

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 ~~6.25~~ ~~5.75~~ 3.75% in fiscal year ~~2023~~~~2025~~-~~2024~~~~2026~~, effective January 1, 2024 and ~~3.5~~ ~~4.75~~ 3.5% in fiscal year ~~2024~~~~2026~~-~~2025~~~~2027~~.
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 ~~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 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/worksite leadership teams. Delivery of professional development is not a required job duty for teacher leaders, but may be conducted by the teacher leader at their discretion. at their per diem pay. 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 special education instructors, nurses and speech/language pathologists shall receive a differential of 10—9.4 9.6 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.

G. ~~Program Assistant/Program Associate Differential~~

1. ~~Most of the work of Program Assistants and Program Associates (PAs) should be accomplished within the contracted workweek. PAs are eligible for compensation in addition to the differential without prior approval when work is required beyond regular workday/workweek under the following conditions:~~
 - a. ~~Weekend work is always eligible.~~
 - b. ~~Any hours beyond 10 on a given 8-hour workday.~~
 - c. ~~Any hours beyond 44 for a given workweek.~~
 - d. ~~All hours on non-contract days.~~

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

4. ~~Effective January 1, 2024, classroomClassroom~~ teachers who are assigned to work as a teacher in a bilingual setting in which the second language is a requirement of daily instructional delivery shall receive a differential of 8% per year based on the rate of MA+0, step 4. This does not include world language teachers. The differential will be pro-rated to match the teacher's bilingual or dual language-assigned FTE. For employees whose FTE is less than 0.50 in their Dual Language role, they will receive a 4% differential. ~~(NOTE: SKEA will drop its grievance over this provision, contingent on paying all impacted members of the grievance the full 4% dual language differential, as of April 2023).~~

H.I. Bilingual Differential for All Other Positions

1. Employees may qualify for a language differential of four percent (4%) per year based on the rate of MA+0 hours, Step 4 if all of the following requirements are met:
 - a. The employee demonstrates proficiency in a second language other than English, based on the District's assessment, ~~an employee's endorsements, or other district-approved alternate forms of proficiency. requirements or previous certifications/endorsements on file.~~ Any assessment fees will be paid by the District.
 - b. The employee regularly provides direct service to students or families, in a language other than English, which is necessary due to the nature of their current role, as mutually agreed upon between the supervisor and the employee.
 - c. This differential does not cover work beyond the contract day.
 - d. This differential will be awarded to employees on a year-to-year basis upon the needs of the District.
2. Employees may qualify for a language differential of four percent (4%) per year based on the rate of MA+0 hours, Step 4 if all of the following requirements are met:
 - a. The employee demonstrates proficiency in a second language other than English, based on the District's assessment requirements. Any assessment fees will be paid by the District.
 - b. For employees whose role does not require the use of a second language, the employee's supervisor identifies in writing additional duties which includes ~~s~~ the use of a second language.
 - c. This differential may cover work beyond the contract day, not to exceed 40 (forty) hours annually.
 - d. This differential will be awarded to employees on a year-to-year basis upon the needs of the District.

3. No retroactive pay will be given for any work performed prior to successfully passing the District's language assessment.
4. Employees receiving a proration of the bilingual differential for bilingual or dual language classrooms in Section G of this Article above, are eligible for this differential.

~~5. District assessments shall be available by June 30, 2024.~~

I.J. ELL Facilitator Differential

Differential Rates:

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

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

K. 504 Case Management Differential

Differential Rates:

<u>Number of Students with a 504 on Caseload as of October 1, each year</u>	<u>Differential Percentage</u>
<u>1-15 Students</u>	<u>2%</u>
<u>16-30</u>	<u>3%</u>
<u>31-45</u>	<u>4%</u>

1. Case Managers, typically counselors, will receive the listed differential based on MA+0, step 4 of the salary schedule. The 504 student count is based on the population as of October 1 each year and educators fulfilling these positions will receive the differential in their monthly pay.
2. Schools with multiple case managers will divide the student caseload as evenly as possible so

that each case manager has approximately the same number of students they are responsible for in a given building. When a case manager reaches the cap of 45 students on their caseload, another case manager will be added to the school.

