

## **ARTICLE IV                      RATES OF PAY**

### **A.            Professional Compensation**

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

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

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

### **B.            Pay Column Change**

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

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

5. The following considerations will govern the placement of an employee newly appointed to differential assignments on the schedule.
  - a. Each sport or activity will be considered unique. (Example: an individual appointed as a basketball coach who has coached football for several years, but has never coached basketball, will be considered as an inexperienced basketball coach.)
  - b. An individual moving from an assistant coach position in one sport to a head coach position in the same sport, or from middle school in one sport to senior high in the same sport, will be placed in the new differential range using a ratio of every two (2) years of experience equaling one (1) year of experience at the new varsity level.
  - c. Prior experience will be evaluated to determine placement on the differential schedule. Full credit will be given for comparable coaching experience in other districts.
  
6. Except for the Compensation-compensation schedules, the Collective Bargaining Agreement shall not apply to extra-duty assignments: ~~Extra-duty assignment shall be considered supplementary to an teacher's-educator's basic contract and compensation or to other employees' compensation. Only District educators who have an extra-duty assignment(s) have rights to the grievance procedure (Article III of this Agreement) related to their extra-duty assignment.~~ The District shall have no obligation to continue such assignments, compensation, or activities beyond the term of the extra-duty contract or assignment. However, it is understood that the District retains the right to assign extra-duty as it deems necessary.
  - a. In the event an employee-coach does not complete the coaching-differential assignment season, they shall receive no compensation for that part of the season-assignment not actually worked. Any monies paid to them for such non-work time shall be repaid on a per diem pro-rata basis. Unless the employee-teacher has resigned the position, the teacher-employee shall be compensated no less than the sum of \$150.
  - b. When two (2) or more positions are consolidated, pay shall be seventy-five (75%) of the total pay of the positions consolidated. Example: an individual who coaches both the boys' and girls' senior high gymnastics will be compensated at the differential factor of 16.0 (2 x 10.5 = 21; 75% of 21 = 16).
  
7. ~~The Differential schedule for Employees for Activities involving supervision of students beyond the regular employee day shall be set forth in Appendix B of this Agreement.~~

### C.A. Pay Column Change

1. ~~An employee who completes course work which qualifies them for a change from one training level to another during the year, shall submit evidence of satisfactory completion to the District by September 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

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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 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). For non-athletic activities, the extended season extra duty differential shall be a one-time stipend of \$445.~~

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 dDifferentials listed below provide compensation for licensed teachersemployees assigned on an annual basis to provide professional leadership services rendered both within and outside the regular teachingcontract day.~~

~~2.1. Teacher dDifferentials are compensated as follows:~~

<b>Position</b>	<b>Percent of Salary of M+O_0 hours, step 4 Experience Salary</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.

**2. Teacher Leaders**

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

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This provision becomes effective on July 1, 2024.

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

#### E.F. Special Education Differential

1. Effective January 1, 2024, sSpecial education instructors, nurses and speech/language pathologists shall receive a differential of ~~7.1%~~9.1% per year based on the rate of MA + 0 hours, step 4. This differential shall be pro-rated based on FTE.
2. Most work of these staff should be accomplished inside the contracted work week. This differential is intended to compensate for additional leadership responsibilities and time spent completing paperwork and attending IEP meetings beyond the normal workday. If days are required beyond the contract year, compensation will be provided.
3. 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.
4. Staff who schedule IEP meetings will make every effort to avoid scheduling meetings outside the normal contract day. The District will make efforts to provide a substitute, if one is available, for meetings during the contract day.

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

1. Effective January 1, 2024, Cclassroom 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% dual language differential, as of April 2023.)

#### H. Bilingual Differential for all other positions

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

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- a. The employee demonstrates proficiency in a second language other than English, based on the District's assessment requirements. Any assessment fees will be paid by the District.
  - b. For employees whose role does not require the use of a second language, the employee's supervisor identifies in writing additional duties which include the use of a second language.
  - c. This differential may cover work beyond the contract day not to exceed 40 hours annually.
  - d. This differential will be awarded to employees on a year-to-year basis upon the needs of the District.
3. No retroactive pay will be given for any work performed prior to successfully passing the District's language assessment.
  4. Employees receiving a proration of the bilingual differential for bilingual or dual language classrooms in section H above are eligible for this differential.
  5. District assessments shall be available by June 30, 2024.

