XI. INSURANCE

A. JOINT INSURANCE COMMITTEE

The District and the Association agree to participate in a Joint Insurance Committee that includes representation from the Oregon School Employees Association, Springfield Education Association, and Springfield Association of Administrators and Confidentials. Such committee would be composed of three (3) members appointed by each Association and three (3) members appointed by the District. Other District employees or retirees may attend Joint Insurance Committee meetings by invitation of the District or any of the associations. Contractors or agents of the district may also attend Joint Insurance Committee meetings by invitation only.

District and employee contributions shall be allocated to the District Health Plan Fund. This fund is independent of the District General Fund, separated for accounting, payment and reporting purposes. The Health Plan Fund shall be the sole repository of all District and employee insurance contributions and shall pay all claims and costs associated with the operation of the SPS Self-Funded Plan. The District recognizes that moneys in the District Heath Plan Fund will ONLY be used for expenses related to insurance, health, or wellness.

1. The Committee's task will be to advise the District and Association regarding medical, dental, and vision insurance coverage plan designs and carriers for active and retired employees who are contractually covered by such insurance. In addition, the Committee may consider other issues as requested by the District or any of the Associations, except that the Joint Committee will not consider issues arising from disputes over interpretation of negotiated contract language/procedures between individual associations and the District. The insurance committee will ensure that all expenditures of the District Health Plan Fund are related to insurance, health, or wellness.

2. Individual associations will bargain the District contribution levels during regularly scheduled bargaining sessions.

3. If decisions are required by the committee, the Association and District agree to use a consensus model to resolve such decisions. If consensus cannot be reached, voting will be done with each group having the following number of votes: SEA—three (3) votes, OSEA—three (3) votes, SAAC—two (2) votes, and District—one (1) vote.

B. INSURANCE MATRIX

The District and Association agreed to apply to an insurance matrix, which covers medical, dental and vision insurance for all licensed employees, the full bargained amount of the

District's monthly contribution towards premium for each employee. The matrix will be adjusted annually in consultation with the Joint Insurance Committee.

1. Effective the first month following ratification of this Agreement, ~~The~~ the District's monthly contribution for ~~2022-2023~~ the remainder of the 2025-2026 school year will be ~~one thousand two hundred sixty five~~ one thousand four hundred fifteen dollars ~~($1,265)~~ ($1,415) per month ~~and for~~. ~~2023-2024~~ Beginning with the 2026-2027 school year, the District's contribution will be ~~one thousand two hundred ninety~~ one thousand four hundred sixty-five dollars ~~($1,290)~~ ($1,465) per month.

2. District contribution for insurance premiums for part-time employees will be a pro-rated portion of the contribution for full-time employees according to the part- time employee's percentage of full employment.

3. Long-Term Disability (LTD) Insurance. The employee will pay the full premium costs of a Long-Term Disability plan provided by the District.

C. VOLUNTARY EARLY RETIREMENT (VER) INSURANCE

1. This section applies to all eligible licensed staff members who elected to participate in the District's Voluntary Early Retirement (VER) Plan and have retired from the District.

2. A VER retiree may elect medical insurance under the plan for current employees as follows:

   a. Single retirees will be enrolled as single coverage.

   b. Retirees with spouses will be enrolled as two-party (2-party) coverage.

   c. Retirees with families will be enrolled as full family.

   d. Retirees may also enroll in a supplemental insurance plan.

3. The District's contribution for VER retirees electing single, two-party (2-party), full family, or supplemental plans, will be the step rate for the elected coverage. The District's contribution will be the same as for current employees, including the cap limitation. VER retirees will receive the same benefits resulting from pooling or blending of rates as active step- rated licensed staff members.

   The same dental and vision plan provided for current employees will be provided for the VER retiree and spouse.

a. Insurance coverage for the VER retiree and spouse will terminate upon eligibility for Medicare or at age sixty-five (65), whichever comes first.

b. In the event of the VER retiree's death prior to age sixty-five (65), the employee's spouse will be eligible for insurance for ten (10) years or until eligible for Medicare or age sixty- five (65), whichever of the three (3) comes first. The District's contribution for medical insurance coverage will be as above.

c. When spouses are both retirees of the District and both are eligible for Voluntary Early Retirement, they may combine the amount of the District contributions for each and select desired insurance coverage at the regular open enrollment period.

d. The District will provide a one-hundred-fifty-dollar ($150) monthly stipend for a VER retiree who elects to opt out of District insurance coverage. The stipend will be paid for the same length of time as the retiree's insurance would have been in effect. To qualify for the stipend, the retiree can no longer be covered by ANY District insurance plan.