L. Behavior Plan Management (Elementary Only) Differential

Differential Rates:

<u>Number of Students with a Behavior Plan as of November 1, each year</u>	<u>Differential Percentage</u>
<u>1-15 Students</u>	<u>2%</u>
<u>16-30</u>	<u>3%</u>
<u>31-45</u>	<u>4%</u>

1. Plan managers, typically elementary behavior specialists, will receive the listed differential based on MA+0, step 4 of the salary schedule. The behavior plan count is based on the population as of April 1 of the previous school year and educators fulfilling these positions will receive the differential in their monthly pay divided over 10 pay periods.
2. Schools with multiple case managers will divide the student caseload as evenly as possible so that each case manager has approximately the same number of students they are responsible for in a given building. When a plan manager reaches the cap of 45 students on their caseload, another case manager will be added to the school.

J.M. Site-Based Demonstration Teachers

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

K.N. National Board Certification or Doctorate Degree

An employee who holds national board certification or a doctorate degree granted by an accredited college or university shall receive an annual one-time stipend of \$1,000 13,000. If the employee is less than full-time, the stipend shall be prorated based on the ratio of the employee's FTE.

For the life of this agreement, this stipend will be paid to employees holding an accredited ng national board certification related to their position in the District.

1. National Board Certification issued by the National Board for Professional Teaching Standards.
2.
3. Certificate of Clinical Competence awarded by the American Speech and Hearing Association.
4.
5. National Counselor Certification issued by the National Board of Certified Counselors.
6.

~~7. National Board Certification issued by The National Board for Certification of School Nurses, Inc.~~

~~8.~~

~~9.1. National certification (issued after second renewal) by the National Board of Certification in Occupational Therapy, Inc.~~

L.O. Extended Workday/Year and School Event

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

M.P. Longevity

Effective July 1, 2004, unit members shall receive longevity pay after three (3) years at the maximum level on the MA+24 column or MA+45 column of the salary schedule. Eligible unit members shall receive longevity pay once every three (3) years in June of the qualifying year as a single payment equal to the increment received by persons moving to the top of the respective column. Unit members on the B+69 column of the salary schedule as of March 4, 2005, shall be eligible to receive longevity pay after three (3) years at the maximum level on the B+69 column.

~~After every three years of not receiving a step increase in any given salary column, in June of the qualifying year, eligible members will receive a payment equal to the increment received by persons moving to the top of the respective column.~~

N.Q. Job Sharing

1. In the event that an employee request for job sharing is denied, the hiring supervisor, upon employee request, shall furnish the employee with the reasons in writing for the denial within 10 (ten) working days.
2. Employees who job share may be required to attend in-service and/or parent teacher conference time with their job share counterpart that is outside of their regular work schedule without additional compensation. This shall be limited to no more than eight (8) hours of time, annually.

O.R. Sick Leave Retirement Benefit (SLRB)

An employee who meets the eligibility criteria for receipt of the Public Employees Retirement System retirement benefits and who is under the age of 67 (sixty-seven) shall be paid a lump sum benefit as described in **Section N** 4 of this **Article-section** below.

1. Such employee(s) will have given the District a minimum of sixty days' notice of retirement.
2. In order to be eligible for the sick leave retirement benefit (SLRB) an employee must have been regularly employed for ten (10) years in the District, the last three years of which must have been consecutive.
3. In order to be eligible for the SLRB an employee who has not reached the age of fifty-eight (58) must have twenty-nine (29) years of accredited service in the Public Employees Retirement System (PERS). NOTE: Eligibility for full PERS retirement benefit is 30 years of accredited service or age 58. Eligibility for full OPSERP retirement benefit is 30 years of accredited service or age 65.
4. Eligibility for SLRB is subject to the conditions listed in the opening paragraph of Section N of this Article and is limited to teachers who were employed by the district on March 4, 2005. Employees who are eligible for SLRB who retire qualify for sick leave buy back of up to 200 days of unused leave at \$150 per day. This benefit does not affect using sick leave in PERS retirement calculations.
5. Retiring employees may elect to continue participation in District group insurance plans, at their own expense, in accordance with state law, insurance company rules, and District procedures.

