

COLLECTIVE BARGAINING AGREEMENT

2024-20252025-2027

between

SALEM-KEIZER EDUCATION ASSOCIATION

And

SALEM-KEIZER SCHOOL DISTRICT 24J



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- Athletic Trainers
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ARTICLE I ASSOCIATION REPRESENTATION AND RIGHTS

A. Recognition and Status of Agreement

1. The Board recognizes the Association as the exclusive bargaining representative of the following:
 - a. All licensed teachers, counselors, nurses, school psychologists, physical and occupational therapists, **board certified behavior analysts, athletic trainers,** audiologists, speech language pathologists, and social workers employed by the District, herein referred to as "employees". Excluded from this subsection are substitutes.
 - b. As defined in ORS 342.815, temporary teacher means a teacher employed to fill a position designated as temporary, ~~or~~ experimental, or to fill a vacancy which occurs after the opening of school because of unanticipated enrollment or because of the death, disability, retirement, resignation, contract non-extension, or dismissal of a contract or probationary teacher. **- -A substitute teacher in the same position longer than 10 work days in a period of less than 3 consecutive workweeks shall become a temporary teacher for the duration of work in that position.-**
 - c. References in other provisions of this agreement to the term "employees" are intended to apply to all groups of employees within the bargaining unit, including teachers. However, references to the term "educators" are intended to apply only to those employees listed above in Section A.1.a of this Article.
2. Questions of unit determination and/or clarification shall be resolved through the negotiations. If the parties are unable to reach agreement, such disputes shall be referred to the Employment Relations Board.
3. The intent of this Agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to employment relations, which includes, but is not limited to: matters concerning direct and indirect monetary benefits, hours, vacation, sick leave, grievance procedures, and other conditions of employment.
4. There shall be signed copies of the final Agreement for the purpose of records. One shall be retained by the District and one shall be retained by the Association.

B. Association Leave

1. **Association Leave Days**

The Association shall be allowed up to 65 (sixty-five) days of leave per year for **non-bargaining years and 130 days of leave per year for bargaining years for** members of the bargaining unit to carry out the statutory duties of the Association as exclusive representative in collective bargaining, contract administration, grievance processing during the life of the contract, and related activities bearing a direct relationship to labor-management relationships between the Association and the District. Such leave shall be granted upon request of the Association President or Vice President. The Association shall be billed for substitute costs for each day of actual substitute usage.

2. **Oregon Education Association Leave Days**

The Association shall be allowed up to 35 (thirty-five) days of leave per year for members of the bargaining unit who are elected to positions in the Oregon Education Association (OEA) in order to attend meetings, trainings, and other OEA activities

related to their position. Such leave shall be granted upon request of the Association President or Vice President. OEA shall be billed for substitute costs for each day of actual substitute usage.

3. New Employee Orientation Association Leave

- a. The Association shall be allowed up to 30 (thirty) days of leave per year for the Association to meet with new employees. This leave may be used in increments of one (1) hour. Such leave shall be granted upon request of the Association President or Vice President. The Association shall be billed for substitute costs for each instance of actual substitute usage.
- b. Within 30 (thirty) days of a new employee's hire date, the Association shall be entitled to one period of at least 60 (sixty) minutes, but no more than 120 minutes, within the new employee's contract day to meet with the employee in accordance with Article I, Section C. If there is not a period of at least 60 (sixty) continuous minutes within the new employee's contract day for this meeting, then this may take place in two separate meetings of at least 30 (thirty) minutes. If the Association Representative must leave their own worksite to meet with the new employee, the Association Representative shall use leave in accordance with Article I, Section B.2.a.
- c. The Association shall have a period of at least 60 (sixty) minutes, but no more than 120 minutes, to meet with new employees during District scheduled new employee orientations. For orientations where the number of new employees exceeds 15 (fifteen), the minimum amount of time shall be 90 minutes. This time shall be paid time for new employees. The requirement of Article I, Section B.2.b above, shall be considered satisfied for new employees attending District scheduled new employee orientations.
- d. The Association shall track time used under this section and provide the District a report of Association Leave time used in a digital file format. The report will be sent to the District within 10 (ten) business days the month following the month any Association Leave time was used. The report shall include the Association Representative name, time used, and date of usage.

4. Association Officers' Leave

- a. Upon request by the Association prior to June 1, the District will grant the Association President and Vice President a leave of absence without pay for their term of office. Such leave guarantees return to the same position or to a comparable position. Upon return to a District position, the SKEA President and Vice President shall be placed on the salary schedule at the level which they would have achieved had they remained actively employed in the District. Furthermore, the SKEA President and Vice President shall accrue all benefits in the same manner that they would have accrued benefits had they remained actively employed in the District. This unpaid leave shall be for the President and Vice President to carry out the statutory duties of the Association as exclusive representative in collective bargaining, contract administration, grievance processing during the life of the contract, and related activities bearing a direct relationship to labor-management relationships between the Association and the District.
 - i. If the Association President and Vice President are on a full-time release they may resign from their Association position at any time for any reason. The District will place the employee in a position comparable to their previous District position within 60 days of notice from the Association.

- ii. In the event that the President or Vice President resigns from the full-time release position for a qualifying OFLA/FMLA medical leave, the District will comply with all state and federal leave laws and will apply their compensation per District policy and state and federal leave laws.
 - iii. The Association shall reimburse the District the total cost (salary, payroll, and fringe benefits) of the average teacher's salary for that year as determined on the October 1 ~~scatter gram~~scattergram of the teacher salaries from All Funds or the actual President's salary, whichever is less.
- b. The District shall pay for .20 FTE of the Vice President's total cost (this fully covers reimbursement for HB 2016). The District will bill the Association for .80 FTE of the salary, fringe benefit costs, and fixed costs of the Vice President. ~~The Association shall reimburse the District the total cost (salary, payroll, and fringe benefits) of the Vice President's salary.~~
- c. The District agrees to process the differential salary provided to the SKEA President and Vice President by the Association as a part of the President's and Vice President's salaries which the Association currently reimburses and is now processed by the District. It is understood that this proposal will not result in any added costs for the Employer, and the Association agrees to hold the Employer harmless from any legal liability that might result from this contractual provision.

C. Association Activities

1. Interschool mail facilities, including the email system, may be used by the Association to communicate with bargaining unit employees regarding (1) collective bargaining; (2) grievances and other disputes relating to employment relations; and (3) matters involving the Association governance and business. District policy and practices governing computer and email usage shall apply.
2. Association representatives may meet with bargaining unit members outside of the workday without limit. The Association may use school facilities for those meetings so long as they do not interfere with the District's operations.
3. Once monthly, an Association representative may request to be placed on the agenda of a regularly scheduled building led meeting even if the meeting includes some professional development, or for District-wide meetings held for non-classroom-based educators and professionals (such as meetings of psychologists, librarians, Student ~~and Family~~ Services staff), for the first 15 (fifteen) minutes of an a.m. or last 15 (fifteen) minutes of a p.m. meeting, or as agreed upon by the Association representative and the building administrator. The District will approve the request and administrators will not remain in attendance at the Association meeting unless invited.
4. In addition, on request, an Association representative shall be allowed to make brief announcements and respond briefly to questions during professional meetings.
5. Association representatives may meet with educators during the workday whenever educators are not responsible for student supervision or attending other District-directed activities.
 - a. Permissible time for Association access during the workday includes:
 - i. Non-student contact time before or after the student instructional day starts, so long as the educator is not responsible for student supervision or otherwise engaged in a

District-directed activity.

- ii. Educator preparation time or other similar “educator-directed” time, including “educator-directed” time on grading days and in-service days, with the educator’s permission. Educators who choose to meet with the Association during their preparation period shall not be entitled to additional compensation for lost prep time pursuant to Article X, Section B.
 - iii. The educator’s duty-free lunch.
 - iv. For non-classroom educators and professionals, such as “teachers-on-special-assignments,” counselors, librarians, Special Education case managers and specialists, time expressly scheduled for a work activity (such as a previously scheduled classroom observation, class observations, and meetings with parents or other educators) may not be used for Association work and Association access time is limited to 90 minutes per day.
- b. Association representatives may not meet with educators during “District-directed” activities or while supervising students.
 - i. “District-directed activities” include but are not limited to staff meetings, PLC/Data Team meetings, and IEP meetings. If an Association representative seeks to meet with an educator when a District-directed activity is scheduled (unless previously arranged or covered as Association release time), the District has no obligation to release the educator.
 - ii. “Student supervision” includes instructional time and assigned duty time but does not include other time when a student may “drop-in” to an educator’s classroom at the educator’s discretion.
 - c. Association access during the workday may not unreasonably interfere with an educator’s ability to complete work-related tasks. Administrators will be encouraged to communicate directly with Association representatives if they have concerns. If the concerns are unresolved, then they may be addressed in labor management meetings.
 - d. Association representatives do not need to seek permission before entering a District building but agree to provide advance courtesy notice when appropriate. In addition, they will sign in and out of the building as directed by office staff.
6. Authorized representatives of the Association will be designated by SKEA and may include Oregon Education Association or National Education Association employees, volunteers and retirees. However, any Association representative entering school buildings will be subject to whatever background check and/or policies which are generally required for adults entering a District building who are not working directly with students. In addition, prior to having access to the building, the Association will provide the District with the names of authorized volunteers and retirees in advance. Authorized Association representatives will be provided with visible SKEA identification by the Association.
 7. The Association may be required to reimburse the District for any reasonable and significant costs incurred by the District as a result of Sections C.1 and C. 2 of this Article. Additionally, the Association agrees to hold the District harmless from any damage awards or litigation expenses which might result from implementing Sections C.1 and C.2 of this Article.

8. Appropriate Association representatives shall be allowed release time without loss of compensation when required by the District to meet with District personnel on matters relating to grievances that have been filed or scheduled negotiations.
9. Association Meetings: Association Representative Assembly and SKEA Board of Director meetings shall be placed on the District calendar. The District shall not schedule any "required attendance" meetings for representatives at a time that would conflict with the nine (9) Association Representative Assembly and/or nine (9) SKEA Board of Director meetings to be held during each year of this contract. If an Association representative is working hours that would extend beyond 4:00 p.m. on the date of a scheduled Representative Assembly meeting or Board of Director meeting, the representative shall be given "release time" beginning one-half hour prior to the scheduled start time of the Association meeting so that the member can attend the meeting.
10. Upon request, the District agrees to furnish the Association with readily available public information for utilization as the exclusive collective bargaining representative. The Association agrees to reimburse the District for actual costs incurred in development and delivery of such information.
11. Union material may be distributed to staff mail boxes during non-student contact time.