~~C. INSURANCE BENEFIT FUND~~

~~The SEA and the District agree to suspend the Insurance Benefit Fund described below during the period in which the experience of licensed employees is pooled with experience from classified employees and administrative confidential employees. In the future, if licensed employees experience alone is used to determine premium, the SEA Insurance Benefit Fund will be reinstated as described. The balance of the Insurance Benefit Fund shall be held by the District to be used by the SEA during the life of this contract or beyond.~~

~~In recognition of the licensed staff members' participation in maintaining insurance premiums at a reasonable level, the District will establish an Insurance Benefit Fund.~~

~~1. The fund will be used to mitigate premium increases, not to increase the District's contribution for insurance.~~

~~2. At the end of the plan year, the District shall contribute to the fund amounts based upon the total loss ratio for that year.~~

~~1. The District will contribute seventy-five thousand dollars ($75,000) to the fund if the total loss ratio is ninety-five to one hundred percent (95% to 100%) of medical premium.~~

~~2. The District will contribute one hundred fifty thousand dollars ($150,000) to the fund if the total loss ratio is ninety to ninety-four point nine (90% to 94.9%) of medical premium.~~

3. The District will contribute two hundred fifty thousand dollars ($250,000) to the fund if the total loss ratio is less than ninety percent (90%) of medical premium.

3. Beginning with the 2003–2004 year, the fund shall not exceed the greater of four hundred thousand dollars ($400,000) or ten percent (10%) of medical/dental premium.

4. The Insurance Benefit Fund shall be dedicated to licensed employee insurance benefits or general health care of employees.

5. Interest generated by the Insurance Benefit Fund shall be credited to the Insurance Benefit Fund.

6. A joint committee, composed of three (3) members appointed by the District and three (3) members appointed by the Association, will be established to ensure responsible expenditure of this fund in compliance with generally accepted accounting principles.

XII. SALARY SCHEDULES

A. SALARY INDEX

Salary Schedules for ~~2022-2023~~2025-2026 and ~~2023-2024~~2026-2027 are based on a three-point-seven-five percent (3.75%) horizontal index and a three-point-seven-five percent (3.75%) vertical index.

B. SALARY SCHEDULE

1. Effective ~~the first month~~ the first month following the ratification of this Agreement ~~of the 2022-2023 school year,~~ employees on the Salary Schedule will receive a ~~five~~ four percent (~~5~~4%) Cost of Living Adjustment (COLA), applied prospectively for the remainder of the 2025-2026 school year. Effective the first month of the ~~2023-2024~~2026-2027 school year, employees on the Salary Schedule will receive a four percent (4%) Cost of Living Adjustment.

2. Employees who have fifteen (15) years as a licensed staff member in the District will receive a longevity stipend as part of their annual salary. The stipend will be calculated at one-point-five percent (1.5%) of step one (1) of the employee's current column. Part-time employees are included with no proration based on FTE. An official leave of absence does not constitute an interruption in consecutive years of service.

3. Beginning July 1, 2023, employees who have twenty-five (25) years as a licensed staff member will receive an additional longevity stipend as part of their annual salary. The stipend will be calculated at an additional one-point-five percent (1.5%) of step one (1) of the employee's current column, for a total of three percent (3%) of step one (1) of the employee's current column. Part-time employees are included with no proration based on FTE. An official leave of absence does not constitute an interruption in consecutive years of service.
4. All licensed employees will receive a three-hundred-dollar ($300) stipend in their September paycheck for use on classroom supplies, professional development, etc. No accounting or receipts are required for these funds.

C. INITIAL PLACEMENT/SALARY COLUMN ADVANCEMENTS

	A	B	C	D	E	F	G
Teachers	B	B+23	B+45	B+68 or M	B+90 or M+22 or B+67 w/M	B+105 or B+90 w/M or M+45	M+90 or PhD
Nurses	LPN	RN		RN+B	RN+M		

1. Upon initial employment, teachers will be placed on the salary schedule above in accordance with the Oregon Pay Equity Law and according to the standards set forth in this article. ~~After employment, teachers who meet the criteria for higher salary columns in accordance with this article may advance to such higher columns.~~

2. Initial Placement on the Salary Schedule (Column). Degrees and credits must be awarded by an accredited college or university in order to be applied for initial placement ~~or advancement~~ on the salary schedule.

3. Initial Placement on the Salary Schedule (Step). Placement on the salary schedule will be based on full-year teaching experience. Experience will not be awarded for substitute teaching or partial years' service. Full-year teaching experience is equal to one-hundred thirty-five (135) days within a school year.

4. After initial placement on the salary schedule, step advancement will be awarded for full-year teaching experience, which is one hundred thirty-five (135) days or more in a school year. ~~Hours or credits earned must be classified as graduate-level, except for non-graduate hours or credits related to the members' current assignment, performance goals for District evaluation, or Continuing Professional Development Plan for recertification. The number of hours used to advance to the next column is based on quarter hours. Each semester credit earned at a college or university will count as one and one half (1.5) quarter hours. The superintendent or designee reserves the right to award non-accredited hours for coursework deemed by the District to be equivalent hours awarded by accredited institutions.~~

5. Teachers hired to teach approved vocational courses, and who hold a special vocational license in addition to a basic or standard certificate, will be placed on the salary column that reflects their academic training.

    a. Initial step placement for these employees will be determined by granting credit for teaching experience in accordance with this article. Step placement will be determined by crediting one (1) year of teaching experience for each two (2) years of paid, trade-related experience at the journeyman level.

    b. After initial placement on the salary schedule, step advancement will be awarded for full-year teaching experience.