**I. ELL Facilitator Differential**

**Differential Rates:**

<u>Number of Y and T Students on Caseload as of October 1, each year</u>	<u>Differential Percentage</u>
<u>0-50 Students</u>	<u>2%</u>
<u>51-100</u>	<u>3%</u>
<u>101-150</u>	<u>4%</u>

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

**J. Site-Based Demonstration Teachers**

1. A differential will be paid to a licensed teacher who takes on the duties of a Demonstration Teacher in certain school sites. The differential will be 7% based on MA+0, step 4.
2. Demonstration Teachers receiving the differential will be expected to work closely with the University Supervisors and debrief models of classroom teaching with visitors (pre-service and in-service teachers primarily) who observe in the learning lab classrooms as part of the role of a Demonstration Teacher.

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3. The differential will be reflected in the monthly pay of the teachers. Should a Demonstration Teacher resign, go on leave or be transferred out of the Demonstration classroom or school, the differential will be pro-rated based on the time served in the position and monthly payments may be adjusted or discontinued.

#### **K. National Board Certification or Doctorate Degree**

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

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

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

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

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

#### **H.M. Job Sharing**

1. In the event that an employee request for job sharing is denied, the hiring supervisor, upon employee request, shall furnish the employee with the reasons in writing for the denial within ten (10) working

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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.~~

**~~LN. Sick Leave Retirement Incentive (ERI) Benefit (SLRB)~~**

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

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

Employees who retire ~~early (between age 55 and 65), after June 30, 2017~~, qualify for sick leave buy back of up to 200 days of unused leave at \$50 per day. This benefit does not affect using sick leave in PERS retirement calculations.

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

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

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

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

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

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

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~~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



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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 ~~\$1,245-1,400~~ for the ~~2017-182023-2024~~ insurance year, ~~and \$1,270-1,500~~ for the ~~2018-192024-2025~~ insurance year, ~~\$1,310~~ for the ~~2019-20~~ insurance year, and ~~\$1,350~~ for the ~~2020-21~~ insurance year.

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

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

Hours/Week	Classes	FTE
40 hours/week	no more than 48 30-minute classes	1.0 FTE
30 hours/week	no more than 36 30-minute classes	0.75 FTE
20 hours/week	no more than 24 30-minute classes	0.50 FTE
For each additional class for an employee at 1.0 FTE, an additional 0.025 FTE shall be allocated.		

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

Hours/Week	Classes	FTE
40 hours/week	no more than 40 30-minute classes	1.0 FTE
30 hours/week	no more than 30 30-minute classes	0.75 FTE
20 hours/week	no more than 20 30-minute classes	0.50 FTE
For each additional class for an employee at 1.0 FTE, an additional 0.025 FTE shall be allocated.		

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

Hours/Week	Classes	FTE
40 hours/week	no more than 10 orchestras	1.0 FTE
32 – 35.96 hours/week	no more than 8 orchestras	0.8 – 0.899 FTE
28 – 31.96 hours/week	no more than 7 orchestras	0.7 – 0.799 FTE
24 – 27.96 hours/week	no more than 6 orchestras	0.6 – 0.699 FTE
20 – 23.96 hours/week	no more than 5 orchestras	0.5 – 0.599 FTE
16 – 19.96 hours/week	no more than 4 orchestras	0.4 – 0.499 FTE
12 – 15.96 hours/week	no more than 3 orchestras	0.3 – 0.399 FTE
8 – 11.96 hours/week	no more than 2 orchestras	0.2 – 0.299 FTE
4 – 7.96 hours/week	no more than 1 orchestra	0.1 – 0.199 FTE
For each additional orchestra for an employee at 1.0 FTE, an additional 0.10 FTE shall be allocated.		

