of grades to students. (Note: this includes LRC teachers, SLPs, and Reading Specialists.)
- a.b. Unscheduled Preparation time: Employees who support instruction and/or provide resources and services to students, but do not prepare daily coursework that requires grading and the assigning of grades to students.

15. Employees who receive unscheduled preparation time will use professional discretion when incorporating preparation time into their daily and weekly work schedule. This time will not be formally assigned or scheduled by the District. The employee should notify their supervisor of their preparation time. If the employee is required by the District to attend to a business need during preparation time, they must do so. The employee will be required to adjust their preparation time to accommodate the change. If there is no way to adjust their preparation time, due to the timing or nature of the District need, the employee will be compensated for their lost preparation time as described in this article.

16. In case of unforeseen emergencies such as inclement weather or other delays, employees will be compensated for the time of the delay and will not be required to make this time up later in the year. These hours will serve as compensation for any lost preparation time during that day. This language is only for partial day closure and not for any full-day closure.

5.17. The District will provide the following extended contract days:

| | |
|--|----------|
| Media Teachers | 5 Days |
| Elementary Team Teacher Leaders | 2 Days |
| Middle School Team Leaders | 2 days |
| High School Department Coordinators | 2 Days |
| High School Site Council Chair/Facilitator | 2 Days |
| Special Education Case Managers | 2 Days |
| School Counselors | 2-4 Days |

18. The District will provide up to a total of 90-180 days of substitute coverage for special education instructors who need assistance in completing special education documentation. Requests for assistance may be initiated by a staff member. The District will determine which requests will be approved.

19. When a licensed staff member is asked by an administrator to absorb students due to the absence of another licensed staff member, they will be compensated \$83.50 for the day. This assignment will be at least 2 hours a day at the elementary level or at least two class periods at the secondary level.

6.20. Preparation time is not applicable when an employee is voluntarily attending an out of district conference or meeting, on a field trip or at Outdoor School.

G.D. Outside Employment

1. An employee may hold jobs other than with the District as long as they do not interfere with their contractual work responsibilities.

E. Elementary Class Loads

For the life of the contract the District will provide \$600,000 each year in an overload elementary

classroom account.

The District and Association agree to establish an Elementary Class Ratio Committee (ECRC) to address concerns from educators. For the purposes of this article, ratio is defined as elementary teachers to students at a given grade level band (K-2, 3-5) and a given school. Additionally, we acknowledge that early planning and preparation are key to reducing class ratio issues in the fall. This article establishes the ECRC.

The Association shall be afforded an opportunity to submit target class size and case load numbers and that information shall be printed in the District's Proposed Budget Book as an acknowledgement of the Association's recommendation.

Ratio Publication and Data Exchange

Not later than January 1, the District shall furnish the Association draft ratios for the subsequent school year. The District shall provide the Association with an opportunity to provide input on the ratios prior to finalizing them as part of the budget process. The Association's input will be provided in writing and made available to the public with the budget committee documents. In the event that the District proposes an increase in ratios at any level, the Association will have the opportunity to provide written feedback that will be included in the budget committee materials as part of the budget adoption process.

1. Spring Committee

Planning each spring beginning in 2024:

- a. Principals will share projected enrollment and tentative staffing assignments with their school staff between May 15th and June 1st.
- b. After June 1st, a committee at each school or program will meet to review the ratios for the following school year. The committee will be comprised of at least three (3) members of the licensed staff, one Association representative, and the principal. The committee will review individual classrooms against published ratio targets within the context of school-level ratios. Based on this review, the committee will recommend a course of action to the principal to address ratio concerns. Recommendations could include:
 - i. Blending classrooms or reassign grade levels
 - ii. Re/assign support within current school allocation
 - iii. Providing additional preparation time for impacted teacher(s)
 - iv. Any relief that is mutually agreeable between the educator(s) and the district
 - v. Submitting a request to add teacher FTE

The principal will decide on the best course of action to address concerns after considering this committee's recommendation. For options requiring additional resources for the school building or program, the principal will make that request to the appropriate level director for consideration. Level director responses to each request will be shared with the respective principal who will then share it with the school or program based committee no later than one (1) week after receiving the request or by the end of the contract year whichever is later.

2. Fall Committee

(Beginning Fall 2024) August and September Information:

- a. The Association President shall be provided with the District ratio by school, program, and individual class by August 31 and again before the fifth full week of school.
- b. The committee will be comprised of three (3) members appointed by the Association President and three (3) administrators appointed by the superintendent (or designee) who will also sit on the committee as an ex-officio member for a total of seven (7) members.
- c. As part of their review, the committee will jointly analyze elementary student ratio data. In instances in which the committee identifies a school or program which does not

conform with the established educator-student ratio, the committee shall develop a recommendation on how to respond to the concern. The committee will discuss and consider for recommendation whether any of the following options should be taken:

- i. Re/assign, transfer or add licensed and/or classified educator FTE for support using the overload elementary classroom account.
- ii. Provide additional professional release time to the educator for planning, assessment, and parent conferences.
- iii. Any relief mutually agreed upon by the committee.
- d. The ECRC must issue a plan within one (1) week of the ECRC meeting.
- e. The superintendent or their designee shall make the final decision on matters brought before the committee.

The fall committee shall have access to the actual expenditures and remaining balance of the overload elementary classroom account through quarterly reports until funds in this account are exhausted.

Beginning 2024-2025 school year, if any funds remain in this account on June 30th of the school year, the district shall divide the remaining funds equally among the educators who experienced class sizes that exceeded the published ratio targets and received no relief up to a maximum of \$3,000 per eligible employee.

