



**Negotiated Contract**  
between the  
**Jefferson Education Association**  
and the  
**Jefferson School District 14J**  
of Marion County, Oregon

**July 1, 2022 to June 30, 2025**

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## PREAMBLE

- A. This Agreement is entered into between the Board of Education on behalf of the Jefferson School District No. 14J, Marion County, Oregon, herein referred to as the "Board" or "District," and the Jefferson Education Association, herein referred to as the "JEA" or "Association."
- B. The intent of the Agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to economic issues having a direct impact on the remuneration of the employees in the bargaining unit and other issues as specified by law.

## RECOGNITION

- A. The Board recognizes the Association as the exclusive bargaining representative for all regular full-time and regular part-time certificated teaching personnel employed by the District.
- B. Supervisors, confidential employees, substitute and per diem teachers are specifically excluded from the bargaining unit.
- C. Temporary employees who are hired for sixty (60) consecutive working days or less shall be excluded from the bargaining unit.
- D. Temporary employees in the bargaining unit do not receive lay-off and recall rights under Article 20 Reduction in Force/Recall.

## ARTICLE 1 - SICK LEAVE:

- 1.1 Each teacher shall be granted ten (10) days sick leave per school year, or one (1) per month actually worked, whichever is greater.
- 1.2 Workers' Compensation: The District shall pay to each teacher the difference between the regular salary and the salary received by the teacher under Oregon Workers' Compensation Law for absence due to a compensable injury, as specified in ORS 656.005(7) and 656.240. Each such day shall use a prorated amount of sick leave based on the percent of salary actually paid by the District.
- 1.3 The teacher's accumulated sick leave will be used for the public employees retirement system benefit purposes according to current PERS regulations.
- 1.4 A teacher will be allowed to use accumulated sick leave for personal illness or disability related to pregnancy. Accumulated sick leave as provided herein may be used each year by each bargaining unit member for the personal care of a spouse, child, brother, sister, mother, father, grandparents, grandchild, or any member of the household.

Three (3) additional days shall be awarded for serious illness, as confirmed by a physician.

Employees MUST use accumulated paid leave when taking qualifying leave under the Family Medical Leave Act and/or the Oregon Family Leave Act (OFLA) before unpaid leave.

- 1.5 Teachers who have used thirty-two (32) hours or less of sick leave during the contract year will be granted twelve (12) hours additional sick leave to be posted prior to the first work day of the next contract year.
- 1.6 SICK LEAVE BANK
  - A. The Association will administer a Shared Sick Leave Bank (SSLB) to provide additional paid sick leave days to certified employees, should a long-term serious health condition cause a certified member to exhaust his or her available accrued paid sick days, workers compensation, and disability.
    1. The SSLB is a voluntary program and only participating certified shall benefit.
    2. New certified employees may join within 30 days of the time of initial hire or during the open enrollment period (October 1 - October 31) each year.
    3. Certified employees who decline to join shall forfeit their right to participate in the program until the following open enrollment period, at which time, they may enroll and participate.
    4. All paid leave days contributed to the SSLB shall be deducted by the District from the contributor's leave balance at the time of contribution.

SICK LEAVE (Continued)

5. No rights guaranteed by the Family Medical Leave Act (FMLA) or the Oregon Family Leave Act (OFLA) are affected by participation the SSLB program.
6. See Appendix A for the Association's Shared Sick Leave Bank Guidelines from the Association's bylaws. If changes are made to the bylaws during the course of this agreement, the changes shall be included in the ensuing agreement.

1.7 No part of this article shall abrogate any part of the state or federal family leave acts.

ARTICLE 2 - LEAVE WITH PAY:

2.1 PROFESSIONAL LEAVE: A teacher may be granted days of professional leave with pay each school year to attend conferences, workshops, and school visitations. Such leave shall not be accumulative. Request procedures for approval of professional leave shall be included in the personnel policies. Professional leave approved for statewide in-service day will be in addition to the days a teacher may be granted for professional leave.

2.2 BEREAVEMENT LEAVE: In accordance with State family leave laws, each teacher shall be granted up to ten days of bereavement leave in the event of death in the immediate family with up to five (5) of those days paid by the employer. To be eligible for leave the employee must submit the required OFLA paperwork. Immediate family shall include the employee's spouse\domestic partner, parent, child, son-in-law, daughter-in-law, brother, sister, grandchild, grandparents and parents of the spouse, brother-and sister-in-law. Up to three (3) days shall be granted for other immediate family: aunt, uncle, cousin, niece and nephew. Bereavement for family members not defined shall be at the cost of the substitute.

When the District closes school due to a death, an employee may use personal leave, flex time, leave without pay or donated personal leave to attend the funeral. The employee may choose to work instead of attending the funeral.

Employees MUST use accumulated paid leave when taking qualifying leave under the Oregon Family Leave Act (OFLA).

2.3 JURY DUTY: Teachers serving on jury duty will be allowed full pay; any compensation by the court, except mileage, for such jury duty shall be paid to the District. Time may be granted for legal proceedings connected with the teacher's employment or with the school system.

2.4 PERSONAL / EMERGENCY LEAVE: Three (3) days of personal leave with pay shall be granted to each full-time employee who is contracted for the total school year. 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.

Personal leave may not be granted during the first five student days or the last five student days of the school year. Personal leave may not exceed four (4) certified employees per building, or nine (9) district-wide each day. Requests shall be granted based on a first requested, first granted basis.

Exceptions may be made for once-in-a-lifetime events (i.e. son or daughter's wedding, graduation).

Certified employees requesting personal leave shall complete a leave request in iVisions for approval at minimum five (5) days in advance (arrangements can be made with immediate supervisor for exceptions).

- A. At the end of the year, if an employee has not used personal leave, time shall be distributed in the following manner:
  - 1. The first eight (8) hours of unused personal leave will be paid to the certified employee at the current daily substitute rate.
  - 2. The second eight (8) hours of unused personal leave will be rolled into the next contract year's personal leave account, not to exceed 32 hours.
  - 3. The remaining hours of unused personal leave will be rolled into the employee's sick leave account.

PERSONAL / EMERGENCY LEAVE (Continued)

- B. At the end of the year, if an employee has used less than eight (8) hours of personal leave, time shall be distributed in the following manner:
  - 1. The certified employee will be paid the remainder of that eight (8) hours at the daily substitute rate.
  - 2. The second eight (8) hours of unused personal leave will be rolled into the next contract year's personal leave account, not to exceed 32 hours.
  - 3. The remaining hours of unused personal leave will be rolled into the employee's sick leave account.
- C. At the end of the year, if an employee has used eight (8) or more hours of personal leave, time shall be distributed in the following manner:
  - 1. Eight (8) hours of unused personal leave will be rolled into the next contract year's personal leave account, not to exceed 32 hours.
  - 2. The remaining hours of unused personal leave will be rolled into the employee's sick leave account.

2.4 Leave with pay will be granted for Board approved teacher exchanges.



ARTICLE 3 - LEAVE WITHOUT PAY:

3.1 Professional Leave: Long Term

- A. A teacher shall be eligible to apply for a one-year leave of absence, without pay, after four (4) years of uninterrupted service in the District. A written request must be filed with the Superintendent prior to March 15 of the school year preceding the leave.
- B. Such leave of absence may be granted to an employee for further education or work, which would increase knowledge and develop skills required in said employee's present position or for another position in the District to which the teacher aspires.
- C. The following criteria shall be considered in granting such leave requests:
  - 1. The individual must justify the leave request by presenting evidence that the activity to be pursued during the leave will likely result in improved performance.
  - 2. If the leave is requested to enable the individual to prepare for a higher position, the person's qualifications for such a position shall be considered.
  - 3. A suitable replacement for the period of the leave must be available.
  - 4. The availability of an appropriate assignment for the staff member upon return must be likely.
- D. The individual shall not be eligible for any insurance or any regular benefits during the leave of absence.
- E. Sick leave accumulated prior to the leave shall be recognized upon the return of the employee. Sick leave shall not accrue for the one-year's leave of absence.
- F. The number of leaves granted in the District may be limited to one (1) per year. If two (2) or more people apply for leaves during the same year, priority will be based on, (a) length of service in the District; (b) the type of training; and (c) the value to the District of said training.

