

## IV SKEA Mar 6, 2024 Mediation Proposal (Packaged)

**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%~~6.75% 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%~~4% in fiscal year ~~2020-21~~2024-25.

Upon the date of ratification of this Agreement, active employees shall receive a one-time \$5,000 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 \$5,000 stipend and employees whose FTE is less than 0.5 FTE shall receive \$2,500. 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 15<sup>th</sup> or February 15<sup>th</sup> 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 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 ~~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 on the schedule whose performance is less than satisfactory may be relieved of their differential assignment.

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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 15<sup>th</sup> or February 15<sup>th</sup> 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

- ~~1. For Oregon School Activities Association (OSAA)— recognized activities, team sports (baseball, basketball, football, soccer, softball, volleyball) extended additional compensation shall be paid to all~~

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employees receiving a differential 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)

- 2. 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).
- 3. The extended week will start the first day following the adopted end of season date for each sport activity as established by the OSAA.

**D.E. Teacher Leadership Differentials**

- 1. Teacher differentials listed below provide compensation for licensed teacher employees assigned on an annual basis to provide professional leadership services rendered both within and outside the regular teaching contract day.
- 4.2. Teacher leaders will receive a differential of \$2,500. Teacher leaders will be a part of building/worksite leadership teams. Experience and expertise are among appropriate factors in the consideration of teacher leaders. There may be up to the following number of teacher leaders by level: Elementary – six (6), Middle – eight (8), High – ten (10). Small sites/programs and alternative settings should follow the level that best matches their size with a minimum of two (2). Teacher leaders will support the academic and curricular initiatives at their worksite. The workload for this position shall average no more than five (5) hours a month. Any required work beyond the contract day shall be paid at their per diem rate. This provision will become effective on July 1, 2024.

2.3. Teacher differentials are compensated as follows:

<b><u>Position</u></b>	<b><u>Percent of Salary of M+0.0 hours, step 4 Experience Salary</u></b>
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
<del>Elementary Team Leader</del>	<del>7.0</del>
<del>Middle School Team Leader</del>	<del>7.0</del>
<del>High School Site Council Chair/Facilitator</del>	<del>7.0</del>
Program Assistant	8.0
<del>High School Department Coordinator</del>	<del>9.1</del>
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.

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### F. Special Education Differential

1. Special education instructors, nurses and speech/language pathologists shall receive a differential of 7.1%~~8%~~ per year based on the rate of MA + 0 hours, step 4. This differential shall be pro-rated based on FTE.
2. All special education resource teachers and speech language pathologists shall have at minimum, 300 minutes weekly for educator directed case management work. This time is the responsibility of the educator to schedule and is in addition to any preparation time allocated to these teachers per Article IX of this agreement.
3. Most work of these staff should be accomplished inside the contracted work~~day~~ week. This differential is intended to compensate for additional leadership responsibilities (facilitation of meetings, consultation, etc.)~~and time spent beyond the normal workday.~~ The time spent in IEP meetings outside the contract day shall not exceed four (4) hours a month on average. Any additional time will be compensated at the employee's per diem rate. If days are required beyond the contract year, compensation will be provided.
4. 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 not part of the educator's duties/caseload.
5. Staff who schedule IEP meetings will make every effort to avoid scheduling meetings outside the normal contract day.
6. The district will prioritize holding special education meetings during the workday including providing substitute coverage (for all positions requiring a substitute).

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

1. 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, 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% differential.)

### 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 the following requirements are met:
  - a. The employee demonstrates verbal and written 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. District assessments shall be completed prior to the beginning of the 2024-2025 school year for current employees and prior to the beginning of any new employee's first day.
  - c. The employee regularly provides direct service to students or families in a language other than English, which is necessary due to the nature of the instruction or interactions. OR The employee's supervisor identifies additional duties which include the use of a second language.
  - d. Employees receiving a proration of the bilingual differential for bilingual or dual language classrooms in G above are eligible for this differential.
2. This differential does not cover work beyond the contract day.