D. Elementary Class Loads

- ~~1. No later than the third week of school each elementary principal will review all situations where elementary teacher class loads, including specialists, exceed District Policy standards, and will consider options including:~~

- ~~a. Reallocation of current building resources.~~
- ~~b. Adjustment of class sizes within the building.~~

~~If options a and b are not feasible, the principal will make a request to the appropriate District office for additional resources.~~

- ~~2. For the life of the contract the District will provide \$300,000 each year in an overload elementary classroom account.~~

~~No later than October 15 the District will complete a review of all requests and will prioritize those requests and will allocate resources available to the highest priority needs. The primary purpose of the fund will be to hire additional teachers; however, if the District determines that instructional assistants would be more appropriate to the needs, in a specific situation, some of the fund may be used for additional instructional assistant time.~~

~~If the appropriate District office denies any request for additional resources, the District, at the school's request, shall provide the reason in writing.~~

~~Upon Association request, the District will provide the Association with a report on the status of the elementary overload teacher account.~~

F. EDGE (Independent/Connected)

- 1. EDGE Connected and Independent sections shall be split.
- 2. No EDGE Teacher will be required to teach concurrent Connected (synchronous) and Independent (asynchronous) courses in the same section.
- 3. Educators who elect to teach Independent and Connected in the same class/period are not covered by this section.

E.G. Peer Assistance

- 1.4. The District will offer peer assistance when reasonable and practicable to any teacher-

employee it determines to have a deficiency specified in ORS 342.865 (1) (a), (d), (g), or (h). The District may also offer peer assistance under any other circumstance it deems appropriate.

5. The teacher employee who will receive the peer assistance shall have input into the person(s) or agency who will provide the assistance.

- a. Instructional Mentors (IM) (or equivalent) are existing options for this assistance.
- a-b. Observations conducted by IMs (or equivalent) are voluntary; whether they are part of formal Peer Assistance or not.

2.6. Participation in peer assistance is voluntary. Both the teacher employee offered assistance and the person asked to provide the assistance may refuse to participate with no adverse consequences or penalty. Participants in peer assistance will be notified of available resources (i.e. release time, etc.) prior to implementation of the assistance plan.

3.7. Information arising from the use of peer assistance will not be used for any purpose unless the District and the teacher receiving the assistance specifically authorize its use.

TA 3/26/2024 John Beight - for the District
Tyler Siab-lakebay SKEA

TA 3/25/2024 John Beight - for the District
3/26/24 Tyler Swales - Lakey Shea

ARTICLE X WORK DATES AND HOLIDAYS

A. Contract Year

The teacher contract year and the normal year for specialists and therapists shall not exceed 192 days, including eight in-service days, 177 classroom days, six holidays (Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day (observed), New Year's Day (observed), and Memorial Day), and one District granted holiday (Christmas Eve (observed)). Employees new to the District may be required to report to the District two (2) days prior to returning teachers, for a total of 194 days. All contract days, excluding extended contract days and additional days for new employees, shall occur no more than five (5) weekdays (excluding holidays) prior to the start of student contact days.

If Juneteenth is observed on a workday, employees will have the day off as an unpaid holiday.

B. In-service Days Before School

Employees will be granted at least one full-day or two half-days without required meetings during the in-service days prior to the start of the school year. Employees will be granted at least the equivalent of one and one half (1 ½) days without required meetings, provided in a minimum of half day increments, during the in-service days prior to the start of the school year. The one and one-half days granted to employees shall be employee directed and may be used to complete their annual mandatory training.

C. Professional/Staff Development

1. Professional Development (PD) is time designated for employees to receive training and development appropriate for their position, program, or school.

2. If a full-time employee is required to attend PD for a full day, the employee shall have 60 minutes of preparation time. This time may be scheduled in 30-minute blocks by the District. Less than full-time employees may have their preparation time pro-rated.

D. Grading Days

Grading days and grading time shall be educator directed time for licensed staff responsible for issuing student grades/progress reports. This work may be completed remotely at the discretion of the educator and with prior approval of their supervisor. All other licensed staff who are not responsible for issuing student grades/progress reports may attend meetings, professional development, or complete other tasks as directed by their supervisor for no more than half of the designated grading time (full day, four hours and half day, two hours). These employees shall have their preparation time on these days and will schedule their preparation time during the grading portion of the day.

1. For personnel employees at secondary school sites, the last regular day of the term duty shall be reserved designated as a grading day. Every progress reporting period one half-day shall be reserved for grading.

2. For personnel employees at elementary school sites, the next to last regular day of duty and one-half of the final regular day of duty shall be reserved designated as grading days. One day shall be reserved for grading coinciding with the first and second

trimesters at the middle schools. Employees required to issue student grades may only be required to attend emergency or IEP meetings on the four (4) days prior to the grading day. This does not include the four (4) days prior to the final grading day of the year.

3. The final gGrading days for elementary and secondary personnel shall be noted on the adopted school calendar.

ED. School Calendar

The District shall annually submit to the Association its tentative school calendar two weeks before the Board or its designee adopts the official calendar. This procedure constitutes an exchange of information between the parties, and jurisdiction over the school calendar remains with the School Board pursuant to ORS 327; 328; 336.010 and following sections, as well as 339.005 and the sections that follow.

1. Inclement Weather Days

Days missed due to inclement weather or emergency closures will be made up according to District policy HUM-A002, regardless of calendar notations. The District shall send the Association notice if changes are made to this policy.

~~C. Assignment Notification~~

~~Prior to leaving for summer recess, a licensed staff member may request notice of their tentative assignment for the coming year.~~

FE. Summer Training for Teachers and other Licensed Employees

1. Notification

Planned trainings for the summer break will be scheduled prior to staff departure for spring break so that summer vacation plans may be made in advance. Exceptions to this notification deadline will include only those opportunities that are optional in nature.

2. Scheduling of Days

Efforts will be made to schedule training within the first two weeks following the school year or the two weeks prior to the start of the school in the fall. Elective summer school academy opportunities may be the exception to this schedule statement. Efforts to survey known participants to determine what days may be best is encouraged. Critical or required trainings should be planned to include a makeup option.

2.3. Compensation

Compensation for required summer trainings will be paid at the employee's hourly per diem rate. Optional summer trainings may be offered with or without compensation. Efforts will be made to offer university credit to participants.

G. Parent/Teacher Conferences

1. Employees who issue student grades/progress reports, work directly with students, or who serve on IEP teams will participate in Parent/Teacher Conferences. All other employees may have different expectations during Parent/Teacher Conference Days.