3.2 Leaves without pay for up to one (1) year for reasons deemed sufficient by the Board including, but not limited to, health and pregnancy may be granted.

3.3 An employee on a leave without pay is expected to return to the District the year following such leave of absence; however, this does not exclude the employee from provisions of ORS 342.513(2), and the employee shall notify the Board in writing by April 1st of his/her intent to return the ensuing school year.

## ARTICLE 4 - PAYROLL

- 4.1 A written account of the amount of sick leave used and the amount of accumulated balance will be included with each paycheck.
- 4.2 Upon appropriate written request from the teacher, the District shall, within reasonable time and procedure limitations, deduct from the salary of any teacher and make appropriate remittances for the following:
- A. JEA, OEA, NEA dues
  - B. Union Designated Insurance Carrier
  - C. UGN
  - D. Marion-Polk Schools Credit Union
  - E. Tax-sheltered annuities to be limited by District policy as to number, etc. of companies
- 4.3 The practice of paying teachers 1/12th of their annual salary each month of the calendar year shall be continued. The June, July, and August paychecks shall be distributed in June in three separate checks.
- In the event of unusual financial circumstances, the Superintendent will notify the Association of an emergency situation which may prevent lump sum payment.
- 4.4 Deduction will be remitted to the Association at the address provided on a monthly basis-
- 4.5 If the District tenders defense of any claim or suit brought against the District as a result of the provisions of this article to the Association within thirty (30) days of notice of such claim order, suit, or judgment, the Association agrees to hold the District harmless against any orders or judgments that result. The District will give its full cooperation to the attorney provided by the Association. The Associations obligation does not extend to criminal allegations or actions brought against the District by the Association.

ARTICLE 5 - INSURANCE:

- 5.1 Beginning July 1, 2022 the District shall pay up to \$1450 per employee, per month for insurance premiums for family medical, dental, vision, and other insurance for each member of the bargaining unit and his/her family. Beginning July 1, 2023 the District payment shall increase to \$1,525, and for the July 1, 2024 – June 30, 2025 contract time period, the contract will be reopened for insurance bargaining. Such benefits shall be at the composite rate when available.
- 5.2 In the event of duplicate coverage, through another employed family member, it shall be the responsibility of the teacher to apply for and use the Medical Supplement option, if available. If such option is not available, it shall be the employee's responsibility to notify the District under which medical insurance policy the family wishes to be covered. Should duplicate coverage no longer be available, the employee will have the option of enrolling in the regular medical program.
- 5.3 For the purpose of this article, family shall be defined according to the guidelines of the insurance carrier.
- 5.4 For the entire period of this agreement, the District will make available all medical, dental, and vision insurance options through OEBB.
- 5.5 The District will make available all opportunities for optional insurance (e.g. long term disability, AD&D, life, etc.).
- 5.6 The District shall provide a full menu Section 125 for teachers. The maintenance company will be chosen by the District.
- 5.7 The Association President or designee/s and the Superintendent and Business Manager shall communicate regularly to review insurance options.
- 5.8 Should the District and the Association fail to reach a successor agreement by June 30, 2022 the health insurance cap will remain in effect until such agreement has been reached.
- 5.9 For those employees who choose an insurance plan that falls below the employer contribution, the difference shall be distributed as follows:
- Employees choosing an HSA eligible medical, dental, and vision plan, 100% of the difference shall be deposited into their HSA account, up to the maximum allowed by law.
- Employees choosing a traditional medical, dental, and vision insurance plan, 100% of the difference shall be contributed to a Section 125 account, up to the maximum allowed by the law.<sup>8u</sup>
- 5.10 For the period of this Collective Bargaining Agreement, both parties agree to continue discussing a tiered insurance option that favors both the District and JEA. In the event that such an option is developed it is agreed that bargaining would be reopened for just the insurance portion (Article 5) of the Collective Bargaining Agreement).

ARTICLE 6 - TUITION & TRAVEL REIMBURSEMENT:

- 6.1 TUITION REIMBURSEMENT: For the term of the agreement tuition shall be reimbursed for up to six (6) hours of credit per year per teacher for classes that enhance the teacher's present teaching assignment.

2019-2022 - \$270 per credit.

Reimbursement under this article will be limited to a yearly total of ninety-five (95) credits 2019-2022 - \$25,650. If more than ninety-five (95) credits are approved each year, the amount of reimbursement per credit will be adjusted to remain within the above stated limit. The cycle for tuition reimbursement shall be September through August of each school year. Requests for reimbursement will only be honored for course work completed during the previous school year cycle and only to staff returning for employment to the district in September of the following school year. All requests for reimbursement shall be due by September 15 of each year.

If the fund for the ninety-five (95) credits has not been exhausted, the remaining funds shall be applied to those applicants taking additional credits beyond six (6) but not exceeding nine (9) credits.

Written approval from the Superintendent, or his/her designee, must be obtained prior to the start of any class subject to reimbursement. Failure to receive prior written approval relieves the District of any obligation for reimbursement for tuition.

For classes sponsored by the District, teachers will be reimbursed the actual cost of tuition up to the yearly rate per credit. This amount will be subtracted from the total yearly obligation of the District. The balance will be divided among the remaining credits at the appropriate per credit rate or the prorated amount.

- 6.2 TRAVEL REIMBURSEMENT: For the term of the agreement the District shall reimburse teachers at the IRS rate for the use of any teacher's privately-owned vehicle for instructional related use and for certain business related use which has been authorized by the District Superintendent.

ARTICLE 7 - CONFERENCE FEES:

- 7.1 FOR THE TERM OF THE AGREEMENT the District will reimburse an employee up to \$300 per day for conference registration fees, meals and lodging for attending conferences and/or workshops. The conference and/or workshop must be directly related to the teacher's teaching assignment and be approved in writing in advance by the District office.

Meals will be reimbursed only when the conference or workshop includes an overnight stay or when the cost of the meals is included in the registration for the conference or workshop.

The District shall pay for hotel accommodations for multiple day workshops and conferences when the location is forty-five (45) miles or more from the worksite. The District shall pay for hotel accommodations for single day workshops and conferences when the location is eighty (80) or more miles from the worksite. The reimbursement shall be within the financial limitations of this Article.

ARTICLE 8 - SUPERVISION PAY:

- 8.1 Supervision pay shall be given to any individual for required supervision beyond normal job/advisor expectation, as specified in the job description. The number, selection, amount of time and assignment shall be an administrative function. Administrators, when seeking additional support will reach out to an Association member for this purpose. Examples may include athletic events supervision or setting up and coordinating events.

Supervision pay shall be as follows:

At an hourly rate of 80% of the base rate.

Each time the base salary rises during the term of the Agreement, the supervision rate shall be adjusted accordingly.

Supervision assignments will be offered first to members of the bargaining unit. If, at the time assignments are made, members of the Association have declined or not accepted the assignments; the District has the right to hire individuals not in the bargaining unit for the supervisory assignments.

ARTICLE 9 - PLAN FOR DEVELOPMENT OF PERSONNEL POLICY:

- 9.1 The Board recognizes its responsibility to review and update personnel policy. In this development, the faculty will be used, including administrators, supervisory personnel, and staff, to suggest additions, deletions, and corrections to existing policies. As policies are written and rewritten, they will be submitted to the School Board for approval, and copies of adopted policies will be maintained in a district website and available by link on the district webpage. The Association president will be furnished with a copy of all proposed additions, deletions, and changes to personnel policy at least three (3) weeks prior to adoption. Nothing is intended to prohibit the Association from requesting changes in current policy or addition of new policy.
- 9.2 Members will be notified in writing within ten (10) working days of adoption of District personnel policy.

## ARTICLE 10 - GRIEVANCE PROCEDURE:

The School Board recognizes the need to provide for the orderly resolution of any grievance arising out of violation, interpretation or inappropriate application of the provisions of this agreement. Any member of the bargaining unit shall have the right of access to the grievance procedures adopted by this School District.

The School Board guarantees that there shall be no reprisals against any employee utilizing the grievance procedures, by the Board or any employee of the School District.

