

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. **The Association shall be allowed up to 25 additional days, for a total of 90 days of leave per bargaining year.** 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

- e. 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 ~~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 services and Family~~ 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.
 - 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 VIII LEAVES

A. Family Member

For purposes of Article VIII, "family member" shall be defined as that provided for in ORS 659A.150:

"(4) "Family member" means:

- (a) The spouse of a covered individual;
- (b) A child of a covered individual or the child's spouse or domestic partner;
- (c) A parent of a covered individual or the parent's spouse or domestic partner;
- (d) A sibling or stepsibling of a covered individual or the sibling's or stepsibling's spouse or domestic partner;
- (e) A grandparent of a covered individual or the grandparent's spouse or domestic partner;
- (f) A grandchild of a covered individual or the grandchild's spouse or domestic partner;
- (g) The domestic partner of a covered individual; or
- (h) Any individual related by blood or affinity whose close association with a covered individual is the equivalent of a family relationship."

B. 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, 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, 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:
 - i. The leave will not be used to seek or accept employment elsewhere unless the employee has been non-renewed or non-extended.
 - ii. The leave will not be used for personal illness unless all accumulated sick leave days have been exhausted.
 - iii. 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.

5. 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.
- vii. 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 family 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. 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.

C. 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 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 IX SICK LEAVE BANK

- A. The purpose of the sick leave bank shall be to extend additional sick leave days to bargaining unit members should an illness or injury as described below in Section C of this Article exhaust the employee's accumulated sick leave.

- B. Each employee may contribute an initial one-half (1/2) day of their accumulated sick leave to a common bank.
 - 1. New employees become eligible to participate in the sick leave bank within 30 (thirty) calendar days of the initial hire date within a given school year.
 - 2. Current employees who have not participated previously shall be permitted to enroll not later than October 31 of any year with an effective eligibility date of November 1 of that year.
 - 3. Enrollment in the bank will continue each year unless rescinded, in writing, by the employee or employment with the District is terminated. An annual reminder of enrollment will be posted on the District website for employees, on or before October 1 Employees will be able to view their enrollment status through a District portal within 90 (ninety) days of enrollment.
 - 4. Further yearly contributions to be made on or before October 31 of any year shall be limited to the number of days necessary to bring the bank to a level of one (1) day per member of the bank. Such contributions are irrevocable.
 - 5. Only employees who have contributed days to the bank may apply for days from the bank.
 - 6. Participation in the bank shall be voluntary.
 - 7. Previously donated days shall remain in the bank.

- C. Upon depleting accumulated sick leave and after obtaining a healthcare provider's statement certifying a life-threatening or debilitating physical **or mental** illness or injury preventing the member from performing the duties of their job for more than 10 (ten) workdays, a member may request days from the bank.
 - 1. A committee composed of three (3) members appointed by the District and three (3) members appointed by the president of the Association will meet once a month to review employee requests.
 - 2. The committee may grant the request if (1) District records show that the member has exhausted their accumulated sick leave; (2) the member is not eligible for lost time compensation under Worker's Compensation or under PERS disability, or under the District's long-term disability insurance; (3) the member is a contributing member to the sick leave bank; (4) the member has experienced a life-threatening or debilitating physical illness or injury that has prevented them from performing their job requirements for more than 10 (ten) days and a healthcare provider has certified in writing this illness or injury; and (5) there are sufficient days in the sick

leave bank to cover the request.

- D. A person designated by the District, will collect and disseminate information to the Sick Leave Bank Committee at their regularly scheduled meetings.
1. Information will be presented in a confidential manner which does not disclose the name or workplace of the applicant.
 2. The Committee will make all decisions regarding the granting of sick bank leave.
 3. Leave may be granted for full or partial amount of days requested, up to the 50 (fifty) day limit.
 4. In determining if a request is approved or denied, the Committee may take into consideration the number of hours previously approved from the sick bank to the employee.
- E. If the request is denied, the member shall be informed in writing as to the reason for denial. The actions of the Committee shall not be subject to any further appeal through the grievance procedure or otherwise.
- F. If the request is approved, the Committee shall notify the District office, and subsequent days of absence due to the illness or injury, including the first 10 (ten) days of the illness or injury, if the employee's accumulated sick leave was not available for those days, will be charged to the bank until further notice. However, in no case will more than a total of 50 (fifty) days of sick leave from the sick leave bank be approved per individual member in any one school year.
- G. The District shall keep accurate records of leave accumulated by the bank and of sick leave used by the bank, which shall not be greater than an aggregate of one (1) hour per FTE in the bargaining unit as of October 31 per school year. These records shall be available at all times for review by the Committee members and by the Association. Annually the District shall notify the Association in writing of the accumulated days and days charged to the bank that year.

ARTICLE XI WORK DATES AND HOLIDAYS

A. Contract Year

The teacher contract year and the normal year for specialists and therapists shall not exceed 192 days, including eight in-service days, and 177 classroom days for 2025-2026 and ten in-service days and 175 classroom days for 2026-2027, six holidays (Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day (observed), New Year's Day (observed), and Memorial Day), and one District granted holiday (Christmas Eve (observed)). Employees new to the District may be required to report to the District two (2) days prior to returning teachers, for a total of 194 days. All contract days, excluding extended contract days and additional days for new employees, shall occur no more than five (5) weekdays (excluding holidays) prior to the start of student contact days.

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

B. In-service Days

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. ~~Beginning with the 2026-2027 school year, 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 serve on IEP teams will participate in Parent/Teacher Conferences. All other employees may have different expectations during Parent/Teacher Conference Days.
2. No required collaboration time, trainings, or meetings (except IEPs or emergency meetings) will take place on these days.
3. For specific situations where the employees who issue grades/progress reports and the District mutually agree on the need of a meeting or training during conferences, the licensed staff member will be compensated hourly, based on their per diem rate.

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

2. 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.
3. 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. The District and the Association recognize the importance of a teacher's cultural or linguistic expertise. The District will apply the cultural and linguistic factors provided for in ORS 342.934 when decisions are made during reductions in force.~~
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 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 XVII NONDISCRIMINATION

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

Housekeeping Edits

1. Cover: remove hyphen in SKEA title
2. Art I (A)(1)(a): add athletic trainers
3. Art II (B)(4): add comma after “maintenance.”
4. Art III (A)(4): Remove colon after title.
5. Art IV (C)(5)(b): Change “Senior High” to “High School.”
6. Art IV (C)(6): Subsections (a) and (b) of (6) should be their own sections (7) and (8).
7. Art V (B)(3)(g): Delete Salem Keizer Education Foundation unless such an organization exists.
8. Art VII (A)(1): The following language appears confusing and unnecessary and may be deleted.

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.

9. Art IX (C)(2): Mental illness was inadvertently omitted as a qualifying condition for the sick leave bank. The opening paragraph and (C)(2)(4) should refer to physical or mental illness or injury. SKEA is agreeable to this, but believes it should be agreed to in a different format as this is substantive.

Also, (C)(2)(2) is unnecessary and can be eliminated in its entirety.

10. — Art X (E) and (F): It appears after the last bargaining, (F) was mistakenly designated as its own section and should have been subsection (E)(4) as it relates only to elementary.

11. Art IX (B)(3): Add period after October 1.
12. Art X (B)(4)(b): Change reference to Art X to Art XI (D).
13. Art XIV (A)(5): Change “Article VIII” to “...this Article.”
14. Art XVII: add “gender identity.” SKEA is agreeable to this, but believes it should be agreed to in a different format as this is substantive.