6. Licensed staff members who were previously employed by the District as Educational Assistants will be granted up to three (3) additional years of experience for initial placement on the salary schedule. One (1) year of credit will be granted for every two (2) years of continuous service as an Educational Assistant.

7. As of July 1, 2020, licensed staff members will be credited with years of experience for teaching abroad at an accredited school for purposes of initial placement on the salary schedule.

8. LPNs and RNs will be placed accordingly in the highest column for which they qualify educationally. (An RN with a BA+90, for example, would be placed in the BA+90 column, rather than the RN+BA column).

9. To the extent a licensed staff member's placement on the salary schedule is not conspicuously determined by the above, that member's placement will be determined in accordance with the Oregon Pay Equity Law and will be based on relevant education and work experience.

10. In the event the District makes an administrative error in a licensed staff member's initial placement on the salary schedule, the District shall correct the error retroactive to the beginning of the school year in which it occurred. If the correction results in an overpayment, the District shall recover the overpaid amount retroactive to the same date, with repayment distributed evenly across the remaining pay periods of the current school year.

~~D. OFFICIAL TRANSCRIPTS~~

~~Licensed employees may file with the District a letter signed by an authorized official of the institution of higher education to verify the qualification to advance to a higher column on the current salary schedule in lieu of official transcripts on or before October 1, to qualify for the increased pay. The official transcripts will be filed with the District as soon as available.~~

~~E.~~D. SALARIES OF LESS-THAN-FULL-TIME LICENSED STAFF MEMBERS

Salaries of less-than-full-time licensed staff members will be pro-rated based on full-time equivalence (FTE).

E. HOURS TOWARD COLUMN ADVANCEMENT

Each school year, the District shall accept applications for column advancement. Licensed staff members must submit all qualifying transcripts to the Human Resources Department no later than October 1 of that school year. Approved column advancements shall take effect retroactive to the beginning of the school year.

1. Eligible Coursework. To qualify for column advancement, courses must be directly related to the licensed staff member's current teaching assignment or an approved professional development area that benefits student learning. Hours used toward advancement from one column to another must be earned from an accredited college

or university. Hours or credits earned must be classified as graduate hours, unless the licensed staff member has received pre-approval from the Human Resources Department to use non-graduate hours.

2. Ineligible Coursework. General education courses and/or personal enrichment courses will not be considered for column advancement. Coursework that consists primarily of summarizing prior work, compiling past lesson plans, and/or reflecting on past teaching experiences without incorporating new instructional methods, or other non-rigorous activities will not be considered for column advancement.

3. Verification and Documentation. Upon successful course completion, the licensed staff member will provide an official transcript and, upon request, information regarding how the course meets the criteria for column advancement.

4. Approval Process. The Human Resources Department will review all applications for column advancements and provide an approval or denial decision no later than October 15 of each school year. If a request for column advancement is denied, the Human Resources Department will provide the reasons for denial at the time the decision is shared.

5. Request for Reconsideration. If the licensed staff member does not agree with the decision of the Human Resources Department, they may submit a request for reconsideration to the Director of Human Resources within ten (10) days. The Director of Human Resources will review the request for reconsideration and will render a decision within ten (10) days to the licensed staff member.

~~1.~~6. ~~Hours used toward advancement from one column to another must be earned from an accredited college or university. Hours or credits earned must be classified as Graduate Hours, except for non- Graduate hours or credits related to the member's current assignment, performance goals for District evaluation, or Continuing Professional Development Plan for relicensing. In order to be counted, undergraduate hours or credits must be earned after January 1, 2004.~~

~~2.~~7. The number of hours used to advance to the next column is based on "quarter hours." Each semester credit earned at a college or university will count as one and one-half (1.5) quarter hours.

~~3. After June 30, 2010, non-Graduate hours must be pre-approved by the building administrator or the Human Resources director in order to guarantee use for advancement on the salary schedule.~~

~~4.~~8. ~~Courses taken without pre-approval will only count for salary advancement pending approval by the Human Resources director.~~

~~5.~~9. School Nurses and Athletic Trainers may use Continuing Education (CE) hours to move across the salary schedule provided the courses relate to the employee's assignment at the time of the course. Ten (10) Continuing Education hours is equal to one (1) quarter credit hour (Article XII.I). Course hours will begin accumulating as of August 29, 2017. Continuing Education hours used for national certification (Article XXII.G) will not count for movement on the salary schedule.