D. Joint Advisory Committees

1. The Association President shall make Association representative appointments.
2. The parties mutually agree on the importance of collaboration and dialogue related to the establishment and modification of policy. ~~To that end, the District and Association shall convene a Policy Advisory Committee comprised of no more than two (2) Association members each from the Student Behavior, Evaluation, Report Card, and the Technology committees. This group will meet no fewer than two (2) times annually to discuss and provide recommendations on changes to policies and/or district-wide systems pertaining to their committees, not including enterprise software systems. Discussion undertaken by this group shall be limited to topics covered by the Student Behavior, Evaluation, Report Card, and Technology committees. Meetings of this policy review body will not substitute for meeting requirements of the committees in Section D.5 of this Article.~~
3. Unless otherwise stipulated in Section D of this article, Joint Advisory Committees shall meet at least two (2) times annually. The Professional Development Committee shall meet a minimum of three (3) times per year. See Article IX for Sick Leave Bank meetings requirement. ~~The parties must mutually agree to~~ Either party may request up to three (3) additional meetings for any Joint Advisory Committee. Any additional meetings above this amount must be mutually agreed to by the parties. Joint Advisory Committee meeting participants shall be paid their per diem rate for meetings that take place outside their contract day.
4. Joint Advisory Committees will have the authority to make recommendations to District Leadership and any other authorities granted to specific committees by this Agreement.
5. Prior to the District implementing major changes, the appropriate Joint Advisory Committee must be provided time to review the proposed changes.
6. Salem Keizer Education Association representatives shall comprise half (or proportionate share) of the District staff representation on each of the following Joint Advisory Committees:
 - a. Calendar Committee;

- b. Student Behavior Committee
 - c. Evaluation Committee
 - d. Report Card Committee;
 - e. Professional Action Committee for Education (PACE)
 - f. Sick Leave Bank Committee (see Article IX)
 - g. Sabbatical Committee (See Article VIII, Section A.7)
 - h. Technology Committee
 - i. Early Career Educator Committee
7. There shall be at least one Salem Keizer Education Association representative on the:
- a. Safety and Security Committee
 - b. Labor Management Committee
8. Professional Development Committee
- a. Salem Keizer Education Association representatives shall comprise half of the Professional Development (PD) Committee.
 - b. The Professional Development Committee has authority to make recommendations to District Leadership regarding **future** PD plans **for the future**.
 - c. In addition to PD recommendations, this Professional Development Committee may review feedback from professional development sessions and recommend PD strategies to District Leadership.

ARTICLE IV RATES OF PAY

A. Professional Compensation

1. The salary schedule for employees covered by this Agreement shall be set forth in Appendix A of this Agreement. The base schedule will be increased by ~~6.255.75~~ 6.255.75% in fiscal year ~~20232025-20242026~~, effective January 1, 2024 and ~~3.54.75~~ 3.54.75% in fiscal year ~~20242026-20252027~~.
2. ~~Upon the date of ratification of this Agreement, active employees shall receive a one-time \$6,000 recognition and retention stipend. This 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 a paid administrative leave will receive the stipend upon reinstatement.~~

B. Pay Column Change

1. An employee who completes course work which qualifies them for a change from one ~~training levels~~ salary schedule column to another during the year, shall submit evidence of satisfactory completion to the District by September 15~~th~~ or February 15~~th~~ 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 B.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.

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.
3. An employee will not necessarily be at the same step of the differential schedule that they are on the 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.

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 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 schedules, the Collective Bargaining Agreement shall not apply to extra-duty assignments: Extra-duty assignment shall be considered supplementary to an 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 does not complete the differential assignment, they shall receive no compensation for that part of the 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 has resigned the position, the 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 percent (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 ($2 \times 10.5 = 21$; $75\% \text{ of } 21 = 16$).

D. Extended Season Pay

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

- g. Cheerleading: One head coach and one assistant coach
- h. Baseball: One head coach and one assistant coach
- i. Softball: One head coach and one assistant coach
- j. Golf: One head coach

OSAA Individual Activities:

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

- a. Track and Field: One head coach
 - b. Tennis: One head coach
 - c. Golf: One head coach
 - d. Swimming: One head coach
 - e. Wrestling: One head coach
 - f. Cross Country: One head coach
3. Compensation for the extended season shall be based on a weekly rate calculated on an average twelve-week season (8% of the extra duty differential).
 4. The extended season and weekly rate will start the first **Monday day** following the OSAA Cutoff Date.
 5. **For non-athletic programs, program coaches and advisors whose competitive programs advance beyond the first level of their playoff format shall receive an extended season bonus of 2% (903). Speech and Debate programs' postseason / extended season begins after the OSAA State Competition.**
 6. **Extended pay for game managers for home postseason competitions shall be for football playoffs: add 20% of differential per competition; other sports' playoffs add 8% of differential per competition.**

E. Leadership Differentials

Differentials listed below provide compensation for employees assigned on an annual basis to provide professional leadership services rendered both within and outside the contract day.

1. Differentials are compensated as follows:

<u>Position</u>	<u>Percent of Salary of MA+0, Step 4 Experience Salary</u>
TAG Advocate (small schools*)	1.2

Middle School Activity Advisor	1.5
TAG Advocate (large schools)	2.4
Teacher, Media Specialist, Lead, High School	3.1
Program Assistant	8.0
High School Activity Advisor	9.1
Program Associate	9.1

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.

*Small schools are defined as those with a student population of fewer than 200 as of October 1 of a given year.

2. Teacher Leaders

Elementary, middle, and high school leaders will receive a stipend of \$2,500 for their support of academic and curricular initiatives during and outside contract hours. Experience and expertise are among appropriate factors in the consideration of teacher leaders. Teacher leaders will be a part of the building/worksites leadership teams. **Delivery of professional development is not a required job duty for teacher leaders.** Teacher leaders will apply and be selected annually by the principal. **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 10 (ten) 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.

F. Special Education Differential

1. **Effective January 1, 2024, sS**pecial education instructors, nurses and speech/language pathologists shall receive a differential of **10 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 for whom they are not the case manager.
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.

February 27, 2025 SKEA Initial Proposal IV – Differential Schedule for Athletics

Activity	<u>Game Manager—Wrestling</u> <u>Off-season coach</u>	<u>Game Manager—JV or Freshman Football</u> <u>Game Manager—Girls or Boys Soccer</u> <u>Game Manager—Baseball</u> <u>Game Manager—Softball</u> <u>Game Manager—Track</u>	<u>Game Manager—Volleyball</u>	<u>Game Manager—Varsity Football</u> Competitive Cheer H.S. Middle School Assistant: Soccer Basketball	<u>Game Manager—Girls or Boys Basketball</u> Middle School Assistant: Wrestling Cross Country
Range	902	903	904	905	907
Differential Factor	1.5	2.0	2.5	3.0	4.0
Step 01					
Step 02					
Step 03					
Step 04					
Step 05					
Step 06					
Step 07					
Step 08					
Step 09					
Step 10					
Step 11					
Step 12					
Step 13					
Step 14					
Step 15					
Step 16					
Activity	Middle School: Basketball Soccer JV 8 th Volleyball JV 7 th Volleyball	Middle School: Wrestling Cross Country Middle School Assistant:	Middle School: Track Head 8 th Volleyball Head 7 th Volleyball High School Assistant:	Middle School: Head V Football Head JV Football High School Assistant: Girls or Boys Soccer	High School Assistant: Track Boys Wrestling Girls Wrestling

	Middle School Assistant: Track	Football High School Assistant: Dance/Drill Winter Cheer	Boys Tennis Girls Tennis Boys Volleyball Flag Football	Cross Country Swimming Fall Cheer High School: Boys or Girls Golf Winter Cheer	High School Dance/Drill
Range	909	911	913	915	917
Differential Factor	5.0	6.0	7.0	8.0	9.0
Step 01					
Step 02					
Step 03					
Step 04					
Step 05					
Step 06					
Step 07					
Step 08					
Step 09					
Step 10					
Step 11					
Step 12					
Step 13					
Step 14					
Step 15					
Step 16					

Activity	High School Assistant: Girls Basketball Boys Basketball Football Softball Baseball Volleyball	High School: Boys Tennis Girls Tennis Boys Volleyball Flag Football	High School: Girls Soccer Boys Soccer Cross Country Swimming Fall Cheer	High School: Track Boys Wrestling Girls Wrestling	High School Football Volleyball Boys Basketball Girls Basketball Softball Baseball
					927

Range	919	920	923	925	
Differential Factor	10.0	10.5	12.0	13.0	14.0
Step 01					
Step 02					
Step 03					
Step 04					
Step 05					
Step 06					
Step 07					
Step 08					
Step 09					
Step 10					
Step 11					
Step 12					
Step 13					
Step 14					
Step 15					
Step 16					

Guidance for other differentials and explanations for the above tables:

Criteria considered for placement of coaching differentials: length of season, workload with student-athletes, workload without student-athletes, workload with facilities/equipment, size of program, in-season weekends/holidays. management (feeders, fundraising, number of teams), other considerations (off-campus practices, safety concerns, 4th teams, schedule volatility).

Game managers: One game manager differential is available per listing

Extended pay for game managers for home post-season competitions: football playoffs: add 20% of differential per competition: other sports' playoffs: add 8% of differential per competition.

Off-season differential criteria:

- High School only.
- One coach per sport, except for football and track which can have two each.
- The differential cannot be divided between coaches.
- Unused differentials cannot be transferred to another sport.

- Coaches would be paid for the open period that is immediately prior to the in-sport season. For coaches of fall sports, this means they're eligible for off-season coaching in the spring (since spring is the open period immediately prior to their season, despite the summer).
- Practice schedule must be submitted and approved by AD prior to open period beginning.