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**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>
<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. Other Case Management****Differential Rates:**

<u>Number of 504 on Caseload as of October 1, each year</u>	<u>Differential Percentage</u>
<u>1-50 Students</u>	<u>2%</u>
<u>51-100</u>	<u>3%</u>
<u>101-150</u>	<u>4%</u>

1. Employees will receive the listed differential based on MA+0, step 4 of the salary schedule. The student count is based on the population as of October 1 each year and employees fulfilling these positions will receive the differential in their monthly pay.
2. When an employee reaches the cap of 150 students on their caseload, another employee will take on some of the caseload in the school. Schools with multiple employees managing 504s and/or behavior plans will divide the student caseload as evenly as possible so that each employee has approximately the same number of students they are responsible for in a given building. In the event another employee cannot be added, the differential for the unfilled position will be provided to the employee.

**K. 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

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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.

#### L. 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 an annual 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.

#### E.M. Extended Work Day/Year and School Event

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.c.~~ 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).

#### F.N. Job Sharing

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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.

### G.O. Retirement ~~Incentive (ERI)~~ Benefits

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 benefit an employee must have been ~~regularly~~ **continuously** 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 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 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~~67), after June 30, 2017, qualify for sick leave 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.

### H.A. ~~Special Education Differential~~

~~Special education instructors, nurses and speech/language pathologists shall receive a differential of 7.1% 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 beyond the normal workday. If days are required beyond the contract year, compensation will be provided.~~

### I.A. ~~Bilingual Differential~~

~~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% per year based on the rate of MA+0, step 4. This does not include world language teachers.~~

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

4. ~~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~~

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~~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)~~

- ~~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

Date

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%
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.

**ARTICLE VII EMPLOYEE BENEFITS**

**A. Insurance**

1. The maximum District contribution for plans selected will be ~~\$1,245-1450~~ for the ~~2017-18~~2023-2024 insurance year, ~~and \$1,2701,500~~ for the ~~2018-19~~2024-2025 insurance year, ~~\$1,310~~ for the ~~2019-20~~ insurance year, and ~~\$1,350~~ for the ~~2020-21~~ insurance year. The District contribution for the 2023-2024 insurance year will begin the month following ratification of this Agreement.

~~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.~~

2. 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.

3. 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 pro\_rata benefit in return for the pro\_rata contribution.

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

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

6. Two Employees Employed by the District (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 employee and spouse or domestic partner are 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:
  - a. One spouse or the domestic partner who are both employees, declines the medical, dental, and vision enrollments offered by the District.
  - b. The other spouse or domestic partner employee enrolls all eligible family members in a medical, dental and/or vision plan offered by OEGB.
  - c. 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.