2. No required collaboration time, trainings, or meetings (except IEPs or emergency meetings) will take place on these days.

3. For specific situations where the employees who issue grades/progress reports and the District mutually agree on the need of a meeting or training during conferences, the licensed staff member will be compensated hourly, based on their per diem rate.

ARTICLE XI TRANSFERS AND VACANCIES**General Provisions**

A. 1. A "vacancy" is a new or existing bargaining unit position that the District declares to be open. Declared, posted vacancies will be listed by HR on the District website. (Second sentence of this provision moved from Section B.2)

1. 2 The major consideration in the transfer of personnel shall be the potential contribution to the program of the District. The District and Association agree to support the concept of "first consideration" so that currently employed contract and probationary personnel have the opportunity to change their position as vacancies arise. Employees may access the District's online application software during non-student contact time within the contract day.

3 The District and Association agree to continue supporting the concept of "first consideration" so current employees have the opportunity to change their position as posted vacancies arise.

2.1. In fulfilling the concept of first consideration, the District will fill posted vacancies in the following manner:

- a. District officials will interview a minimum of six (6) in-District applicants for each position, if that many have applied. If there are fewer than six (6) applications from current probationary or contract teachers, then temporary teachers will be interviewed using the remaining in-District interview slots.
- b. The in-District applicant(s) must be offered choice of interview time slot(s) before outside applicant(s) are contacted.
- c. New employees will be given tentative notice of assignment when they are hired.
- d. In the event an applicant is not selected for transfer, they will receive written notification that the position has been filled.
- e. All returning employees will be given written notice of their tentative assignment, including grade and subjects taught, by the last day of the contract year.

THE DISTRICT ACCEPTS THE ASSOCIATION'S ORDER OF PROVISIONS AND WILL INCORPORATE THEM WHEN THE NEW AGREEMENT IS REFORMATTED

B. Voluntary Transfers

1. An employee, probationary or contract, who wishes to transfer from their present assignment shall initiate a request through the electronic process provided by the District. The District will acknowledge receipt of the transfer form electronically. Employees will not be required to submit transcripts, work history, or other information the District already has on file.

2. Declared vacancies will be listed by Human Resources on the District web site. **MOVED TO SECTION A.1)** In the event a District worksite cannot access the web page for more than three days, the posting will be extended to provide affected sites access to the web page for three school days unless the site is provided with an alternative and an announcement is made to staff of its availability. At the District's discretion, a vacancy may be filled without posting the position by offering the position to a unit member who had requested a voluntary transfer in accordance with this Article. If the District establishes a mechanism allowing employees to submit requests for voluntary transfers, then the District may elect to fill a position with an in-building temporary unit member after all employees requesting voluntary transfers have been considered.

3.2. Employees may access the District's online application software during non-student contact time

within the contract day

4. In the event an applicant for transfer is denied an interview, the hiring supervisor, upon employee request, shall furnish the employee with the reason(s) for the denial. Following an interview, an in-District applicant may make a written request for a status report from the hiring supervisor. The supervisor will provide notification of their status within ten (10) days of the initial request.

5.3. When a licensed teacher vacancy comes open after August 15, the District will post the position and go through the regular selection process. If a current unit member is selected, the transfer will not take place until:

6. If a current unit member is selected to fill a vacancy after August 15th, the transfer will not take place until:

- a. The day after winter break for elementary school staff, the start of the **second next** semester/**term/trimester** for secondary school staff, OR, at the teacher's option, the start of the subsequent school year unless the teacher and District mutually agree on an earlier date.
- b. When a licensed teacher vacancy comes open after February 1, and a current unit member is selected, the transfer will not take place until the start of the subsequent school year unless the teacher and District mutually agree on an earlier date.
- c. In the intervening months, the District may fill the position with a substitute, temporary employee, or other method.
- d. An exception will be when the selected staff member is currently less than .75 FTE and the opening to be filled is a full-time job. In that case, at the teacher's option, the transfer to the new position may occur immediately unless the position becomes open after February 1, in which case the transfer occurs at the start of the next school year unless the teacher and District mutually agree on an earlier date.

7. An employee who is granted a voluntary transfer that results in a physical change of location to perform their new work may request up to eight (8) additional hours to pack their workspace and up to eight (8) additional hours to unpack in the new workspace. This provision does not apply to voluntary transfers that begin at the start of the next school year.

8. An employee needing to pack up a workspace due to construction, may request up to eight (8) additional hours to pack up their workspace and up to eight (8) additional hours to unpack in their workspace once the construction is completed.

C. **Involuntary Transfers New Assignments (previously Administrative Transfer)**

1. An involuntary transfer new assignment may be made for one of the following reasons:

- a. Decline in enrollment in a school.
- b. Change in building or department program.
- c. Other reasons as approved by the District.

6.2. When the reason for the transfer is a decline/change in enrollment, or building/department programming, volunteers will be first requested within the impacted building/program and considered from among the appropriately licensed staff. Volunteers within this provision have all rights ascribed to involuntary transfers, except section C.3 below in this article.

2.3. Any involuntary transfer new assignment that occurs and results in a change in building will be accompanied by a written rationale provided to the affected member **and Association** within ten (10) days following verbal notification.

3.4. When time permits, employees identified for an involuntary transfer new assignment will be provided the opportunity to indicate in writing any preferences regarding location or

assignment.

4.5. Employees newly assigned involuntarily transferred to teach a different course, grade level, or have the majority of the students changed whom they are assigned to serve during the teachers' contract year with fewer than twenty (20) workdays' notice shall be provided up to eight (8) hours a minimum of one (1) day up to a maximum of two (2) days additional preparation time as needed to prepare for the new assignment. The level director or designee will be responsible for determining the amount of additional preparation time needed. The teacher may consult with the receiving principal for additional time and/or support.