**February 27, 2025 SKEA Proposal, IV Differentials Co-Curricular
Differential Schedule**

Activity	Club Advisor - Meets an average of 2 - 4 times per month - Meets an average of 1 hour per meeting - May belong to a State, National, or International Association - Club does not take students off campus - Club does not compete in interscholastic competitions Unified Coordinator - the program hosts one high school Unified Tournament or attends one or more HS Unified Tournaments *HS Class Advisor *NJHS Advisor	Club Advisor (Extended) - Averages more than 1 meeting per week - Meets an average of 1 - 2 hours per meeting - May belong to a State, National, or International Association - Club likely does take students off campus - Club does not compete in interscholastic competitions * NHS Advisor	Unified Coordinator - the program hosts one high school Unified Tournament and attends one or more HS Unified Tournaments	* HS Junior Class Advisor (if also Prom Coordinator) * HS Senior Class Advisor (if also supporting graduation)
Range	902	903	904	905
Differential Factor	1.5	2.0	2.5	3.0
Step 01				
Step 02				
Step 03				
Step 04				
Step 05				
Step 06				
Step 07				
Step 08				
Step 09				
Step 10				
Step 11				
Step 12				
Step 13				
Step 14				
Step 15				
Step 16				

Activity	*Unified Coordinator	Program Coach		Program Coach
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	the program hosts one high school Unified Tournament, attends one or more HS Unified Tournaments, and attends State Olympics Unified Tournament	Co-curricular Activity May belong to a State, National, or International Association Meets for regular practices during season Students attend Conference(s) and/or Competition(s) Typically 1 to 2 regular season competitions possible The activity might have an end of season playoff system Team must attend 1st level of playoffs if possible Team size meets minimum requirement for the activity's definition of team		Minimum one semester in duration Co-curricular Activity May belong to State, National, or International Association Meets for regular practices during season Students attend Conference(s) and/or Competition(s) Typically 3+ regular season competitions possible The activity has an end of season playoff system Team must attend 1st level of playoffs Team size meets minimum requirement for the activity's definition of team *High School Mock Trial *Constitution Law Team *DECA *High School Yearbook *High School Newspaper *Vocational / Technical Programs *Unified Coordinator program hosts one high school Unified Tournament, attends one or more HS Unified Tournaments, attends State Olympics Unified Tournament, and is a National Banner Program
Range	906	909	911	913
Differential Factor	3.5	5.0	6.0	7.0
Step 01				
Step 02				
Step 03				
Step 04				
Step 05				
Step 06				
Step 07				
Step 08				
Step 09				
Step 10				
Step 11				
Step 12				
Step 13				
Step 14				
Step 15				
Step 16				

<u>Activity</u>		Program Coach Year Long Program <u>Co-curricular Activity</u> May belong to State, National, or International Association Students taken off campus for conferences and or competitions May attend approximately one competition per month The activity has an end of season playoff system Team must attend 1st level of playoffs Team size meets the minimum requirement for the activity's definition of team *Speech & Debate Team / Robotics Team Participation in 4 to 9 regular season competitions and the first level of playoffs *JROTC	*Future Farmers of America	Program Coach Year Long Program <u>Co-curricular Activity</u> May belong to State, National, or International Association Students taken off campus for conferences and or competitions Must attend more than one competition per month The activity has an end of season playoff system Team must attend 1st level of playoffs Team size meets the minimum requirement for the activity's definition of team *Speech & Debate Team / Robotics Team Participation in 10+ competitions and the first level of playoffs
Range	915	917	919	921
Differential Factor	8.0	9.0	10.0	11.0
Step 01				
Step 02				
Step 03				
Step 04				
Step 05				
Step 06				
Step 07				
Step 08				
Step 09				
Step 10				
Step 11				
Step 12				
Step 13				
Step 14				
Step 15				
Step 16				

New Club / Program Full-Year or Full Season On-boarding

1. An advisor or coach who wishes to begin a club or program that does not appear on the Differential Schedule above will at the start of the year work with their building administrator to determine the club or program's pay rate based on
 - a. the expectations of the club or program
 - b. the Differential Schedule
2. The building administrator will contact Human Resources to authorize the assigned differential.
3. The advisor or coach will reconnect with the building administrator for a 3-month evaluation for a possible increase or decrease in the differential based on
 - a. Actual time commitment
 - b. Actual activities to plan and participate in
4. The building administrator may petition Labor or (assuming it is accepted) the Joint Advisory Committee for Differentials to recommend an appropriate differential if the club or activity doesn't align within the existing Differential Schedule.

New Club Mid-Season On-Boarding

- In coordination with a building administrator, a club differential can be assigned pro-rated for one half year if a prospective advisor wishes to start a club or program at semester.

Assistant Coach (~70% of Head Coach)

- An assistant coach shall receive a differential of approximately 70% of the program's head coach.
- Each identified program shall have access to compensated assistant coaches based on the following criteria:
 - Mock Trial: 1 Assistant coach per complete team beyond the first.
 - Speech and Debate: 1 Assistant Coach if the team exceeds 30 competitors
 - Con Law: 1 Assistant Coach added if the Competition Team exceeds 24 students
 - Vocational Programs: 1 Assistant Coach added if the team exceeds 30 competitors; then again when the team exceeds 60; then again when the team exceeds 90. Caps at 3 Assistant coaches.
 - Robotics: 1 Assistant Coach added if the program exceeds 3 complete teams; then again when the program exceeds 9 complete teams; then again when the program exceeds 15 complete teams. Caps at 3 assistant coaches.

Joint Committee on Differentials

- In order to review and revise this schedule, determine proper program placements, and provide oversight for program compliance, this joint committee recommends that a permanent joint advisory committee be created in the next contract, be staffed, and meet per joint advisory committee policies as outlined in Article 1 Subsection D of the CBA.

Elementary Music

Activity	Elementary General Music <ul style="list-style-type: none"> Minimum of 3 grade level performances 	Elementary Choir <ul style="list-style-type: none"> Minimum 2 public home concerts Minimum 2 additional performances (on- or off-campus) Honor Choir (can count to additional performances) Elementary Choral Festival (can count to additional performances) 	Elementary Instrumental Music <ul style="list-style-type: none"> Minimum 2 public performances 1 recruitment evening 1 additional performance Inventory management ES Instrumental Music is exclusive to the 4th and 5th grade orchestra program and the 5th grade band program
Range	903	905	905
Differential Factor	2.0	3.0	3.0

Middle School Performing Arts

Activity	Middle School Auditorium Supervisor	Middle School Music ¹ <ul style="list-style-type: none"> Minimum 3 public home concerts Area honor performances SK Advanced Festival Additional events <ul style="list-style-type: none"> All City (auditions, rehearsals, performance) Solo and Ensemble All State
Range	905	911
Differential Factor	3.0	6.0

High School Music Adjunct Positions

Activity	HS Basketball Pep Band ² <ul style="list-style-type: none"> Up to 10 home games per year Preparatory rehearsals 	HS Jazz Band Director ³	HS Fall Percussion Specialist ⁴ <ul style="list-style-type: none"> up to 2 per school 	HS Fall Band Colorguard Specialist ⁵	HS Winter Percussion Specialist ⁶	HS Winter Band Colorguard Specialist ⁷
Range	903	905	905	905	905	905
Differential Factor	2.0	3.0	3.0	3.0	3.0	3.0

High School Music

Activity	HS Assistant Band Director ⁸	HS APT Music	HS Choir Director ⁹	HS Orchestra Director ¹⁰	HS Lead Band Director ¹¹
Range	913	917	919	919	925
Differential Factor	7.0	9.0	10.0	10.0	13.0

- Concert ensembles and marching band
- Pre-season planning for marching band
- Pre-season camp for marching band
- All home games for marching band
- At least one additional non-game community performance for marching band
- Minimum of 4 home performances for core concert ensembles
- Minimum of 1 off-campus performance for at least one core concert ensemble
- Other events such as
 - All City
 - All State
 - Intermediate Festival
 - Featured performances
 - Solo and ensemble

- Program artistic and instructional leadership
- Audio design and/or recording for the band, choir, orchestra, and drama performances (minimum of 6 concerts/6 dramatic performances)
- Produce a minimum of 4 APT performances.
- Community event tech support and performances (minimum of 4)
- School-based tech support (upon request/minimum 6 per year)
- 1 music festival event
- Recording sessions for APT (minimum of 8 per year)

- Program artistic and instructional leadership
- Minimum of 4 home performances
- Minimum of 2 off-campus performances for at least one core concert ensemble
- OSAA contest season participation (can count toward off-campus tally)
- Other events, including
 - All City
 - All State
 - Intermediate festival
 - Featured performances
 - Solo and Ensemble
- Ongoing engagement with, and management of, parent volunteers
- Ongoing management of accompanist's duties

- Program artistic and instructional leadership
- Strings and full symphony
- Minimum of 4 home performances
- Minimum of 2 off-campus performances for at least one ensemble
- OSAA contest season participation for strings and full symphony (can count toward off-campus tally)
- Other events such as
 - All City
 - All State
 - Intermediate Festival
 - Featured performances
 - Solo and ensemble
- Ongoing engagement with, and management of, parent volunteers

- Program artistic and instructional leadership
- Concert ensembles and marching band
- Pre-season planning for marching band
- Pre-season camp for marching band
- All home games for marching band
- At least one additional non-game community performance for marching band
- Minimum of 4 home performances for core concert ensembles
- Minimum of 2 off-campus performances for at least one core concert ensemble
- OSAA contest season participation (can count toward off-campus tally)
- Assistant Conductor of Symphony Orchestra
- Other events such as
 - All City
 - All State
 - Intermediate Festival
 - Featured performances
 - Solo and ensemble
- Ongoing engagement with, and management of, parent volunteers

High School Theater

Activity	HS Theater Support¹² <ul style="list-style-type: none"> Choreographers (3.0 if musical) Assistant dir roles Lighting specialist Audio specialist (3.0 if musical) Costumer 	HS Musical Theater¹³ <ul style="list-style-type: none"> Vocal music director Pit orchestra conductor Technical Director HS Theater Director 	Auditorium Supervisor	Technical Director¹⁴ <ul style="list-style-type: none"> Minimum of two major productions with multiple performances each production 	HS Theater Director¹⁵ <ul style="list-style-type: none"> Minimum of 2 major productions with multiple performances for each production. (At least one of which should be a main stage production.)
Range	904	905	905	917	927
Differential Factor	2.5	3.0	3.0	9.0	14.0

Appendix

- 1: **Middle School Music-** **ADD 2.0** if responsible for an ensemble that performs in 2 additional adjudicated events, excluding SK Advanced festivals.
- 2: **HS Basketball Pep Band-**Assigned to whoever assumes the responsibility for this role.
- 3: **HS Jazz Band-**Assigned only when the HS lead or HS assistant band director is NOT the jazz band director.
- 4-7: **HS Band Adjunct-****ADD 2.0** if the marching ensemble attends any combination of four or more of the following: competitions in a recognized circuit, community parades, and non-circuit festivals
- 8: **HS Assistant Band Director-;** **ADD 2.0** if the marching band attends any combination of four or more of the following: competitions in a recognized circuit, community parades, and non-circuit festivals; **ADD 1.0** if serving as symphony orchestra assistant conductor the year, including the OSAA season. **ADD 2.0** if serving as jazz band director and band attends at least 3 adjudicated festivals
- 9: **HS Choir Director-;** **ADD 3.0** if leading a select choir participating in a competitive circuit separate from OSAA.
- 10: **HS Orchestra Director-****ADD 1.0** if the symphony orchestra is in existence AND participates in the OSAA competitive season
- 11: **HS Lead Band Director-****ADD 1.0** if serving as symphony orchestra assistant conductor the year, including the OSAA season;; **ADD 2.0** if the marching band attends any combination of four or more of the following: competitions in a recognized circuit, community parades, and non-circuit festivals; **ADD 2.0** if serving as jazz band director and band attends at least 3 adjudicated festivals
12. **HS Theater Support-**For the course of the year, up to 8 positions for 2 productions; up to 12 positions for 3 productions; No more than one per person, per production, unless approved by the administrator (limit of two per person, per production).
13. **HS Musical Theater-**assign to those who assume the listed roles.
- 14 **Technical Director-** **ADD 3.0** for a third production
15. **HS Theater Director**
 - ADD 7.0** if serving as Technical Director for two major productions
 - ADD 2.0** if one performance is a musical
 - ADD 2.0** for a third production
- 15a. If the HS Theater Director adds a third production:
 - ADD 7.0** for a third major production with multiple performances (Or full-length production in a blackbox setting.)
 - ADD 4.0** if third production is a minor production

ARTICLE VII EMPLOYEE BENEFITS

A. Insurance

The maximum District contribution for plans selected will be \$1,700,400 for the 2023-2025-2024-2026 insurance year and \$1,800,500 for the 2024-2026-2025-2027 insurance year.