### GENERAL PROVISIONS --

- A. Procedures should be processed as rapidly as possible, the number of days indicated for settlement or appeal at each level should be considered a maximum. The time limits can be extended by written mutual consent of the parties involved at any level of the procedures.
- B. All parties in interest have a right to choose consultants or representatives for each level of these grievance procedures.
- C. Each party shall bear its own financial responsibility; i.e., each party shall pay any and all costs incurred by said party.
- D. The grievance procedure will not be used while an aggrieved is under the jurisdiction of the courts or has resorted to the judicial process.
- E. Every effort will be made by all parties to avoid the unnecessary involvement of students in the grievance procedure.
- F. Procedures may terminate at any level if the complainant so indicates in writing or fails to pursue the complaint within the specified time limits.
- G. For the purposes of this article, working days shall be the one hundred ninety (190) contract calendar days excluding paid holidays.
- H. All documents, communications, and records dealing with the processing of grievances shall be filed separately from the personnel file of the aggrieved. Settlements/ resolutions or awards pertaining to fiscal matters may be placed in the personnel file if needed for auditing purposes.

### GRIEVANCE PROCEDURE --

- A. The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure, and there shall be no suspension of work or interference with the operations of the school system. Meetings or discussions involving grievances or these procedures shall not interfere with teaching duties or classroom instruction.
- B. "Grievance" shall mean a complaint by an employee, group of employees or the Association that there has been, to the complainant(s), a violation or inequitable application of any provision of the contract. Association grievances shall be filed at Level Two of the grievance procedure.



## LEVELS OF GRIEVANCE --

### LEVEL ONE - Informal and Formal Grievance Level.

Within four (4) months of the act or condition, or knowledge of the act or condition, the aggrieved will first discuss the grievance with the Principal or immediate supervisor with the objective of resolving the matter informally. If the aggrieved is not satisfied with the disposition of the grievance, he or she may file a written grievance with the immediate supervisor within ten (10) working days following the informal meeting. This grievance shall set forth the grounds upon which the complaint is based and the reason why the aggrieved considers the decision rendered is unacceptable. The immediate supervisor shall communicate the decision in writing within ten (10) working days to the aggrieved.

### LEVEL TWO - Appeal Level

If the grievance is not settled in Level One, and the aggrieved wishes to appeal the grievance to Level Two, the aggrieved may file the grievance in writing to the Superintendent within ten (10) working days after receipt of the Principal's or immediate supervisor's written answer. The written grievance shall give a clear and concise statement of the alleged grievance including the fact upon which the grievance is based, the issues involved in the contract, and relief sought. The Superintendent shall thoroughly review the grievance, arrange for any necessary discussions, and give a written answer to the aggrieved no later than ten (10) working days after the receipt of the written grievance.

### LEVEL THREE - Hearing

If the Superintendent's decision is unsatisfactory to the aggrieved, he or she may appeal within five (5) working days of the receipt of the decision in writing to the School Board. Within five (5) working days of the receipt of the appeal, the School District Board of Directors will notify all official parties of a hearing to be held within twenty (20) working days of the receipt of the appeal. The Board of Directors shall hear arguments of the Superintendent and of the aggrieved. At the written request of the aggrieved, the hearing before the School Board shall be a public hearing. Within five (5) working days following the hearing, the School Board of Directors shall render a decision in writing to all official parties.

### LEVEL FOUR - Arbitration

Grievances not settled in Level Three of the grievance procedure may be appealed by the Association to arbitration, provided:

- a. Written notice of a request for arbitration is made to the Superintendent within ten (10) school days of receipt of the school board's decision in Level Three.

ARTICLE 10 - GRIEVANCE PROCEDURE

LEVEL FOUR – Arbitration (Continued)

- b. The issue must involve the interpretation or meaning of a specific provision(s) of the Agreement.

When a timely request has been made for arbitration, the parties or their designated representative shall attempt to select an impartial arbitrator. Failing to do so, they shall within ten (10) school days of the appeal, jointly request the Public Employee Relations Board to submit a list of five (5) arbitrators. As soon as the list has been received, the parties or their designated representatives shall determine by lot the order of elimination and thereafter each shall in that order, alternately strike a name from the list and the fifth and remaining name shall act as arbitrator.

The arbitrator shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written decision. The arbitrator shall have no power to advise on salary adjustments, except as to the improper application thereof, nor to add to, subtract from, modify or amend any terms of this Agreement. A decision of the arbitrator shall, within the scope of his/her authority, be binding upon the parties.

The Board and the JEA will share equally the costs of the arbitrator and the cost of the hearing room.

ARTICLE 11 - MANAGEMENT RIGHTS:

- 11.1 The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights and authority, duties and responsibilities conferred upon and invested in it by the laws and the constitution of the State of Oregon. Such powers, rights, authority, duties, and responsibilities shall include but are not limited to:
- A. The executive management and administrative control of the school system and its properties and facilities;
  - B. The hiring of all employees and, subject to the provisions of the law and this Agreement, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion, and the promoting and transferring of all such employees.
- 11.2 The exercises of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices shall be limited only by specific terms of this Agreement and then only to the extent that such specific terms are in conformance with the constitution and the laws of the State of Oregon.

ARTICLE 12 - ASSOCIATION RIGHTS:

- 12.1 The Board shall make available to the Association public information which is related to matters covered in this Agreement and public material necessary to develop bargaining proposals and other public material data necessary to represent the employees in the bargaining unit.
- 12.2 The local Association, or committee of the local Association, shall be allowed the use of school buildings for meetings, provided such use is approved in writing in advance and does not interfere with other scheduled activities. The Association is responsible for any damages resulting from this use.
- 12.3 The Association will limit its posting on information to such space and agrees to post information related to union business and advocacy. No postings will be derogatory to the district.
- 12.4 The local Association may use District mail facilities and mailboxes to distribute information to members of the bargaining unit.

In addition, the Association may use the school telephone, e-mail, and other equipment for Association business provided such use does not interfere with other scheduled activities or duties. The Association shall use due care and diligence to insure that a virus is not introduced into the District's computer system when importing e-mail or attachments from outside the District's system.

The Association agrees to reimburse the District for supplies and materials, for all long distance telephone calls or other incidental charges related to such use.

- 12.5 The Association shall provide a list of designated representatives to the District, upon request, each September. The Association shall provide an updated list to the District within ten (10) days of when a change occurs during the school year.

Visitation. Official representatives of the Association, other than District employees, may arrange/schedule in advance with the building administration to visit the work area of members of the bargaining unit during the work day. Such visits may not disrupt the employee while working with students during work hours.

District Paid Association Release Time:

Association representatives, designated by the Association President, shall be granted up to the total of 8 days during regularly scheduled hours without loss of pay, seniority, leave accrual or other benefits for:

- Investigating and processing grievances and other workplace-related complaints on behalf of the Association;
- Attending investigatory meetings and due process hearings involving represented employees meeting with administrative staff or designees;
- Annual membership engagement;

Participate in or prepare for proceedings under ORS 243.650 to 243.782 that arise from a dispute involving a collective bargaining agreement, including arbitration proceedings, administrative hearings, and proceedings before the Employment Relations Board.

Acting as a representative of the exclusive representative for employees within the bargaining unit for purposes of collective bargaining.

Should Association representatives require additional time beyond the initial 8 days, Association representatives may take additional leave time and the Association agrees to reimburse the District for the actual cost of the employee's compensation for the additional time used.

Members should use time before or after their workday or during prep time or lunch time or any other non-student contact time that has not been previously scheduled for meetings or other duties, to serve as designated representatives for the above-listed activities as the first option before using time during the student contact day. Where substitute time is required, the cost of the substitute to cover the designated employee's absence from regularly assigned duties shall be:

Borne by the District if the Superintendent or other administrator schedules a meeting during the designated representative's assigned work time.

Otherwise, paid for by the Association or covered out of days provided in the section below, subject to the approval of the Association president.

**New Employee Orientation.** Prior to the start of the school year the District shall provide a sixty (60) minutes block of time during the new employee orientation for the Association to meet with new employees hired during Summer break. For any bargaining unit member hired after the start of the school year, the District shall notify the Association, within one week of the first day of work, of the name and worksite of the new hire. The Association shall be granted thirty (30) minutes of work time to meet with the new bargaining unit member, to be scheduled at times that do not interfere with the employee's performance of assigned duties.