5. Employees who are notified of an involuntary transfer, whose transfer results in a physical change in location to perform their new work will be granted eight (8) additional hours to pack their workspace and eight (8) additional hours to unpack their new workspace. This provision is in addition to any time required by C.4

TA John Bright - for the District 2/15/2024
Tyler Swalowski Skea

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ARTICLE XII EMPLOYEE EVALUATION AND RECORDS

A. Employee Evaluation

- 1. The purpose of the evaluation is to aid ~~the teacher~~licensed employees in making continuing professional growth and to determine the ~~teacher's~~licensed employees' performance of their ~~teaching~~ responsibilities.
- 2. The teacher and various specialist evaluation rubric forms identified in the District's Licensed Educator Growth, Evaluation and Development System (LEGENDS) shall be used in accordance with ORS 342.850 for the evaluation of teachers and other licensed employees, specialists, and therapists. ~~Probationary teachers shall be observed in the classroom at least two (2) times per school year. Other teachers shall be observed in the classroom at least once yearly.~~ Evaluation of ~~classroom~~ performance shall be by observation except for evaluative statements based on documented professional malfeasance.
 - a. Changes to the evaluation system shall be presented to the Evaluation Committee, listed in Article I of this agreement in its advisory capacity for review.
 - b. The District will provide administrators with annual evaluation timelines and make available to administrators who perform licensed employee evaluations annual training on the evaluation process. ~~relevant training on a new or modified evaluation system.~~
 - c. Any employee being considered for non-renewal or non-extension of their contract may ask to meet with Human Resources to discuss their observation and request observation and evaluative feedback from an administrator who is not their current supervisor.
 - d. If an employee is not satisfied with the process of their evaluation at their interim conference or later in the year, the Association may bring the concern to Labor Management for discussion.
 - ~~b.e. The District shall not use observations of an employee working in an assignment outside of their endorsement in an evaluation or as evidence to support the placement of an employee on a Program of Assistance for Improvement.~~

B. Program of Assistance for Improvement

- 1. A licensed employee may be placed on a Program of Assistance for Improvement (POAI) as defined in ORS 342.815(7).
- 2. An employee placed on a POAI may have an Association representative present at scheduled meetings between the employee and their supervisor.

B.C. Personnel Files

- 1. The official personnel file of each employee is confidential. Electronic and/or physical copies of an employee's official personnel file and shall be kept in-maintained by the District Human Resources office. Materials in an unofficial site-based file(s) for an employee can remain as long as the site-based administrator and employee remain at the same site, then materials will be sent to Human Resources for processing.
- 2. No material derogatory to an employee's conduct, service, character, or personality will be placed in the employee's personnel file unless an investigation has been conducted and has determined

the veracity of the material to be filed. The employee will have the right to respond to any derogatory material before any decision is made to place it in their file, and the right to review the material before it is placed in their personnel file. The employee will acknowledge that they have had the opportunity to review and respond to the material by affixing their signature to the copy of the material to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee also will have the right to submit a written answer to the material and their answer will be attached to the file copy. If an employee has reviewed the document, but refuses to sign the document, the supervisor may write the date and time the document was presented to the employee and that the employee refused to sign the document. If a signed copy is submitted, it will replace the unsigned notated copy in the personnel file.

3. An employee may desire to consult with the District with respect to what materials should be retained in their file. If an employee desires, they may have an Association representative present.
4. An employee may have access to review a paper or an electronic copy of their file during regular District office hours. An employee may be excused from regular duty for this purpose at the discretion of the supervisor. If the employee desires, they may have an Association representative present.

C.D. Complaints

1. An employee shall be advised of any formal or informal complaint filed by a parent, community member, student or co-worker. Normally complaints can be handled in an informal way with the Administrator sharing the information and working for a mutual resolution of the problem in keeping with the policies of the District and guidelines for ethical educators.
2. If a complaint is serious enough that it might result in discipline an investigative meeting may be held. Notification of the meeting will include a description of the complaint in sufficient enough detail to apprise the employee of the reason for the meeting. When possible, notification shall be provided at least 24-hours in advance of the investigative meeting.
3. A copy of the complaint or a written summary will be provided prior to the beginning of the investigative meeting(s). The parties agree, upon request, to provide an extension for the delivery of the complaint until the conclusion of the meeting.
4. The complaint shall be discussed with the employees involved within twenty (20) working days of the supervisor receiving the complaint, unless prohibited because of an ongoing investigation by an outside agency. The parties agree to provide extensions of this notice period upon request.
5. There will be no retaliation against any complainant by the Association or by the person complained about.
6. Complaints not processed in conformance with this section may shall not be used in the evaluation or discipline process. If the complaint is placed in the employee's personnel file, the employee shall have the right to attach to the complaint any relevant statement or documents.

D.E. Complaints by Employees

1. — Employees who wish to process complaints not covered by this agreement may use the District's Employee Complaint policies, processes and work instructions: HUM-A038, HUM-P024, HUM-A029, HUM-P012, HUM-A036, HUM-P020, HUM-A018, HUM-P021, ADM-A012, and ADM-P010. The District shall send the Association notice if changes are made to the policies listed in this section. Code of Policy and Rule ADM-P008 and ADM-A005. The policy is in Appendix C for reference only.

TA 1/31/2024
John Bight
for the District

T. Sialo-Lakeberg

For the District: *John Beight*
2:22 8/8/2023

TA

8/8/23

T. Suabok

ARTICLE XIII LAYOFF AND RECALL

A. Reductions in Staff

1. The District shall determine when reductions in force are necessary and which program areas shall be affected. If the District determines that a reduction in force is necessary, it will **comply with ORS 342.934, and immediately** notify the Association **within 5 contract days**. Such notice will be in writing and will indicate the programs which may be affected. The District's overall instructional program will be given priority consideration. Teachers shall be considered for retention on the basis of related experience and education. When two or more teachers are considered equally qualified for retention, seniority within the District shall be the determining factor.
2. In the event the District determines the need for a reduction in its specialist or therapist personnel, the same contract criteria and procedures applicable to teachers shall be applied except that the layoffs shall be by job classification.
3. Seniority shall be defined as the employee's total length of service since the last date of hire. Any teacher who is to be laid off will be so notified in writing as soon as practicably possible. Such notice will include the proposed time schedule and the reasons for the proposed action.
4. The District will compile and transmit to SKEA no later than January 15 of each school year a list of unit members in order of their months of continuous, creditable service to the District.
5. A probationary or contract teacher who loses his or her position because of budget cuts will be laid off in accordance with Article XIII of this Agreement.
6. An employee who has been laid off will receive the **bargained hospital-medical contractual insurance benefits contribution** for **six three** months or until the employee becomes insured under a subsequent employer, whichever comes first. **If the employee is laid off following the completion of a contract year, their three months of insurance shall end as of September 30th**.
7. Any laid off employee will be given the option of being placed on the day to day substitute list and will receive preferential treatment as a day to day substitute as long as they remain on the recall list.