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, without additional staff support, then it counts as two (or more) classes. for the PE Specialist's FTE maximums.** ~~A portion of students receiving service in special education self-contained classes may join grade level peers without being counted toward the FTE.~~ 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 (If a Music class is two (or more) classrooms of students, without additional staff support, then it counts as two (or more) classes.) **(the same rule for doubling classes for PE Specialists applies to Music Specialists):**

Hours/Week	Classes	FTE
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40 hours/week	no more than 40-44 30-minute classes	1.0 FTE
30 hours/week	no more than 30-33 30-minute classes	0.75 FTE
20 hours/week	no more than 20-22 30-minute classes	0.50 FTE
10 hours/week	no more than 10-11 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. Teachers may be asked to review student work for completion and the determination of a P/NP grade. ~~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~~ five consecutive contract days or greater than one week, their FTE shall be calculated as illustrated above. ~~For periods of less than one week.~~ For periods of less than five consecutive contract days one week or less, compensation for such lost prep time is described in Section C of this Article.

B. Workweek and Workday

1. 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.
2. If mutually agreed to by an employee and supervisor, daily work schedules may vary on an individual basis.
3. A supervisor may vary daily work schedules on an individual or group basis when in their judgment such variance is in the interest of the district. The supervisor shall provide at least 20 contract days' notice. The supervisor shall make a reasonable effort to consult with affected employee or employees before imposing a change in the employee's or employees' working hours.
4. For parent/family teacher conference days, twice annually the work week for school/program based licensed staff may be adjusted to include two 12-hour days. The following parameters exist for this adjusted schedule:
 - a. The 12-hour days can include an instructional day for the first day, but the second day cannot be an instructional day.
 - b. The two 12-hour days can include grading time as outlined in Article X!
 - c. Professional development time during 12-hour days per level shall be limited to the equivalent of one half-day and only can occur when one half-day of grading time total

during the two 12-hour days exists.

- d. Employee preparation time shall be 90 minutes on 12-hour days.
- e. Employees shall have a second 30-minute mealtime on 12-hour days.
- f. No meetings or other required tasks other than those specified here will take place during 12-hour days.
- g. The day after two 12-hour days shall be a non-workday and the total assigned hours for the week will still be 40 hours.
- h. Licensed staff who need to attend parent/teacher conferences for their children would be allowed to arrange time to attend conferences for their own children that is least disruptive to the employing school's conference schedule.
- i. This schedule is intended for school/program based licensed staff who work directly with students. Staff who work in other departments or programs with no direct work with students can elect to operate on this schedule or maintain a regular schedule for their department or program at the discretion of the supervisor.

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
<u>Program Associates/Assistants</u>	<u>2 5 Days</u>
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.
- 19-20. 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. 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 NOTE: SKEA Proposes the renewal of the 2 coverage MOUs in place of this section.

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.~~

D.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.

E.F. Elementary Class Loads

1. For the life of the contract the District will provide ~~\$600,000~~ 1,000,000 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 teachers to students 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.

F.G. Ratio-Publication and Data Exchange

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

1. Spring Committee

Planning each spring ~~beginning in 2024~~:

~~b.e.~~ Principals will share projected enrollment and tentative staffing assignments with their school staff between May 15th and June 1st.

~~e.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. 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.

2. Fall Committee

~~(Beginning Fall 2024)~~ August and September Information:

- a. The Association president shall be provided with the District ratio by school, program, and individual class by August 31 and again before the fifth full week of school.
- b. The committee will be comprised of three (3) members appointed by the Association president and three (3) administrators appointed by the superintendent (or designee) who will also sit on the committee as an ex-officio member for a total of seven (7) members.
- c. As part of their review, the committee will jointly analyze elementary student ratio data. In instances in which the committee identifies a ~~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.~~

G.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.