For each day of leave under this section the Association will pay the District at the daily substitute rate.

Application for this leave will be by letter, which must include the name of the certified employee. Such letter must be received in the District office a minimum of five (5) working days prior to the date of the requested leave.

## ARTICLE 13 - WORK DAY:

- 13.1 Teacher Day Length: The normal work day for teachers shall be eight (8) hours. Full time teachers shall be on duty and available for work on the school site, or site otherwise designated by their Principal or immediate supervisor for such above period of time, on days teachers are to report to work.
- 13.2 Such normal work day shall include a minimum one-half hour continuous duty-free lunch period. Teachers leaving the building during their lunch period must notify the Principal or the office that they are leaving.
- 13.3 PREP TIME: Within the regular teacher work day or hours of work, there shall be provided preparation time during student contact hours, which shall be free of any other duties or responsibilities.

Middle and High School teachers shall be provided one (1) instructional period free of other duties or responsibilities for utilization, as preparation time each work day. On any one (1) day the block cannot be less than forty-five (45) minutes.

Elementary teachers shall be provided preparation time free of other duties or responsibilities. On any one (1) day the block cannot be less than forty-five (45) minutes.

For any scheduled modified student-contact day, preparation time will be no less than a thirty (30) minute block, free of other duties or responsibilities.

Teachers assigned to more than one (1) building shall receive preparation time not less than an average of the buildings to which they are assigned. Preparation time shall not be used for travel time between worksites for employees who are assigned to more than one (1) worksite.

Employees working less than full-time shall have a prorated amount of preparation time, based upon the employees' percentage of full-time work.

Teachers who, with prior administrative approval, agree to cover a class for 30 minutes or more during their preparation time shall be paid at a per diem rate for that period of time. Willingness or lack thereof to provide coverage for another teacher during prep time shall not be used as a factor in the evaluation process.

By mutual agreement between the Association and District a variation to the preparation schedule may be established provided that the total preparation time per week is no less than the total time per week for the assignment. Prior to the agreement the Association will get written approval from the affected teacher. The District and the Association will maintain a written copy of the preparation time change.

13.4 FLEX TIME: Association members will be allowed flex time equivalent to the total hours they are expected to be present outside their contract time. Total flex time accrual will not exceed 10 hours.

Administrators and members should plan events in a way that does not exceed an individual's accrued time. If Association members exceed the 10 hours and are required to attend IEP meetings, additional time may be approved by the administrator. In such instances, both parties should work together on when to use the accrued time. Members wanting to volunteer their time to an event after flex time cap has been reached will be allowed to do so. However, there will be no expectation from Administration for members to volunteer their time.

Member flex time accrual will be approved in advance and reported electronically (i.e. iVisions), per building administration.

Flex time shall be granted when the member's attendance is expected or the member's absence would be inappropriate. Examples include IEP meetings, parent meetings, or non-paid evening events.

Flex time must be used outside of student-contact hours and be used prior to the conclusion of the contract. Members, in working with their administrator, will provide prior notification when they use their flex time.

Flexible time may be used for non-student make-up days.

Flexible time may not be used for District scheduled in-services, release time for 21st century restructuring, or school requested release time. The above items listed shall not be scheduled during student grading days, or non-student make-up days. Prior notice of intended use of flexible time will be given to the Administration.

## ARTICLE 14 - EVALUATION

- 14.1 The District will comply with ORS 342.850 and ORS 342.856.
- 14.2 All contract teachers will be evaluated at least every other year with multiple observations. All probationary employees will be evaluated at least annually with multiple observations.
- 14.3 All monitoring of observation of the work performance of the employee will be conducted openly and with full knowledge of the employee
- 14.4 Plan of Assistance for Improvement
  - A. If the District does not extend a contract status teacher's contract by March 15 of the first year of the contract, the District may place the teacher on a Plan of Assistance for Improvement.
- 14.5 The District will use clearly defined criteria developed in conjunction with the Association which ensures due process for staff evaluations.



ARTICLE 15 - RIGHTS OF PROFESSIONAL EMPLOYEES:

15.1 Required meetings and hearings: any teacher directed to appear before the Superintendent, the Board, Supervisor, or a committee (which could adversely affect the continuation of that employee in his/her office, position, or employment, or the salary or any increments pertaining thereto) shall be given prior written notice of the nature for such a meeting or interview and of the right to have a representative of the Association and/or legal counsel present.

15.2 ACADEMIC FREEDOM

The District and the Association agree that academic freedom, consistent with the performance and curriculum guidelines and directives of the District, Board and State is helpful to the fulfillment of the purposes of the District. Employees have a need to be protected from censorship or restraint which might interfere with their obligation in the performance of their professional duties.

Teachers needing protection from censorship and restraint will work with their building administrator and attempt to provide clarity and understanding.

Disputes under this section shall not be subject to the grievance procedure but shall be subject to a hearing and review of the Board provided that the issue is brought to the attention of the Superintendent within forty-five (45) working days of the alleged incident.

The standard used by the Board in its deliberations shall be in accordance with the paragraphs above.

15.3 DISTANCE LEARNING

It is mutually recognized that “distance learning” technologies and programs can offer expanded educational opportunities to the District’s students, as well as a shared desire to facilitate the realization of such opportunities. Therefore, the District and the Association agree as follows:

- A. The District retains the right to offer courses through “distance learning” which are an enhancement of, or in addition to, courses currently provided by the employees.
- B. The instruction for all “distance learning” classes must be provided by a person holding a valid teaching license. If the on-site direct supervision is being provided by a non-licensed employee, said employee shall not perform any duties normally reserved for licensed personnel, as per TSPC guidelines.
- C. During the term of the agreement, no employee will be terminated, nor shall the total hours of positions be reduced as a result of the District’s utilization of “distance learning” or contracting out of these services.

ARTICLE 15 - RIGHTS OF PROFESSIONAL EMPLOYEES (Continued)

15.4 NONDISCRIMINATION

The District agrees that in all personnel matters, it will not discriminate on the basis of race, color, religion, national origin, sex, age, marital status, sexual orientation, or mental or physical disability.

Any bargaining unit member, or the Association, who alleges any form of illegal discrimination shall report such action to the Superintendent or school board as soon as possible. The Superintendent shall investigate the incident and provide a response within ten (10) days of the receipt of the complaint. If the employee is not satisfied with the response, they are free to file a complaint with the Bureau of Labor and Industries (BOLI). Such complaints shall not be subject to the grievance procedure.

The District further agrees that it will not discriminate on the basis of sexual orientation or domicile. If an employee believes they have been subject to such discrimination, they may file a grievance under Article 10 of this Agreement.

ARTICLE 16 - TEACHER ASSIGNMENTS:

- 16.1 Teachers will be notified of their assignment for the following year by the last day of the school year. Any changes after this date will be made only after discussion with the affected teacher and principal.
- 16.2 The principal shall, if possible, discuss any assignment change(s) with the teacher to allow time to prepare for the assignment change(s).

If a vacancy occurs in the District for an existing or new position the administration will notify current staff by posting and by district email as follows:

- A. When a vacancy occurs between the first contract day and the last contract day of any school year, the posting shall be posted both internally and externally, concurrently for a minimum of five (5) work days.
- B. When a vacancy occurs during the regular scheduled summer break of any school year, the posting shall be posted internally and externally for a minimum of five (5) work days.

Staff members who are interested in the open position and who hold the proper license and endorsements may notify the administration of their interest in the open position in writing. The District will give first consideration to bargaining unit members.

- 16.3 Prior to a final decision being made regarding an involuntary transfer, the teacher will have the opportunity to make known to the appropriate administrator his/her wishes regarding a new assignment, to clarify any questions about the proposed transfer and to explore any alternative transfer possibilities. The affected staff members shall receive such notice in writing.
- 16.4 If a teacher is involuntarily transferred after the beginning of the contracted year, the teacher shall be provided reasonable time of no less than one (1) day and up to three (3) days duty free time to prepare for the assignment.

Definitions:

Assignment: Shall refer to the bargaining unit position in which the employee is placed.