F. Employees shall be eligible for experience increments if they are "in paid status," i.e., working, on paid leave, or otherwise paid (e.g., on holiday), for seventy percent (70%) of one (1) school year. However, if one does not meet the seventy percent (70%) threshold by virtue of taking FMLA or OFLA leave, the person will nonetheless receive the step increase; and if the District exercises its rights under the FMLA/OFLA "Special Rules for Teachers" to require one to remain on leave through the end of the term, and that causes the person to drop below the seventy-percent-day (70%-day) threshold, they will nonetheless receive the step increase.

XV. SUPPLEMENTAL PAY AND APPAREL SERVICE

A. SUPPLEMENTAL PAY

The determination of the need for the services and the assignment of duties listed in this Article are at the sole discretion of the District.

~~Supplemental pay for each position listed under Section C of this Article will be calculated utilizing the per diem rate of the employee and the number of hours of work performed or by multiplying Step 01 of the Non-VER Salary Schedule by the percentage listed for the position.~~

B. SUPPLEMENTAL PAY POSITIONS

1. Prior to assigning a licensed staff member into a supplemental position each year, the building administrator will share expectations of the position and provide an opportunity to ask clarifying questions about the roles and responsibilities.

~~1.~~2. High School Department Chairpersons. Prior to the beginning of each school year, the District will determine the maximum number of compensated hours for each department chair position based on anticipated responsibilities, operational priorities, and availability of funds. Building administrators will solicit and consider input from each department prior to assigning a licensed staff member in the department chairperson position. Department chairpersons will be compensated at their regular hourly rate for any approved hours worked, not to exceed the maximum limits established by the District each year. ~~support key leadership functions in our comprehensive high schools and will be paid their hourly rate of pay up to a maximum number of hours as determined by the District. The maximum number of hours will be determined by the work to be completed as well as by potential funding sources. (Refer to Instruction Department procedures specific to high school department leadership for additional information on compensation, hiring process, and annual time lines.)~~

~~2.~~3. Elementary Administrative Assistants. Elementary licensed staff members may be assigned additional responsibilities to support school operations, including events or activities that take place outside of the normal building hours. Licensed staff members assigned these responsibilities will receive a stipend equal to~~,~~ seven-point-four-two percent (7.42%) of Column One, Step One of the licensed salary schedule.

When ~~situations require that~~operational needs require additional building support, building administrators may request additional support for administrative assistants. The District may authorize such support, including the use of substitutes, based on

available resources and staffing needs. ~~need help in their duties, assistance may be provided from the District, including authorization for substitutes.~~

~~3.~~4. Instructional ~~support~~ Support ~~licensed~~ Licensed ~~staff~~ Staff ~~members~~ Members. Prior to the beginning of each school year, the District will determine the maximum number of hours and substitute days authorized for each assignment for Instructional Support based on the programmatic priorities, scope of work, and funding available. Building administrators will appoint licensed staff members to provide Instructional Support (i.e. literacy, math, behavior, and TAG) based on school specific needs. These positions do not carry an assigned FTE and any licensed staff member assigned to this role will be paid their hourly rate of pay up to a maximum number of hours as determined by the District. ~~In addition, substitute release days will be provided up to a maximum number of days as determined by the District. These positions for which zero (0) FTE is assigned will be voluntary positions.~~

~~4.~~5. Educational Technology Leaders will be assigned an Educational Technology Leader fund or stipend. The fund allocated to pay Educational Technology Leaders may be used for stipends, or extra duty days, or compensating additional help. For the fund to be used other than a stipend, a plan will be submitted to and approved by the principal. Educational Technology Leaders will receive the following stipend and extra duty days and will sign an agreement with the District on an annual basis outlining the duties and responsibilities associated with the assignment.

a. Site-based Educational Technology Leaders.

(1) Each elementary, secondary, middle and small high school will be allocated one (1) Educational Technology Leader.

(2) Each comprehensive high school will be allocated two (2) Educational Technology Leaders.

b. Training Days.

(1) Educational Technology Leaders shall be provided with one (1) training day before in- service week.

c. Extra Duty Days.

(1) Educational Technology Leaders will be provided extra duty days to prepare for school in order to support teachers during in-service week as follows:

(a) Large schools (more than 500 students) will be allocated three (3) extra duty days.

(b) Medium schools (250 – 499 students) will be allocated two (2) extra duty days.

(c) Small schools (less than 250 students) will be allocated one (1) extra duty day.

(d) Educational Technology Leaders will be provided with one (1) extra duty day to prepare for the end of the school year.

d. Compensation.

(1) Educational Technology Leaders will receive an annual stipend of five hundred dollars ($500) and a school based stipend calculated as follows:

(a) Elementary, middle and small high schools: Base plus 1.5 multiplied by (number of students).