B. Recall

If within twenty-seven (27) months of layoff, a vacancy occurs within the District for which the laid-off teacher is qualified, the recall procedure outlined below will be followed:

1. An employee desiring notice of recall shall notify the District in writing within thirty (30) days following notice of layoff. Such notice by the employee shall include the employee's address for such purpose. Failure to provide timely notice of a desire for notice of recall or to keep current address in file shall constitute waiver of notice of recall. In the event of a recall, the District shall notify an employee who has expressed a desire to return to the District of the recall by certified mail, return receipt, sent to the last address given by the employee to the District.
2. An employee will have sixteen (16) calendar days from the mailing of such notice to notify the District in writing of their intent to return within forty-five (45) calendar days of the date of such notice from the District. Failure of the employee to so respond within the time herein specified shall terminate such employee's right to recall, except that where a laid off employee is employed by another Oregon district at the time of recall and that District is not willing to release that employee within the 45 days allowed for return, then the period

for return shall be extended to allow the employee sufficient time to comply with the statutory requirements for notice of resignation.

3. No new teacher will be hired into the District until each teacher on the recall list deemed qualified by the District has had an opportunity to accept or refuse the position. Likewise, no therapist or specialist will be hired into the District until each specialist or therapist on the recall list deemed qualified by the District has had an opportunity to accept or refuse the position.
4. In connection with the layoff and recall process, the Association representative will be furnished upon request accurate, complete, and current information about the layoff, rehiring, transfer, and assignment process .

ARTICLE XIV SCHOOL VISITATION AND EDUCATIONAL CONFERENCES/MEETINGS

- A. The District will allow time off with pay up to two times per school year with the approval of the building principal or supervisor for each employees to attend educational conferences or meetings and to visit other schools, or for employees to take workshops/training that will qualify them for renewal of their professional licenses.

- B. If an employee is denied time for school visitation, they will be informed in writing regarding the reason for a denial of the visitation request.

Tentative Agreement Reached 8/23/23

For the District John Beight

For the Association Tyler Scialo

ARTICLE XV STUDENTS**A. Evaluation of Students**

1. A teacher shall have the authority and responsibility to determine grades and other evaluations of the students. The employee shall be responsible for determining grades and other evaluations of students, based upon the employee's professional judgement of available criteria pertinent to any given subject area or activity for which the employee is responsible. Secondary employees may be required to provide a syllabus with grading policies to a supervisor for approval prior to the beginning of a term. Efforts will be made to provide consistency throughout departments and schools. Make-up work policies should be included in these policies. Grading policies for individual employees must comply with District Policy.

1.2. The grade repair process encompasses situations where an original teacher of record changes a previously transcribed grade. Working with students through the grade repair process is a voluntary process for teachers. Teachers will determine the viability of this process on a case-by-case basis. Teachers will be in communication with their supervisors regarding any supports for this process, including additional time requirements.

2. 3. The grade replacement process encompasses situations where a student's transcript has a repeated course grade; the original grade is replaced with a NG, and a teacher other than the original teacher of record assigns a new grade. Teachers working with students through the grade replacement process will have time provided during the workday or be compensated at their hourly rate of pay for time outside of the workday. Proficiency/standards-based credit attainment methods and micro-crediting may be used during this process at the discretion of the educator.

B. Grade Appeal Process

3.1. No grade or evaluation shall be changed, excluding grade repair or grade replacement as described in Sections A.2 and A.3 of this Article, without prior permission from the teacher in accordance with the procedure below.

4.2. If the teacher and the building principal do not agree on the change of a student's grade or other evaluation, the issue will be resolved by the Superintendent or central administrative designee who shall consult with the parties prior to rendering a final decision, except when such consultation is not practicable because the parties cannot be contacted.

5.3. The District shall provide the teacher with timely, written notification of any District action taken on a grade change appeal. No grade change shall be made until the appeal process, if any, has ended.

B.C. District Disciplinary Policy Procedures/Student Behavior Handbook

1. Changes in the District student discipline policy procedures/student behavior handbook or discipline protocols will be reviewed in Labor Management meetings, the Joint Behavior Committee.

2. The 24J School Board will notify the Association in advance of the Board meeting when any changes in student discipline policy or procedure are to be considered.

C.D. School Disciplinary Policy Procedures/Student Behavior Handbook

1. Student disciplinary procedures shall exist for each school in the District. Any modification of the student disciplinary procedure must be made by the staff committee on student discipline and will be reviewed with the employees prior to implementation.

2. The building principal will provide the employees with either written or online building discipline

procedure, including the discipline matrix, at the beginning of each school year. Teachers and administrators shall adhere to the procedures.