**ARTICLE IX WORKING CONDITIONS****A. FTE Determination**

1. FTE stands for "Full-time Equivalent," and is a ratio comparing an employee's workload and assigned time to that of a full-time employee.
2. 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.
3. In the event an employee's total FTE is between 0.90 and .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.
4. Travel time during the workday will be considered paid time and is part of an employee's workload; travel time is not prep time.
5. Lunch for part-time employees will be paid for each day in which they are assigned to work more than 4 hours.
6. For Elementary PE or Music Specialists FTE shall be determined as follows:
  - a. 40 hours/week includes no more than 40 30-minute classes is 1.0 FTE
  - b. 35 hours/week includes no more than 35 30-minute classes is 0.875 FTE
  - c. 34 hours/week includes no more than 34 30-minute classes is 0.85 FTE
  - d. 33 hours/week includes no more than 33 30-minute classes is 0.825 FTE
  - e. 32 hours/week includes no more than 32 30-minute classes is 0.80 FTE
  - f. 31 hours/week includes no more than 31 30-minute classes is 0.775 FTE
  - g. This pattern continues with decreasing 1 hour corresponding to 1 class and 0.025 FTE
  - h. For each additional class for an employee at 1.0 FTE, an additional 0.025 FTE shall be allocated.
7. For Elementary orchestra the following FTE shall be determined as follows:
  - a. 40 hours/week includes no more than 8 orchestras is 1.0 FTE
  - b. 34 – 35.9 hours/week includes no more than 7 orchestras is 0.85 – 0.898 FTE
  - c. 29 – 33.9 hours/week includes no more than 6 orchestras is 0.725 – 0.849 FTE
  - d. 24 – 28.9 hours/week includes no more than 5 orchestras is 0.6 – 0.72 FTE
  - e. 18 – 23.9 hours/week includes no more than 4 orchestras is 0.45 – 0.598 FTE
  - f. 12 – 17.9 hours/week includes no more than 3 orchestras is 0.3 – 0.44 FTE
  - g. 8 – 11.9 hours/week includes no more than 2 orchestras is 0.2 – 0.298 FTE
  - h. 4 – 7.9 hours/week includes no more than 1 orchestras is 0.1 – 0.198 FTE
  - i. For each additional orchestra for an employee at 1.0 FTE, an additional 0.10 FTE shall be allocated.
8. For Elementary classroom teachers, each classroom assignment is 1.0 FTE and therefore a 40 hours/week assignment.
9. For secondary classroom teachers on an eight period A/B block schedule, FTE shall be determined as follows:
  - a. 40 hours/week includes no more than 6 assigned periods is 1.0 FTE
  - b. 33.3 – 35.9 hours/week includes no more than 5 assigned periods is 0.833 - .898 FTE
  - c. 26.6 – 33.2 hours/week includes no more than 4 assigned periods is 0.667 - .83 FTE
  - d. 20 – 26.5 hours/week includes no more than 3 assigned periods is 0.5 - .65 FTE
  - e. 13.3 – 19.9 hours/week includes no more than 2 assigned periods is 0.333 - .498 FTE
  - f. 6.7 – 13.2 hours/week includes no more than 1 assigned period is 0.167 - .33 FTE
  - g. For each additional period for an employee at 1.0 FTE, an additional 0.167 FTE shall be allocated.
10. For secondary classroom teachers on a 6-period per day schedule, FTE shall be determined as follows:
  - a. 40 hours/week includes no more than 5 assigned periods is 1.0 FTE
  - b. 32 – 35.9 hours/week includes no more than 4 assigned periods is 0.8 - .898 FTE
  - c. 24 – 31.9 hours/week includes no more than 3 assigned periods is 0.6 - .798 FTE
  - d. 16 – 23.9 hours/week includes no more than 2 assigned periods is 0.4 - .598 FTE
  - e. 8 – 15.9 hours/week includes no more than 1 assigned periods is 0.2 - .398 FTE
  - f. For each additional period for an employee at 1.0 FTE, an additional 0.20 FTE shall be allocated.

11. If a different bell schedule is adopted for a secondary school or program not contained in this agreement, then the District and Association will apply the same principles outlined here to create the FTE determination of the bell schedule.
12. 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.
13. For positions not included above, FTE is still a function of employee workload and assigned time.

#### 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.~~; The normal workday shall be eight (8) hours a day 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 tasks/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.
- ~~2.3.~~ 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 and the variance can be no more than 45 minutes from the regular start or end time. The regular schedule for back-to-school day/night for Elementary School based employees, typically the day after Labor Day, is 10 AM to 6 PM., when in his or her judgment such variance is in the interest of the district. 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.

#### 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.

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 such lost time at ~~his or her~~their per diem hourly rate ~~X 1.25., provided that i~~. In the event an employee receives less than thirty (30) minutes preparation time the employee will be compensated for a full preparation period. This provision does not apply to employees who have voluntarily 'sold their prep' period and are thus more than 1.0 FTE. Employees who have 'sold their prep' have their FTE adjusted for the duration of the term(s) in which they have 'sold their prep' as described in section A of this article.

School employees includes any employee assigned to work the majority of their workday in a school, including EDGE and other student facing programs.

2. For middle and high school employees, 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.

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3. 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.
4. 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 and it must occur during the hours that would normally constitute the student contact day.
- ~~3-5.~~ On days when the student schedule is adjusted for finals or other testing environments, all time that would be student contact time on a regular schedule shall be employee preparation time.
6. Full-time elementary employees shall be provided no less than ~~240-300~~ minutes each workweek free of other duties or responsibilities for utilization as class preparation time. A minimum of ~~240-270~~ minutes shall be during student contact time. This time period shall be allocated in blocks of at least thirty (30) uninterrupted minutes. This 300 minutes shall be prorated for weeks with less than five workdays. 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.
7. Full-time Pre-K employees shall be provided no less than 300 minutes each workweek 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. This 300 minutes shall be prorated for weeks with less than five workdays. At least two blocks shall be provided each day.
8. For professional development and in-service days, all school-based employees will receive 60 minutes of preparation time.
- ~~4.9.~~ All school based employees will have at least half of all morning pre-student contact time on Wednesdays each month designated as preparation time. (This can be half of each week's Wednesday time, every other Wednesday, or a combination of the two.) This is in addition to the time for levels outlined above.
10. The District shall provide a portion of preparation time to an employee who is contracted as .5 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.
11. 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.
12. 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.