1. If the premium for the plans selected exceeds the maximum District contribution per employee per month as of October 1 of any year, the excess shall be withheld through monthly payroll deduction. The Association may notify the District in writing prior to December 1 of any year of intent to change benefits and/or carriers specified in Section A.1 of this Article above, in order to maintain the premium at or below the maximum District contribution. After timely notification, Association requested changes shall be made effective January 1 of the same school year.
2. The District shall contribute a portion of the insurance premium for employees who are scheduled to work less than full-time. The District's contribution shall be pro-rated based on the ratio of the employee's scheduled workweek to the normal full-time workweek. Provided, however, that with regard to employees who are scheduled to work twenty hours per week or less, the District need not make a contribution, unless the carrier certifies that the employee shall receive a prorata benefit in return for the prorata contribution.
3. A Section 125 Plan shall be available to all unit members for utilization of eligible expenses from pre-tax dollars.
4. The District will contribute \$100-150 a month to all eligible employees' Health Savings Accounts (HSA).

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

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

1. Both the employee and spouse or domestic partner work for the District.
2. Both the employee and spouse or domestic partner are both benefit eligible.
3. Both benefit eligible employees complete and sign a form enrolling in this benefit arrangement.
4. 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 OEBC.
 - c. The family has one set of medical, vision, and dental benefits and is not double covered through the District.
5. 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.

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

C. Public Employees Retirement System Pickup

The District shall not withhold from employee's monthly salaries the contributions required by ORS 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 ORS 238.005 (8) for the purpose of computing an employee member's "final average salary" within the meaning of ORS 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 ORS 238.200. Such "picked up" or paid employee contributions shall be credited to employee accounts pursuant to ORS 238.200 (2) and shall be considered to be employee contributions for the purpose of ORS 238.005 to 238.325. Starting on July 1, 2025, the District shall cease "picking up" the 6% employee contribution under OAR 459-009-0200(2) and shall increase the 2025-2026 salary schedule by 9% (on top of any increase in Article IV of this Agreement). The District shall deduct 6% from each employee's salary and pay the employee contribution to PERS, pursuant to ORS 238A.335(2)(a) and OAR 459-009-0200(3). No employee will have an option to receive any part of that six percent (6%) contribution directly, as cash or otherwise. The intent of the Parties is for the employee PERS contributions to qualify as employer contributions under Section 414(h)(2) of the Internal Revenue Code. The District shall notify PERS of the change in Pick Up status, as required by OAR 459-009-0200(4).

D. 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 VIII LEAVES

A. Leaves with Pay

For all leaves in this section, if an employee is required to prepare plans for a full-day absence, the employee will have one hour less deducted from their leave balance than time used; for a half-day absence this will be ½ hour less deducted.

1. Sick Leave

- a. In accordance with provisions of ORS 332.507 and ORS 653.601, an annual 10 (ten) days of sick leave with pay shall be allowed for each employee who is employed for a full school year. Eleven (11) days shall be allowed for each employee who is employed on an extended contract of 220-239 workdays per year, and 12 (twelve) days shall be allowed for each employee who is employed on an extended contract of 240 or more days per year. Sick leave not used shall be cumulative without limit, and may be used at a future time subject to the following conditions:
 - i. An employee who serves for a fraction of the school year or school day shall receive benefits on a prorata basis.
 - ii. The sick leave in Section A.1(a) of this Article will apply to the illness or injury of the employee and their qualifying family members. Qualifying family members include the following: spouse, domestic partner, child (including adopted, stepchild, foster child), domestic partner's child, parent, all parent-in-laws, domestic partner's parent, grandparent, grandchild, and any individual whom an employee has or had an in loco parentis relationship as defined under ORS 653.601.
 - iii. The District may require certification by a health care provider as a condition of allowance of sick leave if it appears that an employee may be falsifying or abusing sick leave privileges. Certification that an illness or injury prevents an employee from carrying on the employee's duties will not usually be required unless the employee is absent in excess of 10 (ten) consecutive contract days. The District may contact an employee prior to the 10th (tenth) day to provide information about other leave provisions that may apply to their situation.
 - iv. Sick leave will be front loaded to an employee after the employee has worked one full day in a new contract year. Exceptions may be made for employees who experience a need for leave on the first day of work due to unforeseen circumstances (e.g. on the job injury, emergency situation, etc.). An employee who is scheduled to work, but is unable to report to work shall be allowed to use their accrued sick leave from previous year(s).
 - v. If medical evidence indicates the employee could return to duty, and fails to do so upon written request, the employee may be subject to discipline up to and including dismissal.
 - vi. If an employee exhausts their sick leave prior to earning that year's sick leave and ends their employment, the District will require the employee to reimburse the District the time that was paid, but not earned for that year from their final payroll. This does not apply to an employee who takes an unpaid leave as long as the employee returns to work for the District.

- vii. An employee shall not consider sick leave as a right which allows absence at any time for other than personal disability resulting from illness or injury, or that of a family member, and sick leave shall not be considered as available upon separation of employment, either in time or in dollars.
- viii. At the time of original employment or subsequent reemployment by the District, an employee who was previously employed in an Oregon school district shall be credited with unused sick leave, up to 75 days, accumulated in and reported by such prior district or districts; provided, however, that:
 - a) In the calculation no single sick leave day will be counted more than once.
 - b) Such sick leave will not be credited to the employee's account until the employee has completed 30 (thirty) working days with the District.
- ix. Sick leave will not be earned during a period when an employee is on leave without pay.
- b. An employee on sick leave shall not engage in any other form of employment during the usual hours of service to the District without obtaining the approval of the District prior to the start of such employment.
- c. The absence of an employee, because of illness or accident, for which they receive compensation from the District workers compensation insurance carrier, shall be considered as sick leave. Such compensation for the time lost (but not disability settlements) shall be deducted from sick leave compensation paid to the employee by the Salem Keizer School District. However, the amount of sick leave time charged against the employee's sick leave account shall be only that portion of each day for which the employee is actually compensated by the District.

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

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

2. Paid ~~Family Medical Leave Insurance~~ Leave Oregon

- a. For purposes of administering ~~Oregon's Paid Family and Medical Leave Insurance (PFMLI) program~~ Paid Leave Oregon (PLO), the District has the option to change to or from a state plan and a state approved equivalent plan provided employee contributions with an equivalent plan do not exceed the amount that an eligible employee would otherwise be required to contribute with a state plan. ~~PFMLI/PLO~~ will run concurrently with OFLA/FMLA.
- b. Employees must make the decision to run their paid leave accruals concurrently with ~~PFMLI/PLO~~ when providing notice of their foreseeable leave to the Leaves department.

Employees will enter the amount of their accruals they want to use in the absence management system and will be subject to payroll deadlines. If advanced notice is not possible due to an emergency or unforeseeable event, the employee must notify the Leaves department as soon as possible.

- c. If an employee's **PFMLI-PLO** leave is extended, the employee will be allowed to modify their paid leave accrual election at that time. Any wages paid to an employee based on the employee's paid leave accrual election will be final and not subject to a repayment or restoration of accruals.
- d. **While on PLO, an employee's leave time shall count as service time for purposes of step advancement, retirement eligibility, and service time.**
- e. **While on PLO, any balance in an employee's escrow account will remain with the District unless the employee requests it to be paid out.**

3. Bereavement Leave

- a. Bereavement leave with pay, not to exceed five **(5)** days per bereavement, shall be granted to each employee due to the death of a family member. Family member shall be defined as parents, **all parent-in-laws**, spouse, domestic partner, child (including foster, adopted, step-child, and a child whom the employee stands in loco parentis), grandparents and grandchildren, brother and sister (including step-brother and step-sister), uncle, aunt, nephew, and niece. This leave may be entered by the employee through the normal absence reporting system. Employees are required to identify the relationship to the employee in the system. The purpose of this leave is to allow the employee the necessary time to attend the funeral and to take care of other necessary arrangements. The District may request documentation to support an employee's bereavement leave if it appears that an employee may be abusing the leave.
- b. The District will run this contractual bereavement leave concurrently for employees who elect to utilize the state leave. Employees require approval for state leave by the Benefits and Leaves Department. If employees access bereavement leave through state leave laws, employees have sixty (60) days from the date they have knowledge of the death of the family member to utilize the leave.
- c. One day of bereavement leave will be granted to attend the funeral of a close friend one time per year. The supervisor will work with employees to have representatives of the staff attend the funeral of a student, a colleague or close relative of a colleague.

4. Paid Time Off

- a. **Eight (8) days of paid time off shall be granted to each full-time employee who is contracted for the total school year. This leave is non-accumulative. The leave will be front-loaded to the employee after the employee has worked one full day of work at the start of a new school year. The leave is to be taken in accordance with the conditions below:**

(1) The leave will not be used to seek or accept employment elsewhere unless the employee has been non-renewed or non-extended.

(2) The leave will not be used for personal illness unless all accumulated sick leave days have been exhausted.

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

b. Any unused paid time off will be paid to the employee at their per diem rate in their last paycheck each school year or at the end of their employment if prior to the end of the school year.

4. Personal Leave

a. Three (3) days of personal leave with pay shall be granted to each full-time employee who is contracted for the total school year. This leave is non-accumulative. The leave is to be taken in accordance with the conditions below:

i. The leave will not be used to participate in Association activities.

ii. The leave will not be used to seek or accept employment elsewhere unless the employee has been non-renewed or non-extended.

iii. The leave will not be used for personal illness unless all accumulated sick leave days have been exhausted.

iv. The following restrictions apply to the use of personal leave:

- The first three student days of the school year
- The last three student days of the school year

v. When a substitute is required, the following restrictions apply to the use of personal leave:-

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

Exceptions may be made for once-in-a-lifetime events (e.g. child's wedding, graduation). Emergency leave for an event which is beyond the control of the employee may be used during these periods when personal leave is not allowed.