3. All employees and administrators are expected to accept a share in the responsibility for the control support and discipline of students in the total school environment. Annual training may be provided in a variety of ways, including electronically. Work on the disciplinary plans may be done in large or small groups or individually as best fits the situation.
4. Each employee may post and promote expectations of conduct, specific to their content or educational environment, which apply to students while under that employee's supervision. Such expectations will not conflict with District and/or school disciplinary procedures. When, in the judgment of an employee, students are, by their behavior, disrupting the instructional environment to the detriment of themselves and/or others, the employee will take appropriate action under the terms of the school disciplinary procedure.
5. Employees shall have the right to temporarily remove disruptive students from their classroom. Any employee sending a student to the administration shall confer with the appropriate administrator or submit a signed copy of a report including a statement of the facts, a summary of conditions which led to the student's referral, the steps taken by the employee to remedy the problem and any other steps taken by the teacher prior to referral, and recommendations for solution.
- 5.6. Following administrative action taken in accordance with the District discipline procedure, the student may be returned to the classroom. If the teacher indicates a desire for a conference with the administrator (and optimally the student and/or parent), the conference will be scheduled as soon as the parties are available. As soon as possible the referring/sending teacher will be provided information about status of referral prior to the student's return to the classroom, this will include whether a behavior plan has or will be considered.
7. The appropriate administrator will then provide the employee with a written statement of the administrative disciplinary and/or corrective action taken.
- 6.8. A summary of discipline data will be maintained by the District and data from student discipline may be reviewed by staff committees on student discipline for recommending revisions to the school and/or District disciplinary policy.

D.E. **Notification of Behavior Plans**

1. All employees as defined in Article I. A. directly involved in the education of a student who has a behavior plan or behavioral management component on an IEP or 504 Plan, shall be informed by the site administration within five (5) days upon receipt of said knowledge by the site administration.

2. Employees directly involved in the instruction of a student who has a safety plan or behavior plan, that is not addressed in the IEP or 504 notification process, shall be provided a copy of the safety or behavior plan by the site administrator.

3. For students with an IEP (including those in process or otherwise considered covered by Child Find Law) or 504 plan, instances of student behavior that results in an unsafe environment for students or staff may require a meeting as determined by the case

manager or administrator after consultation from the team supporting the student.

4. For students outside the special education process, in cases where the intensity, frequency, and/or duration of student behavior jeopardizes the safety of staff or students, a collaborative approach will be taken to address this situation. The concern will be brought to the school team that meets to discuss student behavior and, in collaboration with those knowledgeable of the student and staff knowledgeable of the incident(s), they will consider the need for interventions or adjustments to promote a safe environment including a behavior plan if the student does not currently have one. The student's classroom teacher or teachers will be invited to the team meeting, and the following people may be invited to attend the meeting: employee(s) knowledgeable about the student, administrator, behavior team member, and parent/guardian.

TA John Beight - for the District 2/15/2024
Tyler Sialabak & Kea

ARTICLE XVI NONDISCRIMINATION

The Association and the District affirm their adherence to the principles of ~~free choice~~ nondiscrimination and agree that they shall not discriminate in the application of this Agreement because of age, race, religion, sex, ~~education~~, national origin, marital status, disability, sexual orientation or political activity. Recognizing the relationship between this article and an employee's rights, the parties agree that any arbitration decision or award shall be advisory only that any grievance over this article may be processed only as far as the School Board Level of the grievance process as outlined in Article III of this Agreement.

TR 12/6/2023 @ 6:42 for the District - John Reiser
12/6/2023 Skea T. Sual-lalleg

ARTICLE XVII PERSONAL RIGHTS

A. The personal life of an employee is not an appropriate concern of the District, except where it affects the employee's fitness for or performance of their contractual duties.

B. An employee may file a grievance over this article up to the School Board Level of the grievance process as outlined in Article III of this Agreement, who pursues a court challenge which addresses the subject of this provision shall be deemed to have elected their remedy and shall not be entitled to pursue an alleged violation of this provision under the Grievance Procedure.

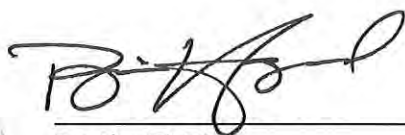
TA 12/6/2023 @ 6:42 for the District John Beight

12/6/2023 @ 6:46 SKEA T. Sualakong

ARTICLE XVIII

STRIKE AND LOCKOUT

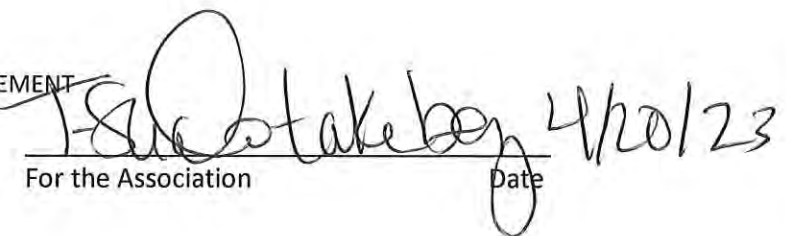
- A. The Association and its members agree that they will not participate in any illegal strike, work stoppage, slow-down, or other concerted work action during the term of this Agreement.
- B. The District agrees that during the term of this Agreement there will be no lockout of employees in the bargaining unit.