13. 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 during that day. This language is only for partial day closure and not for any full-day closure.

5-14. The District will provide the following extended contract days:

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

15. The District will provide up to a total of 90 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.

16. 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 the portion of the daily substitute rate that is proportionate to the portion of the students absorbed from the class being redistributed.

6-17. 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.

**C.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. Class Size/Caseload**

The District and Association agree that the student-educator ratio is an important factor in maintaining quality education and agree to establish a Class size, Caseload and Workload Committee (CCWC) to address concerns from educators or administrators regarding these workload issues. Additionally, we acknowledge that early planning and preparation in the spring are key to reducing potential class size/caseload issues in the fall. This article establishes the CCWC.

Each May 1, a committee of three (3) members appointed by the Association president and three (3) administrators appointed by the superintendent will be formed. The superintendent (or assistant superintendent) will also sit on the committee as an ex officio member for a total of seven (7) members. After the committee is formed in the spring, the committee will collaborate to minimize potential workload issues for the following fall as outlined below. Each fall, and throughout the school year, the committee will meet to review class sizes and caseloads, consider options, and formulate recommendations to the superintendent for consideration when triggers have been met or surpassed. When triggers have been met or exceeded, immediate actions, as outlined below, will be required.

1. Spring Committee

Planning each spring beginning in 2024:

- a. Principals will share projected enrollment and tentative staffing assignments by June 1st.
- b. Educators may request a meeting with the principal and a building representative to address any class size or placement concerns.
- c. During pre-service week, updated class size information will be shared with the Association along with plans to support educators whose class sizes or caseloads may exceed the triggers as outlined below.

2. Fall Committee

(Beginning Fall 2024) August and September Information:

- a. The Association president shall be provided with the District class size and/or caseload by school and by individual class before the August meeting and again by the end of the fifth full week of school and by the end of the third full week of the second semester of each school year.
- b. Class Size and Caseload Maximums. The CCWC will convene to review educator workloads that have reached or exceeded the Trigger Level.
- c. The committee will meet immediately before students arrive, again not later than the end of the fifth full week of the school year and as necessary thereafter. The CCWC must issue a plan within one week of the CCWC meeting. This plan shall alleviate the workload of each educator whose workload is in Trigger Level including the options outlined below (in no particular order):

Option 1: Provide Instructional Assistant (IA) support (with collaboration time to meet with the teacher) .5 general education IA equates to 3-5 students (as determined by the CCWC)

Option 2: Add or assign educator FTE

Option 3: Solicit student transfers

Option 4: Blend classrooms, rearrange caseloads or transfer educator FTE for support

Option 5: Provide additional professional release to the teacher for planning, assessment, and parent conferences

Option 6: Any relief that is mutually agreeable between the educator and the district.

The CCWC's decision must reduce the workload below the triggers listed in the table below or the equivalent as implemented or is mutually agreeable to the educator and the district. Any educator workloads that meet or exceed the cap will be the immediate and primary charge of the committee before it considers how to alleviate workloads in the Target range. If the committee is unable to reach consensus on one of the above options, then the remedy in 4j shall be applied.

3. The CCWC will meet as necessary to address concerns it receives from members or administrators. The committee will consider the following factors in deciding upon its recommendation(s):
  - a) The number of students in the class and/or the student load/caseload
  - b) School and District class size/student load/caseload averages
  - c) The number and characteristics of special need students
  - d) The instructional level of the classroom (e.g. primary, intermediate, etc.)
  - e) The educator's professional experience
  - f) The amount of instructional assistant time or specialist assistance provided
  - g) Teacher feedback/input/suggestions
4. In situations where the committee determines an adjustment is warranted, the committee will consider recommending the following options:
  - a) Additional instructional tools
  - b) Transfer/reassignment of licensed educator(s)