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

<u>Hours/Week</u>	<u>Classes</u>	<u>FTE</u>
<u>40 hours/week</u>	<u>no more than 6 assigned periods</u>	<u>1.0 FTE</u>
<u>33.3 – 35.9 hours/week</u>	<u>no more than 5 assigned periods</u>	<u>0.833 - .898 FTE</u>
<u>26.6 – 33.2 hours/week</u>	<u>no more than 4 assigned periods</u>	<u>0.667 - .83 FTE</u>
<u>20 – 26.5 hours/week</u>	<u>no more than 3 assigned periods</u>	<u>0.5 - .65 FTE</u>
<u>13.3 – 19.9 hours/week</u>	<u>no more than 2 assigned periods</u>	<u>0.333 - .498 FTE</u>
<u>6.7 – 13.2 hours/week</u>	<u>no more than 1 assigned period</u>	<u>0.167 - .33 FTE</u>
<u>For each additional period for an employee at 1.0 FTE, an additional 0.167 FTE shall be allocated.</u>		

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

<u>Hours/Week</u>	<u>Classes</u>	<u>FTE</u>
<u>40 hours/week</u>	<u>no more than 5 assigned periods</u>	<u>1.0 FTE</u>
<u>32 – 35.9 hours/week</u>	<u>no more than 4 assigned periods</u>	<u>0.8 - .898 FTE</u>
<u>24 – 31.9 hours/week</u>	<u>no more than 3 assigned periods</u>	<u>0.6 - .798 FTE</u>
<u>16 – 23.9 hours/week</u>	<u>no more than 2 assigned periods</u>	<u>0.4 - .598 FTE</u>
<u>8 – 15.9 hours/week</u>	<u>no more than 1 assigned periods</u>	<u>0.2 - .398 FTE</u>
<u>For each additional period for an employee at 1.0 FTE, an additional 0.20 FTE shall be allocated.</u>		

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

**A.B. Workweek and Workday**

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

employee or employees before imposing a change in the employee's or employees' working hours.

4. For parent/family teacher conference days, twice annually the work week for school/program based licensed staff may be adjusted to include two 12-hour days. The following parameters exist for this adjusted schedule:

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

### **B.C. Employee Preparation Time**

1. Employee preparation time ~~is employee directed time to complete tasks related to their job responsibilities, shall be used solely for teacher planning.~~ The District shall not require an employee to schedule parent conferences, student conferences, or other District-identified duties during preparation time.

2. An employee who is required by the District to utilize preparation time for matters other than ~~preparation-employee directed~~ time or who does not receive ~~his or her~~their total allocation shall be compensated ~~for their lost time as follows:~~

- a. ~~for such lost time at his or her per diem rate, provided that i) in the event an employee receives less than thirty (30) minutes preparation time the employee will be compensated for a full preparation period at their per diem rate.~~
- b. ~~In the event an employee receives at least thirty (30) minutes preparation time the employee will be compensated for the lost time of their preparation period at their per diem rate.~~
- c. Employees who have 'sold their prep' have their FTE ~~(and compensation)~~ adjusted for the duration of the term(s) in which they have 'sold their prep' as described in section A of this article.

~~2.3.~~ School employees includes any employee assigned to work the majority of their workday in a school, including EDGE and other student facing programs.

4. **PRE-K:** Full-time 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.

5. **ELEMENTARY:** Full-time elementary employees shall be provided no less than 300 minutes each workweek free of other duties or responsibilities for utilization as class preparation time. A minimum of 240 minutes shall be during student contact time. This time period shall be allocated

in blocks of at least thirty (30) uninterrupted minutes. ~~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.~~

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

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

3. ~~On days when regular class time is reduced because of assemblies, half-day inservice, or grading time, teachers' prep times will be reduced proportionately to the reduction in each class period.~~

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

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

4-9. ~~On days when the student schedule is adjusted for finals, all time that would be student contact time on a regular schedule shall be employee preparation time.~~

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

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

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

a. ~~For an elementary employee s~~Such 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.

12. ~~All Special Education Resource Teachers (LRC) and Speech Language Pathologists (SLP) shall have at least 180 minutes weekly (based on a five-day week), for educator directed case management work. This time will be prorated for weeks less than five days in length. This time will be assigned according to the provisions in Section 11 of this Article.~~

- 13. 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.
- 14. 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.
- 15. In case of unforeseen emergencies such as inclement weather or other delays, employees will be compensated for the time of the delay and will not be required to make this time up later in the year. These hours will serve as compensation for any lost preparation time during that day. This language is only for partial day closure and not for any full-day closure.