Transfer: Shall mean a change from an employee's current assignment to a different assignment.

Voluntary Transfer: Is one in which an employee applies for and is selected to fill a vacant position.

Involuntary Transfer: Is one in which an employee is transferred at the initiation of the District.

## ARTICLE 17 - TEACHER WORK YEAR:

- 17.1 The teacher work year shall consist of one hundred ninety (190) paid contract days. The Association will have the opportunity to comment on the calendar before adoption by the Board.

The teacher work year shall include the following paid holidays: Labor Day, Veteran's Day, Thanksgiving, Christmas, New Years and Memorial Day. President's Day and Martin Luther King Day shall be unpaid holidays.

At the end of each quarter, there shall be provided one (1) full grading day. Site base decisions may create alternative grading schedules. However, the release days shall remain the same for all buildings. These site base decisions shall be by a vote of an 80% majority of the bargaining unit members in that building. The alternative schedule must meet the approval of the District and the Board prior to implementation. A minimum of four (4) workdays shall be provided at the beginning of the school year. Not more than two and a half (2.5) days shall be assigned to district / building / professional development. Not more than one half (.5) days shall be assigned to Safety Training. Two (2) days shall be assigned for teachers to work in their classrooms. Two and one-half days (2½), which includes the grading day, shall be provided at the end of the school year for elementary teachers. One and one-half days (1½) which includes the grading day, shall be provided at the end of the school year for middle and high school teachers. The adjustment will be on the student calendar. Elementary students will be released for summer break a day before the middle and high school releases. All staff will start and end on the same day. Statewide in-service day shall be a paid contract day. Teachers shall have the option to report to work in District or to attend an approved in-service or staff development activity.

### 17.2 INCLEMENT WEATHER/EMERGENCY CLOSURE:

- A. Whenever student attendance is not required due to inclement weather or other unanticipated reasons, teachers will not report to work.
- B. The day(s) missed due to inclement weather or other unanticipated reasons may be made up at the end of the normal school year.
- C. Late starts/early dismissals: Teachers shall not incur any reduction in pay when the start of the school day is delayed or school is dismissed early due to inclement weather or other unanticipated reasons.
- D. Should inclement weather conditions occur on a pre-scheduled, non-student day, teachers are not required to report to work. Teachers will call in if they are not reporting to work under D.

ARTICLE 18 - PERSONNEL FILES:

- 18.1 The official personnel files on all teachers shall be kept in a central location; such files are confidential. Administrative working files and investigatory files regarding allegations of misconduct are considered personnel files for purposes of the confidentiality provisions of this agreement. Teachers will have the right, upon request, to review the contents of their personnel file and to review a copy of any documents contained therein; however, teachers shall not have the right to view confidential letters of reference received by the District prior to the teacher being hired. A teacher will be entitled to have a representative accompany him/her during such review of the teacher's personnel file. The Superintendent or his designee shall be present while the file is being examined.
- 18.2 A teacher will have the right to indicate those documents and/or other materials in his/her file, which the teacher believes to be obsolete or otherwise inappropriate for retention. Said document will be reviewed by the Superintendent, and if the Superintendent agrees, the documents will be destroyed. The Superintendent's decision on this matter is final and binding.
- 18.3 No evaluation, written disciplinary action, or complaint, which has not been previously made available to the teacher, will be used by the District in any demotion, discipline, or other involuntary change in employment status of the teacher.
- 18.4 The teacher will have the right to attach a written statement to any written material placed in the teacher's personnel file.
- 18.5 No negative material will be placed in an employee's personnel file unless the employee has had an opportunity to review it. An employee will acknowledge that he/she has had the opportunity to review such material by signing to the copy to be filed. A signature in no way indicates agreement with the contents. Refusal to sign shall not result in discipline until after the employee has had an opportunity to consult with representation within a reasonable time and again refuses to sign.

## ARTICLE 19 – COMPLAINT PROCEDURE

### 19.1 COMPLAINT PROCEDURE

A. If a complaint is made to the Administration, it will be processed in a timely manner under the following conditions:

1. If in the Administrator’s judgment, the complaint is sufficient to require a conference, the conference will be held within ten (10) working days of the receipt of the complaint. The Administration will share available information received with the teacher. If the supervisor chooses not to notify the teacher of the complaint within the ten (10) working days, the complaint shall not be used against the teacher in subsequent action by the District.

If the complaint is of a criminal nature, and the District has been instructed not to inform the employee of the complaint by a law enforcement agency, these timelines shall not apply.

2. If the Administrator intends to pursue the complaint and place such complaint in the employee's personnel file or record in the evaluation, the complaint shall be reduced to writing within ten (10) working days. Only signed and validated complaints will be placed in the teacher’s personnel file or used in the evaluation process. Unless anonymity is required by law, before discipline can be administered, the Administrator will provide the identity of the complainant.
3. The employee shall have right to representation during all discussions with management. The employee shall also be provided with the findings of fact at the conclusion of the investigation.

B. The employee shall have the right to grieve actions taken under 19.1 that are not in compliance with this process.

C. If the complaint or a record of the complaint is placed in the teacher's personnel file, it shall be considered discipline. Non-disciplinary communications such as a memorandum of direction and documents resulting from the evaluation process shall not be considered discipline. The evaluation procedure shall not be considered discipline.

Definition: A complaint is defined as a negative remark or criticism made against an employee.

## ARTICLE 20 - REDUCTION IN FORCE/RECALL

- 20.1 The District shall determine when a reduction in staff is necessary and which programs will be affected. When a reduction in force is placed on a Board agenda, the District shall notify the Association in writing. Teachers affected by the reduction will be notified at least twenty (20) days prior to the effective date of the layoff.
- 20.2 In the implementation of a reduction in staff, the District will determine the level of staffing for each program and which teacher will be retained. Selection of teachers for retention will be based on current certification, other legal requirements, and seniority. In determining teachers to be retained when a school district reduces its staff, the school district must:
1. Determine whether teachers to be retained hold proper licenses at the time of layoff to fill the remaining positions.
  2. Determine seniority of teachers to be retained, calculated from the first day of actual service as teachers with the school district inclusive of approved leaves of absence. Ties shall be broken by drawing lots.
  3. The District will also consider cultural and linguistic expertise as defined in the ORS 342.934.

Competence shall be defined as having a valid license for a position, having satisfactory evaluations, and not being in the process of termination or having failed to meet the expectations of a program of improvement at its conclusion.

- 20.3 For purposes of this article, seniority shall be defined as the teacher's total length of continuous service with the District, based on the teacher's first day of actual service with the District. Ties shall be broken by drawing lots. District approved leaves shall not be considered a break in service.
- 20.4 The insurance benefits for a teacher on layoff status will be eligible for COBRA Insurance through OEGB.
- 20.5 Reductions in staff and recall under this article shall apply to all members of the bargaining unit.
- 20.6 Recall:
- A. At the time a teacher is placed on layoff status by the District, the teacher may indicate in writing his/her intent to return to the District. The teacher will, at that time, provide the District with the address for which notices will be sent. It shall be the teacher's responsibility to maintain a current address on file in the District Office.
  - B. In the event of a recall, teachers will be recalled in reverse order of layoff. The District shall notify a teacher who has expressed a desire to return to the District of the recall by certified mail, return receipt, sent to the last address provided by the teachers.

ARTICLE 20 - REDUCTION IN FORCE/RECALL (Continued)

- C. Teachers will have twenty (20) calendar days from receipt of such notice to notify the District in writing of his/her intent to return to the District. Failure of the teacher to so respond within the time herein specified, or to accept a position, shall terminate such teacher's right to recall to any position.
  - D. A teacher electing to return to the District will have at least thirty (30) days to report for assignment. Upon written request from another district employing the teacher sixty (60) days may be granted.
  - E. No new employee will be hired into the District until each qualified teacher on the recall list has had an opportunity to accept or refuse the position. For purposes of recall, "qualified" shall mean that the teacher was properly certified for the available position at the time of layoff from the District.
  - F. After fifteen (15) months, teachers remaining on laid-off status will be removed from the recall list and are no longer eligible for re-employment under this procedure.
  - G. All benefits to which a teacher was entitled at the time of layoff, including unused accumulated sick leave, will be restored to the teacher upon the teacher's return to active employment, provided those benefits are still in effect, and the teacher will be placed on the proper step of the salary schedule for the teacher's experience and education.
- 20.7 Appeal from the Board's decision on reduction in staff and recall shall be by the Grievance Procedure detailed in Article 10 of this Agreement. The process shall begin at Level 2.
- 20.8 Any teacher who has been dismissed or non-renewed pursuant to ORS 342 and the Fair Dismissal Law, for reasons other than a lack of funds or reduced enrollment, shall not be subject to the provisions of this article.
- 20.9 A non-extended administrator may be placed in a vacant teaching position provided that; 1) the placement will not result in any member of the bargaining unit being laid-off. 2) The placement would not deny a licensed and qualified teacher on the recall list who would otherwise be entitled to be recalled to that position.