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

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

6. Family Illness Leave

- a. ~~Leave with pay, in addition to covering disability of an employee shall also cover absence, not to exceed five (5) days per school year, due to illness of a member of the immediate family of the employee. The immediate family shall be defined as blood relations and in-laws, to include spouse, domestic partner, children (including step-children and children towards whom the employee stands in loco parentis), parents (including step-parents), grandparents and grandchildren, brother and sister (including step-brother and sister), uncle, aunt, nephew, and niece. When the family member resides outside the employee's household, the illness must be serious in order for the employee to take leave.~~
- b. ~~An employee who serves for a fraction of the school year or school day shall receive the benefit on a pro-rata basis.~~
- c. ~~Family Illness Leave hours will be frontloaded to an employee after the employee has worked one full day at the start of a new school year. If an employee exhausts their family leave and their employment ends with the District prior to earning the current year's family leave, the District will require the employee to reimburse the District for the time that was paid, but not earned.~~

7. Legal Leave

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

- a. If an employee must appear in court on their own case, the pay of a substitute shall be deducted from the individual's salary. However, no deduction shall be made from the salary of an employee for required appearances in court related to their employment, including acting as the mandatory reporter, or before any governmental body when such appearance is required by the District. This leave does not apply in cases where an employee is acting as a witness or has brought a claim against the District.
- b. ~~If an employee is called for jury duty, or is subpoenaed as a witness in a case in which they are neither plaintiff nor defendant, no salary deduction will be made. If an employee is called for jury duty, no salary deduction will be made.~~ The District may require verification of a jury summons to be provided by the employee.

8. Sabbatical Leave

- a. The District will grant sabbatical leave annually to a maximum of ~~ten (10)~~ five (5) FTE SKEA bargaining unit members who submit proposals that are consistent with the purpose of increasing the bargaining unit member's knowledge or developing skills related to their present position or for another educational position to which the teacher aspires.
- b. A committee of three teachers appointed by the president of the Salem Keizer Education Association and three administrators appointed by the employer shall review all proposals and make recommendations to the School Board. The Benefits Manager, or District appointed administrator, will facilitate this process but will not be a voting member of the committee, this includes ties.
- c. An application for a sabbatical leave shall be filed with the Benefits Manager not later than April 1 of the school year prior to the requested leave, and shall set forth the purposes for which the leave is requested and the procedures to be followed. The applicant shall be notified on or before the last workday of April on action taken upon their request.

- d. Provisions: A teacher who has completed seven years service in the District, the last four of which shall be consecutive, may apply for a sabbatical leave for one year. During said sabbatical leave the teacher shall be considered to be in the employ of the Board and shall be paid 3/4 of their annual salary, and shall receive normal fringe benefits other than sick leave accrual.
- e. Return from Leave: Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which they would have achieved had they remained actively employed in the system during the period of absence.
- f. A teacher requesting sabbatical leave for travel shall at the time of application, present the District with a complete itinerary and an analysis of the value of the trip for the purpose of teaching in the District. A detailed report of the travel shall be prepared and presented to the District at the conclusion of the leave.
- g. Teachers who have received the benefit of sabbatical leave and who do not remain as an employee of the District for at least one (1) year subsequent to such leave, may, at the option of the District, be required to reimburse the District for all salaries and benefits received during such leave. All reimbursement obligations will be considered void when a teacher completes two (2) years with the District subsequent to return from sabbatical leave.

9. Association Professional Development Leave

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

10. Military Leave

Military leave is available to all employees. Employees must request this leave directly through the Benefits and Leaves Department. The District will comply with state and federal law regarding both paid and unpaid military leaves.

11. Workers' Compensation Wait Period Benefit

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

B. Leaves of Absence Without Pay

1. Parental Leave Without Pay

- a. An employee shall be granted leave up to one (1) calendar year upon request for purposes of childbirth and for care of natural or adopted infant children subject to the following conditions:

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

2. **Additional Leaves of Absence Without Pay**

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

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

a. **Personal Leave Without Pay**

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

b. **Service Leave Without Pay**

- i. A contract employee shall be granted leave of absence for involuntary military service, for Peace Corps or AmeriCorps.
- ii. These employees shall be returned at the step on the salary schedule that they would have obtained had they not taken leave.

c. **Medical Leave Without Pay**

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

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

d. Career Development Leave

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

ARTICLE X 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. **Travel time shall be allocated as a minimum using the average time (including parking) between locations plus 10 minutes for building transition.**
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 Sections A.8, A.9, A.10, A.12, and A.13 below in this Article shall apply to the district’s management and use of time within an employee’s assigned workweek.
8. For Elementary PE Specialists, this table illustrates the maximum number of assigned classes achievable only if no other duties during the student instructional day have been assigned. **All classes are assumed to be for a single classroom of students; if a PE class is two (or more) classrooms of students, then it counts as two (or more) classes for the PE Specialist’s FTE maximums.** Additional assigned responsibilities during the student instructional day, outside of classes, will result in an employee having fewer assigned classes. PE class limits will be as follows:

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
10 hours/week	no more than 12 30-minute classes	0.25 FTE
For each additional class for an employee at 1.0 FTE, an additional 0.025 FTE shall be allocated.		

9. For Elementary Music Specialists (choir classes count in the 30-minute class counts) music class limits will be as follows **(the same rule for doubling classes for PE Specialists applies to Music Specialists):**

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

10 hours/week	no more than 10 30-minute classes	0.25 FTE
For each additional class for an employee at 1.0 FTE, an additional 0.025 FTE shall be allocated.		

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

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:

Hours/Week	Classes	FTE
40 hours/week	no more than 6 assigned periods	1.0 FTE
33.3 – 35.9 hours/week	no more than 5 assigned periods	0.833 - 0.898 FTE
26.6 – 33.2 hours/week	no more than 4 assigned periods	0.667 - 0.83 FTE
20 – 26.5 hours/week	no more than 3 assigned periods	0.5 - 0.65 FTE
13.3 – 19.9 hours/week	no more than 2 assigned periods	0.333 - 0.498 FTE
6.7 – 13.2 hours/week	no more than 1 assigned period	0.167 - 0.33 FTE
For each additional period for an employee at 1.0 FTE, an additional 0.167 FTE shall be allocated.		

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

Hours/Week	Classes	FTE
40 hours/week	no more than 5 assigned periods	1.0 FTE
32 – 35.9 hours/week	no more than 4 assigned periods	0.8 - 0.898 FTE
24 – 31.9 hours/week	no more than 3 assigned periods	0.6 - 0.798 FTE
16 – 23.9 hours/week	no more than 2 assigned periods	0.4 - 0.598 FTE
8 – 15.9 hours/week	no more than 1 assigned periods	0.2 - 0.398 FTE
For each additional period for an employee at 1.0 FTE, an additional 0.20 FTE shall be allocated.		

14. Instruction of advisory/homeroom will not be included as a class in the above schedules as long as it is for no more than one hour of total time per week **and includes no**

requirement for instructor planning or feedback on assignments or assessments.

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 one week or greater than one week, their FTE shall be calculated as illustrated above. For periods of one less than one week or less, compensation for such lost prep time is described in Section C of this Article.

B. Workweek and Workday

The normal workweek shall be Monday through Friday no more than 40 (forty) hours 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 40 (forty). If a worksite establishes an adjusted workweek schedule it must be designated at the beginning of the school year 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.

If mutually agreed to by an employee and supervisor, daily work schedules may vary on an individual basis.

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.

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:

The 12-hour days can include an instructional day for the first day, but the second day cannot be an instructional day.

The two 12-hour days can include grading time as outlined in Article XI.

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.

Employee preparation time shall be 90 minutes on 12-hour days.

Employees shall have a second 30-minute mealtime on 12-hour days.

No meetings or other required tasks other than those specified here will take place during 12-hour days.

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.

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.

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.

C. Employee Preparation Time

1. Employee preparation time is employee directed time to complete tasks related to their job responsibilities. 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 employee directed time or who does not receive their total allocation shall be compensated for their lost time as follows:
 - a. In the event an employee receives less than 30 (thirty) minutes preparation time the employee will be compensated for a full preparation period at their per diem hourly rate.
 - b. In the event an employee receives at least 30 (thirty) minutes preparation time the employee will be compensated for the lost time of their preparation period at their per diem hourly rate.
 - c. Employees who have 'sold their prep' for the duration of the term or on a non ad hoc basis will have their FTE and corresponding compensation adjusted as described in section A of this article.
 - d. If the employee's assignment is not addressed by a schedule in section A of this article, they will be paid their per diem hourly rate of pay for any preparation time sold.
3. School employees includes any employee assigned to work the majority of their workday in a school, including EDGE and other student-facing programs.
4. PRE-K: For student contact days, Pre-K full-time employees shall be provided no less than 60 (sixty) minutes each day free of other duties or responsibilities for utilization as preparation time. This time period shall be allocated in blocks of at least 30 (thirty) uninterrupted minutes.
5. ELEMENTARY: For student contact days, full-time elementary employees shall be provided no less than 300-390 minutes each workweek for five-day workweeks free of other duties or responsibilities for utilization as class preparation time. A minimum of 240-300 minutes shall be during student contact time. This time period shall be allocated in blocks of at least 30 (thirty) uninterrupted minutes. At least one such block shall be provided during each day during the period between the time when students are required to report to class for instruction in the morning and the time when students are dismissed from instruction in the afternoon.

6. MIDDLE SCHOOL: For student contact days, middle school employees shall have a minimum of one instructional period free of other duties or responsibilities for the purpose of preparation time. One block of middle school preparation time shall be 45 (forty-five) 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 (forty-eight) minutes or one full period, whichever is greater.
8. For middle and high school teachers on days when regular class time is reduced because of assemblies, half-day in-service, or grading time, an employee's prep time will be reduced proportionately to the reduction in each class period. **The minimum preparation time durations still apply.**
9. On days designated PSAT day or other alternate student schedule, and when the bell schedule is such that not every teacher has a preparation period during the student contact day, schools will designate a preparation period for teachers equivalent in length to a regular preparation period of the adjusted schedule and it must occur during the hours that would normally constitute the student contact day.
10. On days when the student schedule is adjusted for finals, all time that would be student contact time on a regular schedule shall be employee preparation time.
11. For professional development and in-service days, all school-based employees will receive a minimum 60 (sixty) minutes of preparation time instead of their regular workday allocation.
12. The District shall provide a portion of preparation time to an employee who is contracted as 0.50 FTE or more per week but less than full-time. The portion shall be prorated based on the ratio of the employee's scheduled workweek to the normal full-time workweek.
 - a. 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.
13. All Special Education **Resource** Teachers ~~(LRC)~~ and Speech Language Pathologists (SLP) shall have at least 180 minutes weekly (based on a five-day week), for educator directed case management work. **At the secondary level, an additional class period of preparation should be assigned to satisfy this provision.** This time will be prorated for weeks less than five days in length. This time will be assigned according to the provisions in Section 14 of this Article.
14. The following definitions distinguish between employees who have assigned and/or scheduled preparation time, and those who receive preparation time which is unscheduled.
 - a. Assigned and/or Scheduled Preparation Time: Employees who are assigned classes and who prepare for daily coursework that requires grading and the assigning of grades to students. (Note: this includes LRC teachers, SLPs, and Reading Specialists.)