(b) Comprehensive high schools: Base plus 1.5 multiplied by (number of students), divided by two (2).

(c) Base = column one (1), step one (1) multiplied by 4.4 percent.

~~5.~~6. Saturday School. Licensed staff members who supervise Saturday School shall be paid at the hourly rates, based on Step 05 on the Bachelor's column of the ~~non-VER~~ salary schedule. Maximum hours will be set as follows: high school licensed staff members will not exceed six (6) hours per week and middle school licensed staff members will not exceed four (4) hours per week.

~~6.~~7. Athletic Directors, nine-point-two percent (9.2%) per season (three [3] seasons in a year).

~~7. Elementary Head Licensed Staff Members, fifteen-point oh four percent (15.04%).~~

8. Site-Based Equity and Inclusion Leadership Team Members. Each elementary, middle and high school will be allocated one (1) Equity and Inclusion Leadership Team member.

a. Extra Duty Days

(1) Equity and Inclusion Leaders will be provided with one (1) extra duty day for training before in-service week.

(2) Equity and Inclusion Leaders will be provided with one (1) extra duty day to prepare for the end of the school year.

b. Compensation

(1) Equity and Inclusion Leaders will receive an annual stipend of twenty-five hundred dollars ($2,500).

9. Site-Based Student Union/Student Alliance Facilitators. Each student union/student alliance group will be allocated one (1) facilitator.

a. Approved Student Union/Student Alliance Groups

(1) Facilitators will be allocated for each approved Student Union and/or Student Alliance.

(2) The approved list of Student Union/Student Alliance groups includes the following: Asian (or AAPI) Student Union, Black Student Union, Gender & Sexualities Alliance, Latinx Student Union, Multicultural Student Union, Native American Student Union, and Women's Empowerment Alliance.

(3) Any request to add a Student Union or Student Alliance must be submitted to the District's Equity and Inclusion Coordinator to determine if it meets the criteria of a Student Union/Student Alliance. The Equity and Inclusion Coordinator will forward any recommendation which meets these criteria to be reviewed and approved by the Association and the District in Contract Maintenance to be compensated in accordance with this Agreement.

b. Compensation

(1) Elementary. Facilitators of Elementary Student Unions and/or Student Alliances will receive an annual stipend of seven-hundred fifty dollars ($750).

(2) Secondary. Facilitators of Secondary Student Unions and/or Student Alliances will receive an annual stipend of one-thousand five-hundred dollars ($1,500).

C. EXTENDED CONTRACTS

1. Allocation. Prior to the beginning of each school year, building administrators will submit a request for extended contract days to be assigned to licensed staff members, based on recommendations from their departments and anticipated program needs. Level Directors will review the requests and assign extended contract days to each building based on operational priorities, instructional needs, and availability of funds. As unanticipated needs arise throughout the school year, the building administrator

may request additional extended contract days. The final determination to allocate extended contract days shall rest solely with the Level Director.

~~1.~~2. Compensation. Licensed staff members assigned extended contract days will be compensated at their regular hourly rate of pay up to the maximum number of hours/days approved. ~~At the start of the year, the District designee will determine which of the "maximum of" categories are eligible for extended contract along with the number of days they will receive. Categories listed without "maximum of" will receive their stated days. Licensed staff members receiving extended contracts will be paid at their hourly rate determined upon their base pay. These days will be submitted on time sheets and paid during the next available pay cycle. Members will be notified by the building principal in September and the information shared with the SEA in October.~~

~~2. Industrial Education Teachers—a maximum of four (4) days.~~

~~3. Family and Consumer Studies Teachers—a maximum of three (3) days.~~

~~4. Senior High Librarians—a maximum of ten (10) days.~~

~~5. Mid-School Librarians—a maximum of six (6) days.~~

~~6. Elementary Librarians—a maximum of four (4) days.~~

~~7. Art Teachers—a maximum of three (3) days.~~

~~8. High School Counselors—a maximum of ten (10) days.~~

~~9. Mid-School Counselors—a maximum of six (6) days.~~

~~10. Elementary Counselors—a maximum of two (2) days.~~

~~11. High School Science—a maximum of three (3) days per high school per year if required by the District to perform detailed inventory of science equipment.~~

~~12. Transition Record Keepers.~~

~~a. Elementary fifth-grade teachers—one-half (1/2) day~~

~~b. Middle School eighth-grade bloc teachers—one-half (1/2) day.~~

~~c. In elementary K-8 schools, fifth-grade and eighth-grade bloc teachers—one-half (1/2) day.~~

~~13.~~3. ~~Middle School Physical Education Teachers will receive by request only one (1) day of extended contract at the end of the school year for cleaning and storing equipment.~~

D. LICENSED STAFF MEMBER SUBPOENAS

A licensed staff member subpoenaed by the District or required in writing by the District to attend legal hearings during a licensed staff member vacation period or after the end of the contracted work year on days when the licensed staff member is not otherwise required to be on duty, will be paid at their hourly rate determined upon their base pay for the time spent in such hearings.