ARTICLE 21 - JUST CAUSE:

- 21.1 No employee will be disciplined without just cause.
- 21.2 The dismissal of contract teachers shall be covered solely by the Fair Dismissal Law. Probationary teachers shall be covered for non-renewal or dismissals under the provisions of ORS 342.835.
- 21.3 All teachers new to the District will serve a three (3) year probationary period

## ARTICLE 22 - COMPENSATION

- 22.1 Teachers employed half-time (0.5 FTE) or more shall be granted prorated benefits and salary provided to full-time teachers. Subject to the rules, regulations and limitations of the insurance carrier(s), employees entitled to prorated benefits as provided herein may apply all said benefits to part or all of the insurance package. Teachers employed more than full-time shall be paid an additional 1/190th of their salary for each additional day. Teachers employed after the start of the year shall be paid 1/190th of their salary for each day employed.
- 22.2 See "Salary Guide" and "Extra Duty Guide" in this agreement. See terms of agreement.
- 22.3 2022-23 Teachers will receive a vertical step  
2023-24 Teachers will receive a vertical step  
2024-25 The contract will be opened up for bargaining
- 22.4 Teachers who attain the accumulated amount of credits required to make a horizontal move on the salary schedule will submit proof of the completed course work in the form of a grade slip or transcript on or before September 15 of the school year to receive the adjustment on the salary schedule placement.
- 22.5 Responsibilities required by the state, district, or other institutions, such as, but not limited to; portfolio management, portfolio assessment, benchmark creation, benchmark scoring, benchmark conferencing, foreign language instruction and technology instruction will be completed during a normal eight (8) hour workday. Teachers will proceed based on the state recommended schedules as known or may be adjusted by the state.
- During the normal workday, the district will provide training for each new area a member is required to assume responsibilities for by the State, District or Institution.
- 22.6 Teachers who complete their National Board Certification shall receive the option of six credit hours of credit applied towards horizontal movement on the salary schedule or a one-time bonus of \$1,000.
- 22.7 The District shall provide a matching contribution for current employees and new hires who opt to participate in a tax sheltered annuity (TSA). The amount shall be up to \$20 for the 2022-2023 and 2023-2024 school years. The contract will be reopened to bargain the TSA for the 2024-25 school year.

## ARTICLE 23 - SAVINGS CLAUSE

- 23.1 If any provision of this Agreement is held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any such tribunal, the remainder of this Agreement shall not be affected thereby; upon the request of either the Board or the Association, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.

ARTICLE 24 - 21ST CENTURY SCHOOL COUNSELS/SITE COUNCILS

- 24.1 21st Century School Councils/Site Councils shall operate in accordance with ORS 329.704. No school council shall be required to perform tasks other than what the law provides.
- 24.2 Each school council/site council shall have open nominations and secret ballot elections in which all bargaining unit members are eligible to participate (teacher positions). There shall be staggered terms for bargaining unit positions. Also councils shall determine a selection process and a term office for a chairperson.
- 24.3 If site council activities are held during the workday, bargaining unit members shall be released from duty without loss of pay.
- 24.4 The District shall provide funds for compensation to teachers for site council meetings that meet beyond the contract day.
- Teacher members on an individual site council shall not exceed six (6).
- Pay for site council meetings, shall be at the supervision pay rate for bargaining unit members (teachers).
- 24.5 Participation or lack of participation in school councils/site councils shall not be considered a subject for any evaluation, discipline, or dismissal action. Participation in the council shall be of the participant's own volitions.
- 24.6 Site Councils shall follow the provisions of the contract at all times (e.g. the provisions of Article 7.1 shall be enforced for approval of conferences of multiple days).

## ARTICLE 25 – POST RETIREMENT HIRING

- A. Employees who choose to retire during their contract year may be rehired to finish out their contract year under the following conditions:
  - 1. They will be notified of whether or not they will be rehired within thirty (30) days of their application for early retirement. They have the right to withdraw that application within ten days of that notification.
  - 2. If selected for rehire, they may continue to work as a temporary employee at their current salary for a period not to exceed their current contracted work year and if eligible, shall qualify for insurance.
  
- B. Employees who retire at the end of a contract year but wish to return to work will be required to apply for employment just as any individual seeking employment at the beginning of a contract year with no assurances of that employment. If actually re-employed, the following conditions will apply:
  - 1. Employment status will comply with Oregon Statute.
  - 2. The employee will be fully responsible for completing all retirement arrangements with PERS including determining the date of retirement, retirement options, etc.
  - 3. The district will not be responsible for monitoring work hours to ensure that the retired and then rehired employee does not exceed PERS or Social Security (FICA) limits. Furthermore, the district will not pay or incur any financial liability should the employees exceed PERS or FICA limits.
  
- C. Any topic not covered by this article will be subject to the requirements of the negotiated contract between the district and the association. The rehired employee's personal leave shall not exceed three (3) days in any school year.

## TERMS OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2022 and shall be binding upon the Association and the Board and their respective members, and shall remain in full force and effect through June 30, 2025. The contract will be reopened to negotiate COLA, step increase, and insurance.
- B. Effective the 7th check of the fiscal year 2022-23 the base salary shall be increased 4.5% and the pay scale adjusted based on the attached index.

Effective July 1, 2023 the base salary shall be increased 4% and the pay scale adjusted based on the attached index.

Effective July 1, 2024 the contract will be reopened to negotiate COLA and step increase.

- C. Jefferson School District will continue PERS pick-up.
- D. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Board's direction and control.
- E. It is understood that agreements reached by the Association and the District are subject to ratification by the School Board in a public meeting. It is also understood that revenues needed to fund any increases in wages and benefits provided by an agreement between the two parties must be approved by established budget procedure. The School District agrees to include in its budget request amounts sufficient to fund the Agreement.

## EXTRA DUTY GUIDE

### GROUP I - (12% of base salary)

Baseball Head Coach, H.S.	Softball Head Coach, H.S.
Basketball Head Coach, H.S. (boys)	Swim Head Coach, H.S.
Basketball Head Coach, H.S. (girls)	Track Head Coach, H.S.
Cross Country Coach, H.S.	Wrestling Coach, H.S.
Football Head Coach, H.S.	Volleyball Head Coach, H.S.
Golf Coach, H.S.	FFA Advisor, H.S.
Rally Squad Coach, H.S. (fall & winter)	ASB/Student Government Advisor, HS
Soccer Head Coach, H.S. (boys)	Soccer Head Coach, H.S. (girls)

### GROUP II - (9% of base salary)

Basketball Coach, H.S. JV/Assistant (boys)	Volleyball Coach, H.S. JV/Assistant
Basketball Coach, H.S. JV/Assistant (girls)	Wrestling Coach, H.S. JV/Assistant
Baseball Coach, H.S. JV/Assistant	Band Director, H.S./M.S.
Football Coach, H.S. JV/Assistant	(pep-band all varsity home football and basketball games & 2 school-wide programs/year/school)
Softball Coach, H.S. JV/Assistant	Soccer Coach, H.S. JV/Assistant (boys)
Track Coach, H.S. JV/Assistant	
ASB Advisor, M.S.	
Soccer Coach, H.S. JV/Assistant (girls)	

### GROUP III - (7% of base salary)

Baseball Head Coach, M.S.	Graphics Coordinator, H.S.
Basketball Head Coach, M.S.	Music Director, E.S.
Football Head Coach, M.S.	(minimum of two school-wide programs/year)
Soccer Head Coach, M.S.	Newspaper Advisor, H.S.
Track Head Coach, M.S.	Volleyball Head Coach, M.S.
Speech Coach, H.S.	WEB/Student Leadership, MS
Student Store, H.S.	Vocal Music Director, M.S./H.S.
Wrestling Head Coach, M.S.	(two school-wide programs/year)
Yearbook (Annual) Advisor, H.S.	