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- c) Additional instructional assistant time in the classroom(s)
- d) Development of blended classroom(s)
- e) Transfer/reassignment of students
- f) Additional instructional support staff
- g) Flexible grouping strategies used to support core instructional blocks
- h) Additional professional release provided to the teacher for planning, assessment, and parent conferences
- i) Additional licensed staff hired, subject to funding and/or the capacity of the building.
- j) Overage Stipend of \$1500 per semester prorated based on the number of days the trigger was exceeded. Stipends will be paid in December and June.
- k) Other options mutually agreed to between the educators and administrators on the committee

5. All teacher and Association concerns regarding class size and workload, will be subject to the Limited School Board Level (III.A.3.c) as the final level of grievance.

B. The District desire is to meet the following targets The chart below reflects the trigger levels for the 2024-2025 schoolyear:

<u>Grade Level</u>	<u>Target Level</u>	<u>Trigger Level</u>
<u>Pre-K</u>	<u>10</u>	<u>14</u>
<u>Kindergarten</u>	<u>18</u>	<u>26</u>
<u>First</u>	<u>20</u>	<u>27</u>
<u>2<sup>nd</sup> Grade</u>	<u>22</u>	<u>27</u>
<u>3<sup>rd</sup> Grade</u>	<u>24</u>	<u>29</u>
<u>4<sup>th</sup> and 5<sup>th</sup> Grade</u>	<u>26</u>	<u>N/A</u>
<u>Middle School General</u>	<u>28</u>	<u>N/A</u>
<u>Middle School PE</u>	<u>32</u>	<u>N/A</u>
<u>High School General</u>	<u>30</u>	<u>N/A</u>
<u>High School PE</u>	<u>35</u>	<u>N/A</u>

<u>Caseloads/Class size</u>	<u>Target Level</u>	<u>Trigger Level</u>
<u>Elementary LRC</u>	<u>28</u>	<u>34</u>
<u>Middle School LRC</u>	<u>28</u>	<u>36</u>
<u>High School LRC</u>	<u>30</u>	<u>40</u>
<u>Transition Programs</u>	<u>Full-time 10</u>	<u>Full-time 16</u>
<u>Dev K-2:</u>	<u>12</u>	<u>14</u>
<u>EGC</u>	<u>EL: 8</u> <u>MS:10</u> <u>HS: 12</u>	<u>EL: 10</u> <u>MS:14</u> <u>HS: 16</u>
<u>LSC</u>	<u>EL: 8</u> <u>MS:10</u> <u>HS: 12</u>	<u>EL: 10</u> <u>MS:12</u> <u>HS: 16</u>
<u>ERC</u>	<u>EL: 8</u> <u>MS:10</u> <u>HS: 12</u>	<u>EL: 14</u> <u>MS:16</u> <u>HS: 18</u>
<u>DLC</u>	<u>EL: 7</u> <u>MS: 8</u> <u>HS: 10</u>	<u>EL: 10</u> <u>MS: 12</u> <u>HS: 16</u>
<u>Speech Language Pathologists</u>	<u>45</u>	<u>60</u>
<u>School Psychologists</u>	<u>1 FTE per 900 students</u>	<u>N/A</u>
<u>School Nurses</u>	<u>1 FTE per 750 healthy students</u>	<u>N/A</u>
<u>Social Workers</u>	<u>1 FTE per 250 students</u>	<u>N/A</u>
<u>School Counselors</u>	<u>1 FTE per 250 students</u>	<u>N/A</u>

**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.~~

2.1. For the life of the contract the District will provide \$300400,000 each year as described in E.4.j of this article in an overload elementary classroom account. When this amount is exhausted, if the CCWC cannot reach consensus on an option to reduce a caseload or class size below the trigger level, the default option shall be E.4.h above.

~~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. Accelerated/Honors/Advanced Placement/International Baccalaureate/EDGE (Independent/Connected)/Credit Recovery**

1. Classes offering unique section codes/titles shall be independently scheduled courses. This only applies to the above course/program types. Educators who elect to teach two or more unique sections in the same period are not covered by this section.

2. Any employee required to teach concurrent courses (as described in the section heading) in a given period shall receive double the FTE for each period they teach with concurrent courses.