E. NONPROFESSIONAL DUTY PAY

The District will pay licensed staff members at an hourly rate for those duties assigned by a building principal or activities director for which the licensed staff member must return to the school or activity beyond those hours or duties for which they are normally paid. All licensed staff members will have the opportunity to have their names included on the list of those requesting voluntary assignment to nonprofessional duties available in the District.

For the ~~2022-2023~~2025-2026 contract year, the District will pay licensed staff members at the rate of ~~eighteen dollars ($18.00)~~ twenty dollars and thirty-four cents ($20.34) per hour for such duties. For the 2026-2027 contract year, the District will pay licensed staff members at the rate of twenty-one dollars and fifteen cents ($21.15) per hour for such duties. ~~In each subsequent year, the rate will increase by the same percentage by which the salary schedule increases.~~

F. WORKSHOPS AND CURRICULUM ACTIVITIES OUTSIDE THE SCHOOL DAY

Licensed staff members participating in District-sponsored workshops and curriculum activities outside the school day and not including professional development duties and responsibilities will be paid according to the following schedule:

1. Required time will be paid an hourly rate determined upon their base pay.

2. Stipend positions:

   a. A list of stipend-related positions covering duties, tasks and roles that fall outside the employee's work responsibilities will be developed and maintained by the District.

   b. A scope of the work outlining the level of work, amount of time, deliverables, and stipend amount will be provided to the employee

   c. Stipends will be determined with the following calculation: estimated time

required times forty dollars ($40) per hour.

3. Work that is receptive in nature or that requires minimal sharing of information will be paid at the rate of thirty-five dollars ($35) per hour.

G. APPAREL SERVICE

Based upon a determination of need by the school administration and according to rules adopted by the administration, shop coats will be furnished and laundered by the District for Vocational and Industrial Education teachers and laboratory coats will be furnished and laundered for Art and Science teachers. These coats will be provided within ten (10) working days of the first contract day. If the District is unable to provide them by this time, the licensed staff member will be compensated for any loss to personal clothing and for cleaning costs.

~~H. EXTENDED SEASON PAY FOR ATHLETICS~~

~~1. Definition. "Extended season" means athletic competition that occurs after the Round of Thirty-Two (32) for all team sports and after district and/or regional competition is complete for all other sports.~~

~~2. The District will determine the employees to be assigned to attend athletic competition during the extended season including coaches or support group advisors, e.g., band and rally advisors.~~

~~3. Coaches and Athletic Directors assigned to attend extended season competition will be compensated for each day on which they are required to supervise practice or competition. Coaches' daily rate of compensation for each day of assigned practice or competition supervision will be calculated by dividing the annual coaching stipend by the number of days in the season as determined by the District.~~

~~4.~~1. ~~Support group advisors will be compensated on the day the group is required to perform in support of a qualifying OSAA athletic team. Although supervisory responsibilities may extend overnight, salary compensation only includes the athletic contest time as well as preparation for travel and travel to and from the event, provided that compensation will only be for time spent on these activities outside the regular workday. Support group advisors' compensation will be pro-rated on an hourly basis according to the advisors' teaching salary.~~

XXVIII. ACADEMY OF ARTS AND ACADEMICS (A3)

A. PAID AND UNPAID LEAVES OF ABSENCE

For the purpose of determining the amount of time each A3 licensed staff member will utilize for daily leaves, a "day" is defined as eight (8) hours and forty (40) minutes.

B. WORK SCHEDULES

All provisions of Article IX – Work Schedules apply to A3 licensed staff members with the following exceptions:

1. Building Hours. Building hours for licensed staff members working at A3 will not exceed eight (8) hours and forty (40) minutes per day and will generally occur between 7:30am and 5:00pm.

2. Duty Days. The salary schedule for licensed staff members working at A3 is based on one hundred eighty (180) contract days including six (6) paid holidays.

3. Preparation Time. Licensed staff members working at A3 will have teacher-directed preparation time of one (1) class period per day, not to include advisory period(s). Additionally, licensed staff members working at A3 will have District-directed preparation time of one (1) class period per day, not to include advisory period(s).

4. Student-Led Conferences and Mid-Year Reviews. Licensed staff members working at A3 will be provided two (2) non-student workdays each year for the purpose of conducting student-to-parent conferences. Additionally, licensed staff members working at A3 will be provided two (2) non-student workdays each year for the purpose of conducting mid-year reviews.

VI. PAID LEAVES

A. COURT APPEARANCE LEAVE

1. ~~Employee~~Licensed staff members receiving notice that they are being called to jury duty will inform their building administrator and then keep the building administrator updated on both whether or not they have to report and whether or not they are selected to serve on a jury. In addition, ~~employee~~licensed staff members receiving notice that they are being called to jury duty during September or the working days in June must petition the court for release.