H.I. Peer Assistance

1. The District will offer peer assistance when reasonable and practicable to any employee it determines to have a deficiency specified in ORS 342.865 (1) (a), (d), (g), or (h). The District may also offer peer assistance under any other circumstance it deems appropriate.
2. The 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	1.0	40		.5	20
PT	1.0	30		.5	15

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 MOU 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

<u>January 2027</u>	<u>13 and 27</u>	<u>6 and 20</u>
<u>February 2027</u>	<u>10 and 24</u>	<u>3 and 17</u>
<u>March 2027</u>	<u>10 and 31</u>	<u>3 and 17</u>
<u>April 2027</u>	<u>14 and 28</u>	<u>7 and 21</u>
<u>May 2027</u>	<u>12 and 26</u>	<u>5 and 19</u>
<u>June 2027</u>	<u>9</u>	<u>2</u>

~~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 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. For the purpose of this section, complaint is defined as information, if acted upon, that could lead to discipline. Comments or other expressions of concern that may not lead to discipline, but could impact the employee's evaluation will additionally follow the process in this section.~~
2. An employee shall be advised of any ~~formal or informal~~ complaint filed by a parent, community member, student or co-worker. ~~The complaint will be discussed with the employee within twenty working days of the supervisor receiving the complaint. or within twenty days of the District receiving notice from any involved outside agency that they have concluded their investigation, whichever is later. 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. If an outside agency prevents the District from investigating within twenty days, the District will consult with the Association once the investigation has concluded to schedule the investigation. Unless there are extenuating circumstances, the initial investigative meeting shall be within twenty days of the agency's findings being shared.~~
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) ~~that describes the nature of the complaint, including~~

~~specific examples of the time, place and type of action complained of, if known. The name of the complainant may shall shall be given as part of the discussion of such specifics, unless the allegation is concerning sexual harassment and the district concludes the allegedly harmed individual needs anonymity for their safety. unless otherwise prohibited by law. unless the district concludes the vulnerability of the allegedly harmed individual necessitates their name being withheld that includes the complainant, time and date of the incident(s), location, identified witnesses, and the description of the complaint. The parties agree, upon request, to provide an extension for the delivery of the complaint until the conclusion of the meeting.~~ 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. If mutually agreeable, the parties agree to extend the notice period.~~
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.

1. See Art IV (F): Increase SpEd differential to 9.6.
2. Adoption of an MOU creating a temporary SpEd Review Committee. Previously provided and for convenience attached as App 1 here.
3. Include SpEd ratios in the 26-27 Budget Book that reflect the following:

Ratio Range (# IEP students that a SpEd teacher is managing)

LRC Elementary 36 - 40

LRC Secondary 40 - 42

App 1

Memorandum of Understanding

Between

Salem Keizer Education Association

And

Salem-Keizer Public Schools

Special Education (SpEd) Review Committee

The parties agree to complete a review of the District's SpEd caseload management and staffing using a temporarily established joint committee. The committee will have equal participation from the Association and the District. The committee will have six members, three appointed by SKEA and three by the District. The committee will issue a report to the Labor Management Committee (LMC), which will then be considered by the District. The committee's work may include review of:

- (1) Existing staffing ratios for caseload.
- (2) The duties and expectations of SpEd staff to manage caseload.
- (3) The definitions of caseload, case management, and workload.
- (4) The policies and procedures pertaining to SpEd services and staff expectations.

The findings that resulted from the SpEd workgroup led by District consultant, Brenda Martinek, will be taken into consideration by the committee before submitting their recommendations.

The committee shall begin its work no later than November 3, 2025, and shall complete its work by producing a report with specific recommendations by May 20, 2026.

For the District

Date

For SKEA

Date