For the District

TENTATIVE AGREEMENT
4/20/25

Date




For the Association

Date

ARTICLE XIX

SEPARABILITY CLAUSE

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



For the District

TENTATIVE AGREEMENT
4/20/23

Date



For the Association

4/20/23

Date

TA B-23-23
Tyler Suabs-Lakeby
John Beight +/for the District 8/23/2023
TA

ARTICLE XX

SICK LEAVE BANK

- A. The purpose of the sick leave bank shall be to extend additional sick leave days to bargaining unit members should an illness or injury as described in C below exhaust the employee's accumulated sick leave.
- B. Each employee may contribute an initial one-half (1/2) day of their accumulated sick leave to a common bank.
 - 1. New employees become eligible to participate in the sick leave bank within 30 calendar days of the initial hire date within a given school year.
 - 2. Current employees who have not participated previously shall be permitted to enroll not later than October 31 of any year with an effective eligibility date of November 1 of that year.
 - 3. Enrollment in the bank will continue each year unless rescinded, in writing, by the employee or employment with the District is terminated. An annual reminder of enrollment will be posted on the District website for employees, on or before October 1st. Employees will be able to view their enrollment status through a District portal within 90 days of enrollment.
 - 4. Further yearly contributions to be made on or before October 31 of any year shall be limited to the number of days necessary to bring the bank to a level of one (1) day per member of the bank. Such contributions are irrevocable.
 - 5. Only employees who have contributed days to the bank may apply for days from the bank.
 - 6. Participation in the bank shall be voluntary.
 - 7. Previously donated days shall remain in the bank.
- C. Upon depleting accumulated sick leave and after obtaining a doctor's healthcare provider's statement certifying a life- threatening or debilitating physical illness or injury preventing the member from performing the duties of their job for more than ten (10) work days, a member may request days from the bank.
 - 1. A committee composed of three (3) members appointed by the District and three (3) members appointed by the president of the Association will act immediately on the request meet once a month to review employee requests.
 - 2. The committee may grant the request if (1) District records show that the member has exhausted their accumulated sick leave; (2) the member is not eligible for lost time compensation under Worker's Compensation or under PERS disability, or under the District's long-term disability insurance; (3) the member is a contributing member to the sick leave bank; (4) the member has experienced a life-threatening or debilitating physical illness or injury that has prevented them from performing their job requirements for more than 10 days and a doctor healthcare provider has certified in writing this illness or injury; and (5) there are sufficient days in the sick leave bank to cover the request.
- D. A person designated by the District, will collect and disseminate information to the Sick Leave Bank Committee at their regularly scheduled meetings.
 - 1. Information will be presented in a confidential manner which does not disclose the name or work place of the applicant.
 - 2. The Committee will make all decisions regarding the granting of sick bank leave.
 - 3. Leave may be granted for full or partial amount of days requested, up to the fifty (50) day limit.

- 3
4. In determining if a request is approved or denied, the Committee may take into consideration the number of hours previously approved from the sick bank to the employee.
 - E. If the request is denied, the member shall be informed in writing as to the reason for denial. The actions of the Committee shall not be subject to any further appeal through the grievance procedure or otherwise.
 - F. If the request is approved, the Committee shall notify the District office, and subsequent days of absence due to the illness or injury, including the first ten (10) days of the illness or injury, if the employee's accumulated sick leave was not available for those days, will be charged to the bank until further notice. However, in no case will more than a total of fifty (50) days of sick leave from the sick leave bank be approved per individual member in any one school year.
 - G. The District shall keep accurate records of leave accumulated by the bank and of sick leave used by the bank, which shall not be greater than an aggregate of one (1) hour per FTE in the bargaining unit as of October 31 per school year. These records shall be available at all times for review by the Committee members and by the Association. Annually the District shall notify the Association in writing of the accumulated days and days charged to the bank that year.

District agrees to move this article to be the immediate article after Article 8. This would shift the other articles by one through Article 19, becoming the new Article 20.

ARTICLE XXI SAFETY AND MEDICAL PROCEDURES

The District shall provide a safe and healthful working environment for all employees as defined by OSHA standards and by state and federal regulations. A grievance may be filed to enforce this section; however, such a grievance shall be void if the employee or Association files a complaint or suit to enforce the same requirements through state or federal agencies or courts.

A. Protective Equipment

1. In accordance with OSHA requirements, the District will assess worksites to determine if hazards are present or likely to be present that require the use of personal protective equipment (PPE) or other protective equipment. The District will provide training to each employee who is required to use the equipment, including when to use the equipment, what equipment to use, how to put on the equipment, and the necessary maintenance protocols. Proper ~~safety devices~~PPE and ~~clothing~~ other protective equipment shall be provided for all employees engaged in work where such ~~devices~~ equipment ~~are~~ is required to meet the requirements of state or federal regulations or district policy. ~~Protective clothing and safety devices~~PPE and other protective equipment shall remain the property of the District.
2. The District will provide training regarding Blood-borne Pathogens to staff whose job responsibilities involve potential exposure to blood or other infectious materials. Inoculations, protective clothing and equipment will be made available to employees in accordance with the provisions contained in the District's Blood-borne Pathogens Exposure Control Plan.

B. Emergency Contact During the School Day

Each school will establish procedures that identify who an employee contacts in the building for assistance during emergencies. The procedure will include a contingency in case the initial contact person is not available and name a supporting administrator if there is not one available in the building. Modifications to these plans will be shared with staff, including the building representative, by the conclusion of the third week of school.

B.C. Physical Examinations

The District will pay the cost of required physical examinations and other required medical tests but not medical treatment. The District will establish standards for such physicals and the district reserves the right to designate the facilities where required medical tests will be conducted. Payment, if required, shall be remitted directly to the physician upon validation of the examination. If available to the District and upon the employee's request, a copy of the examination will be given to the employee at no cost.

C.D. Medical Procedures

1. The District, when requiring training in safety and first aid for employees, will do so at no cost to the employee.
2. No employee shall be required to administer medications or perform any medical procedures unless the following conditions are met:
 - a. The student's parent or guardian has given the District written consent for the administration of medication.
 - b. The employee has been given instruction from qualified medical personnel regarding prescription medication or medical procedures.

21 SKEA Mediation Proposal February 15, 2024 for TA

- c. In the case of non-prescription medication, the parent has given written instructions for administering the medication.
- d. Before the employee administers the medication/medical procedures, the employee shall have access to and shall follow the instructions referred to in 2a and 2b above.
- e. All medical assessments or tasks requiring specialized procedures are assigned to only trained employees.
- f. All employees required to administer medication/medical procedures have been given training necessary to perform the task.
- g. The equipment and medical supplies necessary to safely perform the task are available.

TA 2/15/2024 John Beight - for the District
Tyler Siala-Lakey - SKEA

ARTICLE XXII AGREEMENT

A. Compliance Between Individual Contract and Master Agreement

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

B. Negotiation of a Successor Agreement

Subsequent to ~~July 1, 2023~~ **March 25, 2024** and prior to the expiration of this Agreement, either party may file written notice with the other of its desire to amend, modify, or terminate this contract. Such notice shall include the substances of such modification sought. The specific written language to implement such modification shall be presented no later than January 15, ~~2023~~ **2025**.