- b. **Unscheduled Preparation Time:** Employees who support instruction and/or provide resources and services to students, but do not prepare daily coursework that requires grading and the assigning of grades to students.
15. Employees who receive unscheduled preparation time will use professional discretion when incorporating preparation time into their daily and weekly work schedule. This time will not be formally assigned or scheduled by the District. The employee should notify their supervisor of their preparation time **and this preparation time scheduling shall be discussed with the employee as part of their initial conference.** If the employee is required by the District to attend to a business need during preparation time, they must do so. The employee will be required to adjust their preparation time to accommodate the change. If there is no way to adjust their preparation time, due to the timing or nature of the District need, the employee will be compensated for their lost preparation time as described in this article.
16. In case of unforeseen emergencies such as inclement weather or other delays, employees will be compensated for the time of the delay and will not be required to make this time up later in the year. These hours will serve as compensation for any lost preparation time during that day. This language is only for partial day closure and not for any full-day closure.
17. The District will provide **extended contract days through mutual agreement between the employee and supervisor to complete their regularly assigned duties. This does not include additional staff/professional development. The following extended contract days should occur in August or June depending on the employees' needs:**

Media Teachers	5 Days
Teacher Leaders	2 Days
Special Education Case Managers	2 Days
Program Associates/Assistants	2 Days
School Counselors	4 Days

18. The District will provide up to a total of 180 days of substitute coverage for special education instructors who need assistance in completing special education documentation. Requests for assistance may be initiated by a staff member. The District will determine which requests will be approved.
19. When a licensed staff member is asked by an administrator to absorb **a portion of** students **from a classroom** due to the absence of another licensed staff member, they will be compensated \$83.50 for the day. This assignment will be at least two (2) hours a day at the elementary level or at least two (2) class periods at the secondary level.
20. **When an employee is directed to cover a classroom of students due to the absence of a teacher, they will be compensated with additional pay at their per diem rate for the time they cover the classroom. For employees with assigned or scheduled preparation time, compensation for coverage during this time is prescribed in 2 of this section. It is possible for this compensation to stack with the compensation in 19 above.**
21. 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.
22. **Elementary transition time will be allocated under the following conditions:**
- a. **For days when a specialist begins instruction at the student start time the specialist will not be assigned an AM duty at arrival.**
 - b. **If a specialist gives instruction up to the dismissal bell, that specialist will not be assigned a PM duty at dismissal.**

- c. Attached to the beginning or the end of the teacher's duty-free lunch each day, there will be a five (5) minute transition time.
 - d. If a primary (K-2) class is directly followed by an intermediate (3-5) class, or vice versa, there will be 10 (10) minutes provided between the end of the first and the beginning of the second class for transition. Transition time minutes shall not exceed 30 (thirty) minutes per person per day.
- 23 23. No employee shall be responsible for students for more than three continuous hours without the opportunity for a break to use the restroom or get water.

D. Coverage of Unfilled Positions

The compensation for coverage outlined below is intended to provide coverage for periods of one week or greater.

1. Licensed Staff Assigned (without case management):

If a licensed staff member is assigned to a position that has an assigned caseload but is not responsible for the case management, they will receive their regular salary but are not eligible for any associated differentials.

2. Licensed Staff Providing Case Management for Supplemental Caseloads:

If a licensed educator provides case management for a supplemental caseload but does not provide direct services, they will be compensated as follows:

- a. The individual will receive their regular compensation and applicable differentials for their primary assignment.
- b. Additionally, the individual will receive extra pay for the FTE associated with the additional work. This will include a minimum of 30% of the covered position's FTE and must include all of the case management and preparation time (or equivalent compensation) assigned to the position, if applicable. FTE will be decided upon by the appropriate District level administrator or their designee based on the additional caseload assigned to the licensed specialist.
- c. The individual will also receive a percentage of the associated differential dependent on the proportion of supplemental FTE assigned.

3. Licensed Staff Providing Direct Services and Case Management

- a. The licensed specialist will receive their regular compensation and applicable differentials for their primary position.
- b. In addition, the licensed specialist will receive compensation for the percentage of FTE (determined by the special education department) assigned to the supplemental caseload. They will also receive the applicable differential for the portion of the FTE assigned to the supplemental caseload.

E. 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.

F. Elementary Class Loads

1. For the life of the contract the District will provide \$6001,000,000 each year in an overload elementary classroom account.
2. 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 classroom teachers to students in a given classroom at a given grade level band (K-2 and 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.
3. ~~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. The student portion of the ratio shall be calculated by June 30 of a given year for the following year using a school's ADMw/ADM multiplied by the number of students in the classroom. Each school's most recently confirmed ADMw and the corresponding ADM from that date will be used. (Example: a school's ADMw is 657 and the number of students at the school is 450; for a classroom with 25 students the number for the class ratio will be $657/450 \times 25 = 36.5$. District avg is $1.3 \times 25 = 32.5$)~~
4. ADMw is defined by ORS 327.013.

G. Ratios ~~Publication and Data Exchange~~

The District target ratios are as follows by grade level (at the time of this proposal the District ADMw/ADM was 1.3, each school will have a unique ADMw/ADM ratio based on the most recently published student data):

Grade Level	ADMw/ADM adjusted student count
Kinder	25
First/Second	29
Third/Fourth/Fifth	32

For blended classrooms, the lower number shall be used for the ratio. Blended classrooms shall receive 1.5 times the Instructional Assistant support time compared to their same level peers.

Grade Level	ADMw/ADM adjusted student count total
6-period day Secondary	195
A/B Block Secondary	234
Quarter system Secondary	100
Other Schedule	Must be bargained

These ratios do not apply to secondary music. Secondary PE classes have a ratio that is 25% higher than the ratio applied for the rest of the school.

~~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~~:

- e. Principals will share projected enrollment and tentative staffing assignments with their school staff between May 15th and June 1st.
- f. After June 1st, a committee at each school or program will meet to review ratios for the following school year. The committee will be comprised of at least three (3) members of the licensed staff, one (1) Association representative, and the principal. The committee will review individual classrooms against published ratio targets within the context of school-level ratios. If a school's ratio is more than 1.5 students over the recommended levels, additional teacher FTE shall be added to the school until the ratio is within 1.5 students of the recommended levels. Based on this review, the committee will recommend a course of action to the principal to address ratio concerns. Recommendations could include:

- ~~i. Submitting a request to add teacher FTE~~ 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. Reassign grade levels or blend classrooms~~ 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 ~~earlier~~.

2. Fall Committee Elementary

~~(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 classroom, 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.

3. Secondary Class Ratio

- a. The parties agree to establish an ad hoc Class Ratio Committee to review problems arising from a class load over the ratio.
- b. The committee shall be composed of the Superintendent or their designee, the SKEA President or their designee, an administrator and at least two classroom teachers from the affected building.
- c. The committee shall be convened within ten (10) working days from the beginning of the term (trimester or semester).
- d. The task of the committee will be to meet and explore options relating to the situation. Options in preferential order include, but are not limited to:
 - i. Split class into two sections/classes
 - ii. Re/assignment of classified staff to help in the affected classroom
 - iii. Payment of an additional stipend to the teacher retroactive to the beginning of the affected term
 - iv. Any relief that is mutually agreeable between the educator(s) and the district
- e. A report concerning the findings and recommendations of the committee shall be filed within twenty (20) days with the Superintendent and SKEA.
- f. The decision of the Committee will be final and binding on the parties.

H. 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.

I. Peer Assistance

1. Participation in peer assistance is voluntary. Both the 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 (e.g. release time, etc.) prior to implementation of the assistance plan.
 2. The 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.
 - b. Observations conducted by IMs (or equivalent) peers are voluntary; whether they are part of formal Peer Assistance or not.
 3. The District will offer peer assistance, which may include learning walks and peer-to-peer classroom visits, when reasonable and practicable to any employee, and specifically the District will offer peer assistance to an 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.~~
 4. ~~The 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.~~
 - b. ~~Observations conducted by IMs (or equivalent) are voluntary; whether they are part of formal Peer Assistance or not.~~
 3. ~~Participation in peer assistance is voluntary. Both the 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 (e.g. release time, etc.) prior to implementation of the assistance plan.~~
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.

J. **Speech Language Pathologists (SLPs)**

Each Speech-Language Pathologist (SLP) who meets with students or handles confidential paperwork, shall be provided a dedicated, confidential workspace that meets the requirements of their position.

The designated workspace must:

1. Be a private, confidential area suitable for conducting student meetings and managing sensitive information.
2. Accommodate the provider, necessary furniture, supplies, and at least three students comfortably.
3. Not be shared with other staff unless explicitly agreed upon by the provider.

National professional standards, such as ASHA guidelines for SLPs, shall serve as a reference for determining workspace appropriateness.

K. **Special Education and Specialists Caseloads**

1. Caseload refers to the total number of students for whom a special educator or related service provider is responsible, encompassing those with Individualized Education Programs (IEPs), Individualized Family Service Plans (IFSPs), and 504 plans. This includes:

- a. Students receiving direct or indirect Specially Designed Instruction (SDI) or related services, whether in general education, pull-out settings, or specialized programs.
 - b. Students requiring documentation, progress monitoring, or pre-referral support as part of the educator's or provider's professional responsibilities (e.g., during the pre-planning stage of initial evaluations).
 - c. Students supported through multi-tiered systems of support (MTSS), such as Response to Intervention (RTI), when intervention is intended to address or prevent challenges related to disabilities.
 - d. Students for whom related service providers, such as nurses, school psychologists, physical therapists, or speech-language pathologists, deliver required services as outlined in IEPs, IFSPs, or 504 plans.
2. The below table shows different positions and their assigned FTE as it relates to their assigned caseload. Any position that exceeds the caseload cap, requires additional FTE to be assigned in increments of .5 FTE as illustrated in the table (the two columns on the right are for .5 FTE positions). Minimum SPIA2 supports are per 1.0 FTE for the specified positions. Other positions in the table should also receive support from appropriate classified personnel.