## EXTRA DUTY GUIDE (Continued)

- a. Drama, 5% of base per play
- b. Honor Society Advisor: \$627. Junior Honor Society: \$300
- c. Tutoring Services: Per diem base salary rate.
- d. Extra Duty: For teachers that teach in more than one (1) building and are required to attend a second open house, the second open house will be paid at supervision rate.
- e. Extra Duty: Special Education teachers will receive a stipend equal to ten (10) days of pay at the teacher's regular rate of pay. This stipend represents the need for time beyond the regular work day to meet the needs of SPED case management, IEP meetings, program development and other SPED case management duties; School librarians will have their contract extended not less than five (5) days; Elementary and Middle School counselors will have their year extended not less than three (3) days; Current English Language Learner (ELL) teachers will receive four (4) substitute days; High School counselors will have their year extended not less than ten (10) days.. If there are less than two (2) counselors in the District, the Elementary and Middle School counselors shall receive no less than a total of eight (8) extended days. These extensions are for approved activities associated with their specialty and job duties.
- f. Teachers who elect to teach building administrator and Board approved enrichment classes in the after school programs, or perform other Board approved committee work outside the contract day will be compensated at the curriculum rate (per diem base salary rate). It is also understood that these programs are of limited duration and are outside of the teacher's regular workday and responsibilities.
- g. Instructor(s) of Senior Seminar will receive hourly wage based on current contract salary for Senior Seminar project presentations.



EXTRA DUTY GUIDE (Continued)

PROVISOS:

- A. Any additional Middle School coaches shall be compensated at the rate for group 3. If the number of participants in any activity is less than ten (10), the activity or team sport will be reviewed to determine whether it merits continuation. Grouping is based upon responsibility, time, and number of participants. This extra duty guide guarantees no programs or positions. If a program or position is dropped after the start of the season, the coach will receive prorated pay for that portion of the season actually worked.
- B. The extra duty salaries shall be computed on the base salary of the salary schedule. Bargaining Unit Members who coach fall sports will receive their extra duty salary in three (3) equal payments starting in September, with the first payment made on September payday.
- C. In filling future vacancies in extra duty positions, the District will give first priority to bargaining unit members who are qualified to perform the extra duty assignments.
- D. Extra duty\coaching positions shall not be considered as a factor when preparation times are scheduled.
- E. The District will make reasonable attempts to provide, within cost restraints, additional paid coaches to enhance the supervision of athletic teams.

**Execution Signature**

Executed the 12th day of September, 2022 at Jefferson, Oregon by the undersigned officers by the authority of and behalf of the Jefferson Board of Education and the Jefferson Education Association.

FOR THE DISTRICT:

FOR THE ASSOCIATION:

Tory Karolode  
School Board Member Signature

Zach Meison  
Association Signature

Printed Name: Tory Karolode  
9/12/22

Printed Name: Zach Meison  
9/12/22

Kaye H Jones  
School Board Member Signature

Kevin Lake  
Association Signature

Printed Name: Kaye H Jones  
9/12/22

Printed Name: Kevin Lake  
09/13/22

Jefferson School District  
2022-2023 Salary Schedule

\*1st 6 Months of 2022-23

BA	BA+24	BA+45	BA+60/MA	BA+84/MA+24	BA+105/MA+45	
1	40425	41840	43256	44671	46087	47501
2	41840	43256	44671	46087	47501	48918
3	43256	44671	46087	47501	48918	50333
4	44671	46087	47501	48918	50333	51745
5	46087	47501	48918	50333	51745	53162
6	47501	48918	50333	51745	53162	54576
7	48918	50333	51745	53162	54576	55992
8	50333	51745	53162	54576	55992	57404
9	51745	53162	54576	55992	57404	58820
10	53162	54576	55992	57404	58820	60234
11	54576	55992	57404	58820	60234	61648
12	55992	57404	58820	60234	61648	63063
13	57404	58820	60234	61648	63063	64478
14	58820	60234	61648	63063	64478	65892
15	60234	61648	63063	64478	65892	67308
16	0	0	64478	65892	67308	68725
17	0	0	0	67308	68725	70137
18	0	0	0	0	70137	71552
19	0	0	0	0	0	72967

For horizontal movement beyond the BA+60/MA column only graduate credits shall apply unless they are undergraduate credits, which are parts of a new endorsement program. Movement will not be made until the endorsement is received. Any undergraduate credits which are not part of an endorsement program need prior district approval to be part of the horizontal pay scale when moving past the BA+60/MA column.

To initiate the removal of the masters barrier, the classes taken to move to columns 5 and 6 without a masters degree, shall be completed after the date of placement on the BA+60/MA column. However, if a teacher takes several classes during one quarter, classes beyond those required for movement will be counted (e.g. A teacher needs 3 credits to reach the BA+60/MA column and takes 9 credits: 6 of these could be counted towards the BA+84/MA+24 if they are graduate credits.

Jefferson School District  
2022-2023 Salary Schedule

\*2nd 6 Months of 2022-23

BA	BA+24	BA+45	BA+60/MA	BA+84/MA+24	BA+105/MA+45	
1	42244	43723	45201	46680	48158	49637
2	43723	45201	46680	48158	49637	51115
3	45201	46680	48158	49637	51115	52594
4	46680	48158	49637	51115	52594	54072
5	48158	49637	51115	52594	54072	55551
6	49637	51115	52594	54072	55551	57030
7	51115	52594	54072	55551	57030	58508
8	52594	54072	55551	57030	58508	59987
9	54072	55551	57030	58508	59987	61465
10	55551	57030	58508	59987	61465	62944
11	57030	58508	59987	61465	62944	64422
12	58508	59987	61465	62944	64422	65901
13	59987	61465	62944	64422	65901	67379
14	61465	62944	64422	65901	67379	68858
15	62944	64422	65901	67379	68858	70336
16	0	0	67379	68858	70336	71815
17	0	0	0	70336	71815	73293
18	0	0	0	0	73293	74772
19	0	0	0	0	0	76250

Jefferson School District  
2023-2024 Salary Schedule

BA	BA+24	BA+45	BA+60/MA	BA+84/MA+24	BA+105/MA+45	
1	43934	45472	47009	48547	50085	51622
2	45472	47009	48547	50085	51622	53160
3	47009	48547	50085	51622	53160	54698
4	48547	50085	51622	53160	54698	56236
5	50085	51622	53160	54698	56236	57773
6	51622	53160	54698	56236	57773	59311
7	53160	54698	56236	57773	59311	60849
8	54698	56236	57773	59311	60849	62386
9	56236	57773	59311	60849	62386	63924
10	57773	59311	60849	62386	63924	65462
11	59311	60849	62386	63924	65462	66999
12	60849	62386	63924	65462	66999	68537
13	62386	63924	65462	66999	68537	70075
14	63924	65462	66999	68537	70075	71612
15	65462	66999	68537	70075	71612	73150
16	0	0	70075	71612	73150	74688
17	0	0	0	73150	74688	76225
18	0	0	0	0	76225	77763
19	0	0	0	0	0	79301