2. Judicial or Administrative Proceedings:

   a. Licensed staff members subpoenaed in a judicial or administrative proceeding related to District matters in which the licensed staff member is neither a party nor has an interest will not lose compensation for the term of the appearance.

   b. If a licensed staff member must appear in a court on a case in which the licensed staff member does have an interest (is not part of the licensed staff member's District responsibilities), the pay of a substitute shall be deducted from the licensed staff member's salary after all available personal leave is exhausted.

   c. The District will not provide paid leave for any licensed staff member for participation in action taken against the District.

   d. A member testifying before the School Board regarding a recommendation for dismissal, contract non-extension, or non-renewal of another ~~employee~~licensed staff member shall not lose compensation for the period of appearance.

3. Payments to the licensed staff member for jury duty and witness fees will be endorsed by the licensed staff member payable to the District unless the absence was a non-paid day as defined in Article VI.A.2. The licensed staff member may keep their mileage fees.

~~B. ASSOCIATION LEAVE~~

~~1. Upon request of the Association, the District will grant to the Association thirty-five (35) days leave at no cost to the Association. Such leave will be for~~

~~the purpose of collective bargaining, grievance processing and performance of the general duties of the Association in its role as the exclusive representative for its members with the District. Three (3) days' written notice will be given to the District by the Association president or his/her designated representative. This notice will include the purpose, name and assignment of persons taking the leave. In cases of emergency the parties agree the time requirement may be waived.~~

2. ~~An additional thirty-five (35) days of leave will be granted upon request for which the Association will reimburse the District for the cost of the substitutes, if used, at the established substitute rate of pay. The use of these days will conform to the purposes specified in Article VI.B.2.~~

3. ~~The president of the Association will be released up to full time, if so requested by the Association, to fulfill the duties of the office.~~

   a. ~~The duties of the office include collective bargaining, grievance processing, and performance of the general duties of the Association in its role as exclusive representative.~~

   b. ~~During the term of the leave, the president will receive their regular pay from the District.~~

   c. ~~The Association will reimburse the District for the president's salary including fixed payroll expenses at a percentage proportionate to the amount of the leave requested.~~

   d. ~~The Association will arrange for separate Workers' Compensation insurance coverage for the president.~~

   e. ~~At the beginning of each school year, the president will notify the District if they wish to be credited with ten (10) days of sick leave for the ensuing year (as per Section D of this Article). If so, the Association will reimburse the District for said sick days at the normal substitute rate.~~

   f. ~~Leave time shall apply toward all benefits.~~

   g. ~~As the SEA president's term of office draws to an end, the SEA president and the Human Resources director will meet to discuss placement options. After discussing positions available for the coming year, the SEA president will submit a top three list including placement location and assignment. The SEA president will then be placed before voluntary and involuntary transfers are placed as well as before any hiring is complete.~~

~~C.~~B. PAID PERSONAL LEAVE

1. Definition. "~~Employee~~Licensed staff member-initiated absence" will include Paid Personal Leave, Unpaid Personal Leave and Professional Development Leave.

2. Allocation. At the beginning of the school year, each licensed staff member will be granted three (3) days of personal leave to be used at such time and for such reasons as deemed appropriate by each individual ~~employee~~licensed staff member~~, subject only to the following limitations:~~.

~~1.~~3. The ~~employee~~licensed staff member shall give at least five (5) days' advance notice when leave is desired, unless circumstances beyond their control prevent such advance notice. The ~~employee~~licensed staff member's request will state the date and time, either half day or full day, of the anticipated absence. A maximum of ten percent (10%) of licensed staff members in any building, but at least two (2) licensed staff members per building, may use personal leave on any day, to include before and/or after a holiday or break period, as long as the licensed staff member has provided five (5) days' notice.

Once a notice of paid personal leave has been submitted by the licensed staff member and the building administrator has verified that above maximums have not been reached, the leave is irrevocable, except when the licensed staff member provides less than five (5) days' notice.

~~2. Use of leave on any day before or after a holiday, or other recess period or during the first or last two (2) weeks of the licensed staff member's work year, for employee~~licensed staff member~~-initiated absences will be allowed under the following conditions:~~

~~(1) Requests for leaves must be made electronically and/or in writing to the building administrator.~~

~~(2) The Human Resources Department will approve a maximum of thirty (30) licensed staff members to be released for employee~~licensed staff member~~-initiated absences.~~

~~(3) Employee~~Licensed staff member~~-initiated absences will include Paid Personal Leave, Professional Development paid days, and Personal Leave (unpaid).~~

~~3.~~4. ~~Maximum licensed staff to be released on any one (1) day for employee~~licensed staff member~~-initiated absences for personal and professional leave will not exceed the following building ratio:~~

~~1 to 19 licensed staff — two (2) employee~~licensed staff member~~s~~
~~20 to 29 licensed staff — three (3) employee~~licensed staff member~~s~~
~~30 to 39 licensed staff — four (4) employee~~licensed staff member~~s~~
~~40 to 49 licensed staff — five (5) employee~~licensed staff member~~s~~
~~50 to 59 licensed staff — six (6) employee~~licensed

~~4. With regard to use of this leave for personal needs, the intent of this provision is to provide leave for events that normally would cause the employee~~licensed staff member ~~to be absent whether paid or not.~~

5. Absences for coaching District athletic contests will not be included in these limits. The principal has the sole discretion to permit more licensed staff member absences on any day than the maximums described above.