Position	FTE	Caseload Cap	Minimum SPIA2 Support	FTE	Caseload Cap
Self-Contained	1.0	18	4.0 FTE	.5	9
Self-Contained Mod./Severe	1.0	10	5.0 FTE	.5	5
SpEd teacher Elem (LRC)	1.0	32	2.0 FTE	.5	16
SpEd teacher Sec. (LRC)	1.0	40	2.0 FTE	.5	20
Nurse (general population)	1.0	1500		.5	750
Nurse (intensive needs population)	1.0	250		.5	125
Counselor	1.0	400		.5	200
School Psych	1.0	1000		.5	500
SLP	1.0	40		.5	20
Autism	1.0	27		.5	14
OT/PT	1.0	40		.5	20

3. SLP Workload Group
- a. The purpose of the workload group is to monitor SLP caseload numbers as they fluctuate throughout the year to recommend targeted resources for the SLPs with the greatest need for supports.
 - b. SLP workload group will meet at least four times per year.
 - c. Workload group will include: SLP program associate, one District coordinator, one SLP from each feeder system (selected by the SKEA President), and the SKEA President or designee.
 - d. Twice annually the Workload group survey each SLP serving students in the district to report on caseload numbers, caseload management, consult only, bilingual, AAC, as well as other items crucial to establishing workload weight.
 - e. If an SLP is identified as having a caseload spike or other reason why they might need support, they will be contacted by the workload group to obtain information regarding their spike in caseload etc and to determine the best way to provide help as needed by the SLP. This help could include, but is not limited to:
 - i. Temporary assignment of SLP time, for an SLP with a smaller caseload.
 - ii. SLPA time assigned.
 - iii. Additional days for case management time.
 - iv. Additional compensated hours.
 - v. Other mutually agreed upon solutions.
4. Social Worker Workload Group

- a. The purpose of the workload group is to monitor Social Worker caseload numbers as they fluctuate throughout the year to recommend targeted resources for the Social Workers with the greatest need for supports.
- b. Social Worker workload group will meet at least four times per year.
- c. Workload group will include: one District coordinator, three social workers (selected by the SKEA President), and the SKEA President or designee.
- d. Twice annually the Workload group survey each Social Worker for items crucial to establishing workload weight.
- e. If a Social Worker is identified as having a caseload spike or other reason why they might need support, they will be contacted by the workload group to obtain information regarding their spike in caseload etc and to determine the best way to provide help as needed by the Social Worker.

NEW C. Contract Time outside of the student contact day

1. The contract time before student contact time on Wednesdays (or other late start days if the District chooses to move the late start day) shall be calendared to allow for roughly half of the dates to be educator directed time and roughly half to be District/supervisor directed time. Strategic placement of educator directed days close to grading days and after major breaks will be prioritized.
2. For the 2025-2026 and 2026-2027 school years, educator and District/supervisor directed meeting dates and requirements as follows for all contract time before student contact time on Wednesdays:

Month	Educator Directed	District/Supervisor Directed
September 2025	3 and 17	10 and 24
October 2025	1 and 15	8 and 29
November 2025	12	5 and 19
December 2025	3 and 17	10
January 2026	14 and 28	7 and 21
February 2026	11 and 25	4 and 18
March 2026	11	4 and 18
April 2026	1, 15, and 29	8 and 22
May 2026	13 and 27	6 and 20
June 2026	10	3
September 2026	9 and 23	16 and 30
October 2026	7 and 21	14 and 28
November 2026	11	4 and 18
December 2026	2 and 16	9
January 2027	13 and 27	6 and 20
February 2027	10 and 24	3 and 17
March 2027	10 and 31	3 and 17
April 2027	14 and 28	7 and 21
May 2027	12 and 26	5 and 19
June 2027	9	2

3. 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.
4. No more than one (1) additional time before or after student contact time each week may be administrator directed time. This does not include teacher leadership team meetings.
5. Exceptions:

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

ARTICLE XI WORK DATES AND HOLIDAYS

A. Contract Year

The teacher contract year and the normal year for specialists and therapists shall not exceed 1920 days, including eight thirteen in-service days, and 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 194192 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 ~~or no more than five (5) weekdays after student contact days.~~ (NOTE: The overall impact of this proposal is an increase to the salary schedule of 2.6%.)

If ~~any of the following are observed on a workday, employees will have the day off as an unpaid holiday: Juneteenth, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day (observed), New Year's Day (observed), and Memorial Day is observed on a workday,~~ employees will have the day off as an unpaid holiday.

B. In-service Days

1. Employees will be granted at least the equivalent of one and one half (1 ½) days without required meetings, provided in a minimum of half day increments, during the in-service days prior to the start of the school year. The one and one-half days granted to employees shall be employee directed and may be used to complete their annual mandatory training.
2. ~~Employees will have one (1) full day immediately after Winter break, one (1) full day immediately after Spring break, one (1) full day immediately after the conclusion of first trimester, one (1) full day immediately after the conclusion of first semester, and one (1) full day the day immediately after the progress grading day in the middle of the third trimester as employee directed time. The District may use no more than two (2) hours for required meetings on these days.~~

C. Professional/Staff Development

1. Professional Development (PD) is time designated for employees to receive training and development appropriate for their position, program, or school.
2. If a full-time employee is required to attend PD for a full day, the employee shall have 60 (sixty) 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 employees at secondary school sites, the last day of the term shall be designated as a grading day. Every progress reporting period one half-day shall be reserved for grading.
2. For 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 designated as grading days. One day shall be reserved for grading coinciding with the first and second trimesters at the middle schools. Employees required to issue student grades may only be required to attend emergency or IEP meetings on the four (4) days prior to the grading day. This does not include the four (4) days prior to the final grading day of the year.
3. Grading days for elementary and secondary personnel shall be noted on the adopted school calendar.

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.

1. Inclement Weather Days

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

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 (2) weeks following the school year or the two (2) weeks prior to the start of the school year 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. ~~All trainings outside of the contract year are optional at the employee's discretion. 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 issue student grades/progress reports, work directly with students, or

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serve on IEP teams will participate in Parent/Teacher Conferences. All other employees may have different expectations during Parent/Teacher Conference Days.

2. No required collaboration time, trainings, or meetings (except IEPs or emergency meetings) will take place on these days.
3. For specific situations where the employees who issue grades/progress reports and the District mutually agree on the need of a meeting or training during conferences, the licensed staff member will be compensated hourly, based on their per diem rate.

(New) XII Athletic Trainers (*NOTE: The subsequent sections would be renumbered.*)

- A. All time worked by an Athletic Trainer, excluding time worked on holidays, and up to the number of hours which would be worked determined by the employee's FTE, will be considered as contracted regular work time.
- B. Athletic Trainers will be on the same contract year as other licensed staff as defined in Article XI. Athletic Trainers' work calendar will start the first day of the OSAA calendar each school year.
- C. Athletic Trainers will be on the same calendar as licensed employees with significant adjustments through the use of flex time. It is possible, and even expected, that this will mean that an Athletic Trainer will use multiple days of flex time earned to fulfill their calendar year.
- D. All time worked may be applied to the Athletic Trainers time for the contract year. It is possible that an Athletic Trainer works more calendar days than the contract year due to additional time worked in August or other times and may work weeks in the spring of less than 40 hours. The Athletic Trainer will use flex time to achieve a balance equivalent to 192 (8 hour) days worked.
- E. Once an Athletic Trainer's days are satisfied, any additional time worked, with their supervisor's approval, will be additional earnings as described in Article IV.
- F. Athletic trainers who work (with supervisor approval) on contractual holidays, Martin Luther King Jr. Day, Presidents' Day, or inclement weather days will receive additional pay, based on their per diem, for their actual hours worked. Any time worked with additional pay on these days will not be counted as part of the 192 contract days. The section of Article IV, Extended workday/year, still applies.
- G. In the event of an inclement weather day(s), Athletic Trainers will have the day(s) count as a day(s) of work. If a make-up day(s) is(are) scheduled for an inclement weather day(s), Athletic Trainers will be expected to account for the additional make up day(s). This can be achieved through the use of flex time (e.g. using the inclement weather day time earned) or working the additional day(s).
- H. Athletic Trainers are expected to work athletic contests during breaks as possible.
- I. The District will make efforts to schedule athletic contests so there are minimal conflicts in order to allow Athletic Trainers to provide support to every sport.
- J. Input from Athletic Trainers regarding potential athletic scheduling conflicts will be solicited in advance when reviewing the upcoming year's contest schedules.
- K. The capacity of the Athletic Trainers is only for OSAA sponsored high school athletics for which they are assigned and visiting teams as applicable. Athletic Trainers may attend to emergency medical situations (on District campuses) outside OSAA sponsored high school athletics, if needed. Emergency medical situations include major medical trauma events where the Athletic Trainer happens to be present on campus; they are not those situations that would normally be addressed by the school nurse or other District staff.
- L. Athletic trainers who work less than 1.0 FTE shall have the same benefits and provisions in this Agreement at a pro-rated amount.

- M. The normal workday and workweek standards in Article XI still apply to Athletic Trainers. Due to the nature of the position more days will include flex time being earned or flex time being taken than any other position.
- N. If at the conclusion of the OSAA calendar year an Athletic Trainer has not fulfilled their total hours, equivalent to 192 days, or if inclement weather days are made up by the District (on non-contest days), Athletic Directors may assign duties related to athletics in order for the employee to meet the remainder of their contract.

ARTICLE XIII EMPLOYEE EVALUATION AND RECORDS

A. Employee Evaluation

1. The purpose of the evaluation is to aid licensed employees in making continuing professional growth and to determine the licensed employees' performance of their responsibilities.
2. The teacher and various specialist evaluation rubric forms identified in the District's Licensed Educator Growth, Evaluation and Development System (LEGENDS) shall be used in accordance with ORS 342.850 for the evaluation of teachers and other licensed employees. Evaluation of performance shall be by observation except for evaluative statements based on documented professional malfeasance.
 - a. Changes to the evaluation system shall be presented to the Evaluation Committee, listed in Article I of this agreement in its advisory capacity for review.
 - b. District will provide administrators with annual evaluation timelines and make available to administrators who perform licensed employee evaluations annual training on the evaluation process.
 - c. Any employee being considered for non-renewal or non-extension of their contract may ask to meet with Human Resources to discuss their observation and request observation and evaluative feedback from an administrator who is not their current supervisor.
 - d. If an employee is not satisfied with the process of their evaluation at their interim conference or later in the year, the Association may bring the concern to Labor Management for discussion.