Jefferson School District  
Salary Schedule Index

BA	BA+24	BA+45	BA+60/MA	BA+84/MA+24	BA+105/MA+45	
1	1.00000	1.03500	1.07000	1.10500	1.14000	1.17500
2	1.03500	1.07000	1.10500	1.14000	1.17500	1.21000
3	1.07000	1.10500	1.14000	1.17500	1.21000	1.24500
4	1.10500	1.14000	1.17500	1.21000	1.24500	1.28000
5	1.14000	1.17500	1.21000	1.24500	1.28000	1.31500
6	1.17500	1.21000	1.24500	1.28000	1.31500	1.35000
7	1.21000	1.24500	1.28000	1.31500	1.35000	1.38500
8	1.24500	1.28000	1.31500	1.35000	1.38500	1.42000
9	1.28000	1.31500	1.35000	1.38500	1.42000	1.45500
10	1.31500	1.35000	1.38500	1.42000	1.45500	1.49000
11	1.35000	1.38500	1.42000	1.45500	1.49000	1.52500
12	1.38500	1.42000	1.45500	1.49000	1.52500	1.56000
13	1.42000	1.45500	1.49000	1.52500	1.56000	1.59500
14	1.45500	1.49000	1.52500	1.56000	1.59500	1.63000
15	1.49000	1.52500	1.56000	1.59500	1.63000	1.66500
16			1.59500	1.63000	1.66500	1.70000
17				1.66500	1.70000	1.73500
18					1.73500	1.77000
19						1.80500

## **APPENDIX A JEA and JSD**

### **Shared Sick Leave Bank Guidelines**

#### **Purpose**

The purpose of the Shared Sick Leave Bank (SSLB) is to provide additional paid sick leave days to certified employees should a long term serious health condition exhaust an employee's available accrued paid leave days, Workers' Compensation, short and long term disability or PERS disability income. No rights guaranteed by the Family Medical Leave Act (FMLA) or the Oregon Family Leave Act (OFLA) are affected by participation in the SSLB program.

A long term serious health condition is defined as an extraordinary or severe illness, injury, impairment, or physical or mental condition which causes the employee to take an extended leave of at least five (5) consecutive contracted work days.

#### **Membership**

- The SSLB is a voluntary program and only participating certified employees shall benefit.
- New employees may join upon completion of a SSLB transfer authorization form within thirty (30) days of the time of initial District hire or during the open enrollment period (October 1-October 31) of each year. Enrollment is required each open enrollment period in order to continue participation in the SSLB.
- Upon enrollment, a SSLB member must donate at least one (1) sick leave day, and then at least one (1) additional sick leave day, annually during open enrollment.
- SSLB members may voluntarily donate up to three (3) additional sick leave days annually during the open enrollment or within thirty (30) days of becoming newly employed.
- Part time certified members will be required to donate a prorated amount based on their FTE in place of the normally required one (1) day.
- Certified employees who decline to join shall forfeit their right to participate in the program until the next open enrollment period at which time they may enroll and participate.
- All paid leave days contributed to the SSLB shall be deducted by the District from the contributor's leave balance at the time of contribution. Such contributions are irrevocable and shall remain in the bank.

#### **Qualifications**

For a member of the SSLB to be eligible to request and access bank days, the member must have:

- An extended leave of at least five (5) consecutive contracted work days duration due to a long term serious health condition that causes the employee to be in unpaid leave status prior to the end of that extended leave period.
- Used all individually available accrued paid leave days, Workers' Compensation, short and long term disability or PERS disability income.
- Not previously exceeded the maximum twenty (20) days allowed per request.
- An employee must have earned at least the number of sick days used that they are granted by the SSLB committee.

## APPENDIX A (Continued)

### Process for Requesting SSLB Days

To request access to SSLB days:

- The member, or in the event of the member's incapacitation the member's representative (spouse, domestic partner, child, parent, or guardian) must submit a completed SSLB request form to the SSLB committee for consideration.
- A member must meet the qualifications defined above to be eligible for consideration.
- The member or their representative must provide a physician's statement that indicates the dates for which the member is unable to perform their assigned job duties due to a long term serious health condition and the anticipated date of return to work.
- All requests will be confidential.

### SSLB Committee

- The SSLB will be monitored by a committee, which shall be comprised of at least three (3) participating SSLB members, selected by JEA.
- Should the SSLB become depleted, the SSLB committee, at its discretion, may:
  - request from participating members a contribution of one (1) additional day
  - open enrollment to all certified staff
  - suspend operation of the SSLB until it is replenished during the next open enrollment
- When a request is submitted by a member or their representative by way of the SSLB access request form, the SSLB committee will meet in a timely manner to determine whether the member qualifies.
  - If the member qualifies, the committee will award the member the number of paid leave days deemed appropriate up to twenty (20) days per request, and request the District includes those paid days in the next payroll cycle whenever possible.
  - If the member does not qualify, the committee will notify the member and the District in writing that the request has been denied, and the reason for the denial.
  - Decisions of the SSLB committee will be provided within two (2) weeks of the request being received.
  - All decisions of the SSLB committee are final and may not be appealed.
- Should a SSLB member be granted sick leave in excess of what is actually needed, the remainder of the unused days will revert back to the SSLB.
- Should a SSLB member be granted sick leave in excess of what that member has accrued with the district and the member leaves the district, the excess will be deducted from the members final check.



**APPENDIX A (Continued)**  
**JEA and JSD**

**Shared Sick Leave Bank Enrollment**

The Shared Sick Leave Bank (SSLB) is intended to provide additional paid sick leave days to certified employees should a long term serious health condition exhaust an employee's available accrued paid leave days, Workers' Compensation, short and long term disability or PERS disability income.

To participate in the SSLB, certified employees may join upon completion of a SSLB transfer authorization form within thirty (30) days of the time of initial District hire or during the open enrollment period (October 1-October 31) of each year. SSLB members must re-enroll annually to continue participation.

Upon enrollment, a SSLB member must donate at least one (1) sick leave day, and then at least one (1) additional sick leave day, annually during open enrollment. SSLB members may voluntarily donate up to three (3) additional sick leave days annually during the open enrollment or within thirty (30) days of becoming newly employed.

Access to SSLB days are subject to the SSLB guidelines and Article 1.6 of the JEA and JSD Collective Bargaining Agreement. Allocations are facilitated through the SSLB committee. Certified employees who decline to join shall forfeit their right to participate in the program until the next open enrollment period at which time they may enroll and participate.

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**SSLB Enrollment Transfer Authorization Form**

The Shared Sick Leave Bank (SSLB) is provided by JEA and JSD CBA in accordance with Article 1.6 and the SSLB guidelines. Following enrollment, SSLB participants are required to re-enroll and donate one (1) of sick leave annually. To enroll check the appropriate item(s) and provide your name, signature, and date below.

\_\_\_\_ I authorize the transfer of one (1) sick leave day (or a prorated amount for part time certified employees) for the current school year to the SSLB.

\_\_\_\_ I authorize the transfer of one (1) *additional day for a total of two (2) sick leave days* (or a prorated amount for part time certified employees) for the current school year to the SSLB.

\_\_\_\_ I authorize the transfer of two (2) *additional days for a total of three (3) sick leave days* (or a prorated amount for part time certified employees) for the current school year to the SSLB.

\_\_\_\_ I authorize the transfer of three (3) *additional days for a total of four (4) sick leave days* (or a prorated amount for part time certified employees) for the current school year to the SSLB.

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**APPENDIX A (Continued)**  
**JEA and JSD**

**Shared Sick Leave Bank Access Request Form**

Name: \_\_\_\_\_ Position/School: \_\_\_\_\_ Date: \_\_\_\_\_

Initial each item below to verify, complete all the information requested, and attach a physician's statement.

\_\_\_\_\_ I am a member in good standing in the Shared Sick Leave Bank (SSLB).

\_\_\_\_\_ I have experienced a long term serious health condition that has caused me to take an extended leave of at least five (5) consecutive contracted work days from (date) \_\_\_\_\_ to (date) \_\_\_\_\_ .

\_\_\_\_\_ I have used all my available accrued paid leave days, Workers' Compensation, short and long term disability or PERS disability income which has left me in unpaid leave status prior to the end of the extended leave period as indicated above.

\_\_\_\_\_ I have previously requested and been awarded \_\_\_\_\_ (# of days awarded) during this fiscal year (July 1-June 30).

\_\_\_\_\_ Attached is a physician's statement indicating that I am unable to perform my assigned duties due to a long term serious health condition with the anticipated date of my return to work.

\_\_\_\_\_ I give permission for the JEA president to access my leave balance information to verify eligibility for SSLB use.

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of SSLB member or their representative.)

Submit this completed form to the JEA president. The SSLB committee will meet to determine the number of days awarded. Please allow two (2) weeks for the response.