C. Duration of Agreement

1. This Agreement shall be effective ~~July 1, 2017~~ upon ratification except those provisions of the contract which have been assigned other effective dates and shall continue in effect until June 30, ~~2023~~ **2025**.
2. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

In witness whereof, the Association has caused this Agreement to be signed by its president and the Board has caused this Agreement to be signed by its chairman.

Salem Keizer Education Association

Mindy Merritt
For the Association

Chalya Nanayama
For the Board

~~July 14, 2021~~
Date

~~July 13, 2021~~
Date

TA 3/25/2024 John Beight - for the District
3/26/24 Tyler Siab - Lakeberg SKEA

MEMORANDUM OF AGREEMENT
Between
Salem Keizer Education Association
And
Salem-Keizer Public Schools

High School A/B Schedules

The following constitutes a Memorandum of Agreement (Agreement) between Salem-Keizer Public Schools (District) and Salem-Keizer Education Association (Association) regarding secondary high school schedules for the 2023-2024 school year and shall not establish any precedent.

The parties agree that for the 2023-2024 school year, all Salem-Keizer comprehensive high schools and the EDGE high school program will be on a fixed A/B Day schedule as follows for a regular five-day week:

| | |
|-----------|----------------------------|
| Monday | All 8 (eight) periods meet |
| Tuesday | "A" Day: Periods 1-4 |
| Wednesday | "B" Day: Periods 5-8 |
| Thursday | "A" Day: Periods 1-4 |
| Friday | "B" Day: Periods 5-8 |


The parties further agree that each high school may schedule up to one (1) Advisory period per week. If an advisory schedule is used, there will be (one) 1 day on the Advisory schedule to maintain a balance in time between "A" and "B" days. Advisory periods may only be utilized on Tuesdays or Thursdays. Each high school may schedule Advisory periods independently from one another. Advisory periods may be used for advisory lessons and activities, student club times, and for embedded interventions.

Mondays' instructional preparation time will be two full class periods (the two full class periods may or may not be consecutive); on block days, teachers will have one class period of instructional preparation time.

All provisions of the parties' Collective Bargaining Agreement not expressly modified by this Memorandum shall remain in full force and effect.

This Memorandum shall expire on June 30, 2024.


For the District Date 8/23/2023


For the Association Date 8/23/23

MEMORANDUM OF UNDERSTANDING

Between

Salem Keizer Education Association

And

Salem-Keizer School District, 24J, Marion County, Oregon

School Years 2023-2024 and 2024-2025 Limitations on Professional Development and District-
Assigned Duties

Salem-Keizer School District and Salem Keizer Education Association agree that funding for K-12 public education in the state of Oregon is inadequate. The parties further agree to collaborate as possible on ways to advocate for improved funding. Given the current funding limitations, the parties agree to the following limitations and restrictions for teachers and case managers:

For the remainder of the 2023-2024 school year, and upon ratification of the contract, the parties agree to educator meeting time requirements as follows:

- One Wednesday per month, before student contact time, shall be designated as district/supervisor directed time.
- All other Wednesdays in the month, before student contact time, shall be designated as educator directed time.
- One additional time before or after student contact time each week may be district./supervisor directed time. This does not include safety committee meetings.

For the 2024-2025 school year, the parties agree to educator and district/supervisor directed meeting dates and requirements as follows for the time before student contact time on Wednesdays:

| Month | Educator Directed | District/Supervisor Directed |
|--------------|--------------------------|-------------------------------------|
| September | 4 and 18 | 11 and 25 |
| October | 2 and 16 | 9 and 30 |
| November | 13 | 6 and 20 |
| December | 4 and 18 | 11 |
| January | 15 and 29 | 8 and 22 |
| February | 12 and 26 | 5 and 19 |
| March | 12 | 5 and 19 |
| April | 2 and 30 | 9, 16 and 23 |
| May | 14 and 28 | 7 and 21 |
| June | 4 | 11 |

- If any of these dates are canceled because of unforeseen events, delays or closures, they will not be rescheduled and the calendar will not be adjusted.
- **No more than one (1)** additional times before or after student contact time each week may be administrator directed time. This does not include teacher leadership team meetings.

Exceptions:

- IEP meetings may be scheduled during educator directed time as described above, and efforts will be made to ensure the educators involved, not including the case manager, miss no more than one Wednesday of educator directed time monthly and have no more than one IEP meeting during this educator directed time weekly.
- Meetings for student behaviors (as described in Article XV) or emergency meetings may occur during the above educator directed time and efforts will be made to ensure each educator involved is required to attend no more than one meeting of this type during the educator directed time weekly.

The parties agree the provisions of this Memorandum of Understanding are non-precedent setting.

This agreement goes into effect the month of ratification and expires on June 30, 2025.

Tyler Sialo-Lakeberg
On Behalf of SKEA

3/26/2024
Date

John Beight
On Behalf of the District

3/25/2024
Date

MEMORANDUM OF UNDERSTANDING

Between
Salem Keizer Education Association
And
Salem-Keizer Public Schools

Differential Schedule Review

The parties agree to complete a review of the differential schedule using a temporarily established joint committee. The committee will have equal participation from the Association and the District. The committee will review all current differentials included in the Agreement and refer recommendations to the Labor Management Committee for consideration and action. Review of existing differentials may be reviewed based on criteria that include:

- (1) Changes in the complexity, hours, or volume of the duties since the most recent establishment of the differential value; and/or
- (2) Changes in the qualifications or training required of employees qualified to perform the duties required of the extra duty; and/or
- (3) Changes in fundamental nature of the work required by the differential duty since its most recent revision.

Addition or removal of differentials may be reviewed and recommended based on criteria that include:

- (1) New roles within the district for which there is recognized and legitimate educational and/or extracurricular demand; and/or
- (2) Widespread reduction in demand for existing differentials such that it no longer warrants inclusion in the Agreement.

The review and decisions related to action shall be completed by December 31, 2024 and shall go into effect on July 1, 2025.

John Beight 3/24/2024
for the District
Tyler Steab-lakeby
Skea