B. Program of Assistance for Improvement

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

C. Personnel Files

1. The official personnel file of each employee is confidential. Electronic and/or physical copies of an employee's official personnel file shall be maintained by the District Human Resources office. Materials in an unofficial site-based file(s) for an employee can remain as long as the site-based administrator and employee remain at the same site, then materials will be sent to Human Resources for processing.
2. No material derogatory to an employee's conduct, service, character, or personality will be placed in the employee's personnel file unless an investigation has been conducted and has determined the veracity of the material to be filed. The employee will have the right to respond to any derogatory material before any decision is made to place it in their file, and the right to review the material before it is placed in their personnel file.
3. The employee will acknowledge that they have had the opportunity to review and respond to the material by affixing their signature to the copy of the material to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee also will have the right to submit a written answer to the material and their answer will be attached to the file copy.

4. If an employee has reviewed the document, but refuses to sign the document, the supervisor may write the date and time the document was presented to the employee and that the employee refused to sign the document. If a signed copy is submitted, it will replace the unsigned notated copy in the personnel file.
5. An employee may desire to consult with the District with respect to what materials should be retained in their file. If an employee desires, they may have an Association representative present.
6. An employee may have access to review a paper or an electronic copy of their file during regular District office hours. An employee may be excused from regular duty for this purpose at the discretion of the supervisor. If the employee desires, they may have an Association representative present.

C. Complaints

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

D. Complaints by Employees

1. Employees who wish to process complaints not covered by this Agreement may use the District's Employee Complaint policies, processes and work instructions: HUM-A038, HUM-P024, HUM-A029, HUM-P012, HUM-A036, HUM-P020, HUM-A018, HUM-P021, ADM-A012, and ADM-P010. The District shall send the Association notice if changes are made to the policies listed in this section.

ARTICLE XIV LAYOFF AND RECALL

A. Reductions in Staff

1. The District shall determine when reductions in force are necessary and which program areas shall be affected. If the District determines that a reduction in force is necessary, it will comply with ORS 342.934, and notify the Association within five (5) contract days. Such notice will be in writing and will indicate the programs which may be affected. The District's overall instructional program will be given priority consideration. Teachers shall be considered for retention on the basis of related experience and education. When two or more teachers are considered equally qualified for retention, seniority within the District shall be the determining factor.
2. To comply with ORS 342.934 (1)(b) "Cultural or linguistic expertise" will be based on a teacher's ability to speak an "in-district language". "In-district language" shall be defined as a heritage language or language other than English that is spoken at five (5) percent or more of the homes of the students enrolled in the schools of the school district. The teacher's ability to speak an "in-district language" shall be based on certification or District assessment using the same measurements as used in determining if an employee could qualify for a bilingual differential.
3. In the event the District determines the need for a reduction in its specialist or therapist personnel, the same contract criteria and procedures applicable to teachers shall be applied except that the layoffs shall be by job classification.
4. Seniority shall be defined as the employee's total length of service since the last date of hire. Any teacher who is to be laid off will be so notified in writing as soon as practicably possible. Such notice will include the proposed time schedule and the reasons for the proposed action.
5. The District will compile and transmit to SKEA no later than January 15 of each school year a list of unit members in order of their months of continuous, creditable service to the District.
6. A probationary or contract teacher who loses their position because of budget cuts will be laid off in accordance with Article ~~XIII~~XIV of this Agreement.
7. An employee who has been laid off will receive the contractual insurance contribution for three (3) months or until the employee becomes insured under a subsequent employer, whichever comes first. If the employee is laid off following the completion of a contract year, their three (3) months of insurance shall end as of September 30th.
8. Any laid off employee will be given the option of being placed on the day to day substitute list and will receive preferential treatment as a day to day substitute as long as they remain on the recall list.

B. Recall

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

1. An employee desiring notice of recall shall notify the District in writing within 30 (thirty) days following notice of layoff. Such notice by the employee shall include the employee's address for such purpose. Failure to provide timely notice of a desire for notice of recall or to keep current address in file shall constitute waiver of notice of recall. In the event of a recall, the District shall notify an employee who has expressed a

desire to return to the District of the recall by certified mail, return receipt, sent to the last address given by the employee to the District.

2. An employee will have 16 (sixteen) calendar days from the mailing of such notice to notify the District in writing of their intent to return within 45 (forty-five) calendar days of the date of such notice from the District. Failure of the employee to so respond within the time herein specified shall terminate such employee's right to recall, except that where a laid off employee is employed by another Oregon district at the time of recall and that District is not willing to release that employee within the 45 (forty-five) days allowed for return, then the period for return shall be extended to allow the employee sufficient time to comply with the statutory requirements for notice of resignation.
3. No new teacher will be hired into the District until each teacher on the recall list deemed qualified by the District has had an opportunity to accept or refuse the position. Likewise, no therapist or specialist will be hired into the District until each specialist or therapist on the recall list deemed qualified by the District has had an opportunity to accept or refuse the position.
4. In connection with the layoff and recall process, the Association representative will be furnished upon request accurate, complete, and current information about the layoff, rehiring, transfer, and assignment process.

ARTICLE XVI STUDENTS

A. Evaluation of Students

1. The employee shall be responsible for determining grades and other evaluations of students, based upon the employee's professional judgement of available criteria pertinent to any given subject area or activity for which the employee is responsible. Secondary employees may be required to provide a syllabus with grading policies to a supervisor for approval prior to the beginning of a term. Efforts will be made to provide consistency throughout departments and schools. Make-up work policies should be included in these policies. Grading policies for individual employees must comply with District Policy.
2. The grade repair process encompasses situations where an original teacher of record changes a previously transcribed grade. Working with students through the grade repair process is a voluntary process for teachers. Teachers will determine the viability of this process on a case-by-case basis. Teachers will be in communication with their supervisors regarding any supports for this process, including additional time requirements.
3. The grade replacement process encompasses situations where a student's transcript has a repeated course grade; the original grade is replaced with a NG, and a teacher other than the original teacher of record assigns a new grade. Teachers working with students through the grade replacement process will have time provided during the workday or be compensated at their hourly rate of pay for time outside of the workday. Proficiency/standards-based credit attainment methods and micro-crediting may be used during this process at the discretion of the educator.

B. Grade Appeal Process

1. No grade or evaluation shall be changed, excluding grade repair or grade replacement as described in Sections A.2 and A.3 of this Article, without prior permission from the teacher in accordance with the procedure below.
2. If the teacher and the building principal do not agree on the change of a student's grade or other evaluation, the issue will be resolved by the Superintendent or central administrative designee who shall consult with the parties prior to rendering a final decision, except when such consultation is not practicable because the parties cannot be contacted.
3. The District shall provide the teacher with timely, written notification of any District action taken on a grade change appeal. No grade change shall be made until the appeal process, if any, has ended.

C. District Disciplinary Procedures/Student Behavior Handbook

1. Changes in the District student discipline procedures/student behavior handbook or discipline protocols will be reviewed in the Joint Behavior Committee.
2. The 24J School Board will notify the Association in advance of the Board meeting when any changes in student discipline policy or procedure are to be considered.

D. School Disciplinary Procedures/Student Behavior Handbook

1. Student disciplinary procedures shall exist for each school in the District. Any modification of the student disciplinary procedure must be made by the staff committee

on student discipline and will be reviewed with the employees prior to implementation.

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

E. Behavior Plans

1. All employees as defined in Article I, Section A, directly involved in the education of a student who has a behavior plan or behavioral management component on an IEP or 504 Plan, shall be informed by the site administration within five (5) days upon receipt of said knowledge by the site administration.
2. Employees directly involved in the instruction of a student who has a safety plan or behavior plan, that is not addressed in the IEP or 504 notification process, shall be provided a copy of the safety or behavior plan by the site administrator.

3. For students with an IEP (including those in process or otherwise considered covered by Child Find Law) or 504 plan, instances of student behavior that results in an unsafe environment for students or staff may require a meeting as determined by the case manager or administrator after consultation from the team supporting the student.
4. For students outside the special education process, in cases where the intensity, frequency, and/or duration of student behavior jeopardizes the safety of staff or students, a collaborative approach will be taken to address this situation. The concern will be brought to the school team that meets to discuss student behavior and, in collaboration with those knowledgeable of the student and staff knowledgeable of the incident(s), they will consider the need for interventions or adjustments to promote a safe environment including a behavior plan if the student does not currently have one. The student's classroom teacher or teachers will be invited to the team meeting, and the following people may be invited to attend the meeting: employee(s) knowledgeable about the student, administrator, behavior team member, and parent/guardian.

ARTICLE XXI SAFETY AND MEDICAL PROCEDURES

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

A. Protective Equipment

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

B. Emergency Contact During the School Day

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

C. Physical Examinations

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

D. Medical Procedures

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

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

E. Employee Injuries

In the event of an employee injury, the following shall apply:

1. If a teacher is responsible for a group of students, coverage for their class will be provided so they may attend to any injury, have time to regroup, fill out an employee injury report, address student needs, and either return to class or take leave as needed.
2. A minimum 15-minute break will be provided to an impacted employee and they can request additional time as needed. An injury is determined to have occurred by the impacted employee or a medical professional and may have physical and/or emotional impacts.
3. Before an employee is expected to return to work with students who may be exhibiting challenging behaviors, the supervisor will ensure that the environment is safe.
4. All injuries need to be entered into the injury reporting system.
 - a. The injury reporting system will provide a space for the employee to enter a student identification number if the injury was student caused.
 - b. Supervisors will check in with the employee at the end of the day.
 - c. Supervisors will check in with the employee the following day to see how things are going, how they are feeling, and if they need additional supports.
5. If the injury is student caused, the supervisor will take the following steps:
 - a. Temporarily remove the student from the classroom to ensure de-escalation has occurred unless behavior intervention plan protocols can be implemented to de-escalate without removing the student.
 - b. Ensure the student is safe following Mandt, Ukeru, Zones of Regulation, or appropriate behavior support protocol or process.
 - c. Provide behavioral supports for student that may include:
 - Contact family to notify of incident
 - Follow student discipline policies and procedures including considerations to IEP or any other specialized services

- Review the IEP/504 and refer to the IEP team if applicable
 - Review or create a behavior plan if needed to prevent further similar situations.
- d. If the student has de-escalated and there are not disciplinary consequences, the student may return to class once reparations have been made (if applicable) accompanied by written communication to the teacher.
- e. For students with disabilities, the IEP team must be convened if multiple removals cause loss of instructional time that could constitute a denial of FAPE.

ARTICLE XXII AGREEMENT

A. Compliance Between Individual Contract and Master Agreement

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

B. Negotiation of a Successor Agreement

Subsequent to ~~March 25~~July 1, 2025, 2024, and prior to the expiration of this Agreement, either party may file written notice with the other of its desire to amend, modify, or terminate this contract. Such notice shall include the substances of such modification sought. The specific written language to implement such modification shall be presented no later than January 15, ~~2025~~2027.

C. Duration of Agreement

1. This Agreement shall be effective upon ratification except those provisions of the contract which have been assigned other effective dates and shall continue in effect until June 30, ~~2025~~2027.
2. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

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