**E.G. Peer Assistance**

1. 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.

2. 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.

2-3. 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.

3-4. 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.

**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/grading 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~~ 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. District-directed tasks, required training(s), and/or meeting(s) during in-service days will occur outside of the provided one and one half (1 ½) days for employees.

**C. Professional/Staff Development**

- 1. Professional Development (PD) is time designated for employees to receive specific training and development for their position.
- 2. Daily employee preparation time shall be included on professional development days.

**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 may be required to attend up to two hours of meetings, professional development, or other tasks as directed by their supervisor. This is not permitted on half-day grading days. In emergency situations, if school based licensed staff are required to attend to other tasks that are not educator directed, they will be compensated hourly based on their per diem rate.

- 1. For ~~personnel-employees~~ at secondary school sites, the last ~~day of the term-regular day of 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. No meetings for staff required to provide grades other than emergency or IEP meetings shall occur the four (4) days prior to these grading days.
- 4.3. ~~The final grading-Grading~~ days for elementary and secondary personnel shall be noted on the adopted school calendar.

**B.E. 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.

**E. 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.~~

**F. 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 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~~ shall be planned to include a makeup option.

**~~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 do not issue student grades/progress reports or work directly with students (excluding IEP team members) may have different expectations during these 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.

SKEA Mediation Proposal March 6 2024 (Packaged)  
MEMORANDUM OF UNDERSTANDING  
Between  
Salem Keizer Education Association  
And  
Salem-Keizer Public Schools

**Occupational Therapists, Physical Therapists and Speech-Language Pathologists Workload**

The following constitutes a Memorandum of Understanding (MOU) between the District and the Association regarding occupational therapists' (OT), physical therapists' (PT) and speech-language pathologists' (SLP) workload. The parties agree to complete a review of workload for OTs, PTs, and SLPs through a committee made up of equal participation from the Association and the District. This committee will consider the following guidance for their work:

1. The North Carolina Department of Public Instruction's workload methodology was cited by Oregon HB 2618 as a good starting point for analysis and alignment. The committee will review this methodology and analyze the impacts of its application to current staffing practices in the District.
2. Any guidance that develops as a result of continued work from ODE or legislative action.
3. The workload methodology must include the entirety of the tasks asked of individuals and account for the variable service level needs of students.

After reviewing the workload of OTs, PTs, and SLPs, the committee will make a recommendation for a workload methodology that determines what constitutes the workload for a full-time individual within each job category. This recommendation will be referred to the joint labor management committee no later than March 1, 2025. The parties will consider adoption of any recommendations. If there is not agreement, then the parties may continue to pursue a solution to address workload for OTs, PTs, and SLPs through the bargaining process.

This MOU shall expire on June 30, 2025.

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
For the District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

MEMORANDUM OF UNDERSTANDING

Between

Salem Keizer Education Association

And

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

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:

- At most one Wednesday a month during the contract time before the student contact day can include District/Administrator directed work.
- At most one Wednesday a month during the contract time before the student contact day can include educator directed collaboration time.
- At least two Wednesdays a month during the contract time before the student contact day shall be educator directed time.
- ~~For a month with four Wednesdays the other two Wednesday morning contract times before the student contact day shall be educator directed time.~~ In the event there are five Wednesdays, ~~(and the following month also has at least four Wednesdays)~~ the fifth Wednesday ~~will~~may be District directed time.
- One additional time before or after student contact time each week may be administrator directed time. This does not include teacher leadership team meetings.
- Full day professional development day(s) for Elementary staff shall be reduced to half-day(s) with the other half-day(s) designated as educator directed time.

Exceptions:

- IEP meetings may be scheduled during teacher directed time as described above so long as 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 teacher directed time weekly.
- Meetings for student behaviors (as described in Article XV) or emergency meetings may occur during the above educator directed time so long as each educator involved is required to attend no more than one meeting of this type weekly during this time.

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

\_\_\_\_\_  
On Behalf of SKEA

\_\_\_\_\_  
Date

\_\_\_\_\_  
On Behalf of the District

\_\_\_\_\_  
Date

(DISTRICT PROPOSAL ON DIFFERENTIAL REVIEW COMMITTEE IS INCLUDED)