~~5-16.~~ The District will provide the following extended contract days:

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

- 17. The District will provide up to a total of ~~90-180~~ days of substitute coverage for special education instructors who need assistance in completing special education documentation. Requests for assistance may be initiated by a staff member. The District will determine which requests will be approved.
- 18. When a licensed staff member is asked by an administrator to absorb students due to the absence of another licensed staff member, they will be compensated \$83.50 for the day. This assignment will be at least 2 hours a day at the elementary level or at least two class periods at the secondary level.
- ~~6-19.~~ 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. Elementary Class Loads**

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

The District and Association agree to establish an Elementary Class Ratio Committee (ECRC) to address concerns from educators. For the purposes of this article, ratio is defined as elementary



teachers to students at a given grade level band (K-2, 3-5) and a given school. Additionally, we acknowledge that early planning and preparation are key to reducing class ratio issues in the fall. This article establishes the ECRC.

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

### **Ratio Publication and Data Exchange**

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

#### **1. Spring Committee**

Planning each spring beginning in 2024:

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

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

#### **2. Fall Committee**

(Beginning Fall 2024) August and September Information:

- a. The Association President shall be provided with the District ratio by school, program, and individual class by August 31 and again before the fifth full week of school.
- b. The committee will be comprised of three (3) members appointed by the Association President and three (3) administrators appointed by the superintendent (or designee) who will also sit on the committee as an ex-officio member for a total of seven (7) members.
- c. As part of their review, the committee will jointly analyze elementary student ratio data. In instances in which the committee identifies a school or program which does not conform with the established educator-student ratio, the committee shall develop a recommendation on how to respond to the concern. The committee will discuss and consider for recommendation whether any of the following options should be taken:
  - i. Re/assign, transfer or add licensed and/or classified educator FTE for

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

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

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

#### **D. Elementary Class Loads**

- ~~1. No later than the third week of school each elementary principal will review all situations where elementary teacher class loads, including specialists, exceed District Policy standards, and will consider options including:
 
  - ~~a. Reallocation of current building resources.~~
  - ~~b. Adjustment of class sizes within the building.~~~~

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

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

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

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

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

#### **F. EDGE (Independent/Connected)**

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

#### **E.G. Peer Assistance**

- 1.4. The District will offer peer assistance when reasonable and practicable to any ~~teacher-~~employee it determines to have a deficiency specified in ORS 342.865 (1) (a), (d), (g), or (h). The District may also offer peer assistance under any other circumstance it deems appropriate.

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

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

2-6. Participation in peer assistance is voluntary. Both the ~~teacher-employee~~ offered assistance and the person asked to provide the assistance may refuse to participate with no adverse consequences or penalty. Participants in peer assistance will be notified of available resources (i.e. release time, etc.) prior to implementation of the assistance plan.

3-7. Information arising from the use of peer assistance will not be used for any purpose unless the District and the teacher receiving the assistance specifically authorize its use.

## **ARTICLE X                      WORK DATES AND HOLIDAYS**

### **A.            Contract Year**

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

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

### **B.            In-service Days Before School**

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

### **C.            Professional/Staff Development**

1. Professional Development (PD) is time designated for employees to receive specific training and development appropriate for their position, program, or school.
2. If a full-time employee is required to attend PD for a full day, the employee shall have 60 minutes of preparation time. This time may be scheduled in 30-minute blocks by the District. Less than full-time employees may have their preparation time pro-rated.

### **D.            Grading Days**

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

1. For personnel-employees at secondary school sites, the last 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. Employees required to issue student grades may only be required to attend emergency or IEP meetings on the four (4) days prior to the grading day. This does not include the four (4) days prior to the final grading day of the year.
- 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 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.

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:

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

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

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

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

- If any of these dates are cancelled because of unforeseen events, delays or closures, they will not be rescheduled and the calendar will not be adjusted.

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- One additional time before or after student contact time each week may be administrator directed time. This does not include teacher leadership team meetings.

Exceptions:

- IEP meetings may be scheduled during ~~teacher-educator~~ directed time as described above, ~~so long as the Efforts will be made to ensure the~~ educators involved, not including the case manager, miss no more than one Wednesday of educator directed time monthly and have no more than one IEP meeting during this ~~teacher-educator~~ 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 Efforts will be made to ensure each~~ educator involved ~~is may be~~ required to attend no more than one meeting of this type ~~during the educator directed time~~ weekly ~~during this time~~.

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

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date