6. The ~~employee~~licensed staff member will be granted one (1) additional day of paid personal leave for retirement counseling, during the final year of employment under the PERS/OPSRP system.

~~7. Unpaid leave provisions are described in Article VIII.A, page 25.~~

C. PROFESSIONAL DEVELOPMENT LEAVE

1. Licensed staff members may attend educational meetings and/or activities during building hours, not to exceed two (2) days, without loss of pay or other privileges if the importance of the meeting is agreed upon by the District. The educational meeting must mutually benefit the member and the District.

2. The District reserves the right to recall members scheduled for professional development leave. Members recalled with less than twenty-four (24) hours' notice shall be compensated with one (1) hour of pay at their daily rate.

3. Members utilizing their individual professional development funds in accordance with the Credit and Conference Fund shall not be recalled.

D. SICK LEAVE

1. Allocation. Sick leave is granted at the rate of ten (10) days per year and will accumulate. All ~~employee~~licensed staff members will be credited with their full annual sick leave benefits on the licensed staff member's first contract day worked of the school year. A licensed staff member absent from work on sick leave will be paid their full salary for the period of such absence not exceeding the total amount of

sick leave the licensed staff member has accumulated.

~~Employee~~Licensed staff members terminating before the end of their contract duty days who have used more days of sick leave than their service days entitle them to, will reimburse the District for the excess days paid to them through payroll deduction. ~~Employee~~Licensed staff members on unpaid leave in excess of fifteen (15) calendar days in any month will not earn sick leave for that month.

2. Licensed staff members new to the District who attend the new licensed staff member in-service day(s) prior to the beginning of the school year will receive one (1) additional sick leave day per each day of orientation.

3. Sick leave shall be made available pursuant to the District's sick time policy and in accordance with any applicable state and federal laws. Such accrual and use of sick leave shall be credited against the individual ~~employee~~licensed staff member's sick time allowance pursuant to ORS 332.507 and ORS 653.601 through ORS 653.661, and in accordance with Paid Leave Oregon. ~~will cover the following situations:~~

~~4. Absence due to illness of the employee~~licensed staff member~~. "Illness" will include an absence due to miscarriage, pregnancy, pregnancy-related complications and an absence due to quarantine.~~

~~a. Absence due to serious enough illness or accident of spouse/same-sex domestic partner or any of the following persons who have relationship to either the employee~~licensed staff member~~ or the employee~~licensed staff member~~'s spouse, such as: son, daughter, mother, father, sister, brother, aunt, uncle, niece, nephew, grandparent, grandchild or the spouse of any of the above or residents of the employee~~licensed staff member~~'s home such as foster children, exchange students and roommates, to enable the employee~~licensed staff member~~ to be near the immediate families during such emergency period. Leave for other than serious enough illness of a member of the family is not covered.~~

~~5.~~4. Notification of Accumulation of Sick Leave. Each licensed staff member will have access to an electronic accounting of their use and accumulation of sick leave

~~6.~~5. The District will provide electronic means by which the licensed staff member will notify the District of an absence. The licensed staff member will give notice of said absence in a timely manner such that the school can make arrangements for meeting classroom responsibilities. So that meaningful instruction can occur in their absence, the licensed staff member will provide

a plan for the guest licensed staff member unless extreme or unforeseen circumstances prevent it. The District may require medical certification of the illness after five (5) consecutive days.

~~7.~~6. A licensed staff member returning from any illness, whether or not sick leave benefits have been paid, may be required to submit to a medical examination at the expense of the Board or furnish a medical doctor's certificate of health prior to returning to work.

~~8.~~7. If, at the beginning of a school year, a licensed staff member, previously employed for at least one (1) school year, is ill and unable to resume teaching duties, and such licensed staff member had unused accumulated sick leave days at the end of the prior school year, previously accumulated sick leave days may be used while the licensed staff member is ill and unable to work. Such licensed staff member will not be credited with any additional sick leave days until the date of return to teaching duties.

~~9.~~8. All sick leave benefits from the District will terminate and will be forfeited upon termination of employment for any reason, except for PERS retirement purposes.

~~10.~~9. Any ~~employee~~licensed staff member obtaining sick leave benefits by fraud, deceit or falsified statement, will be subject to disciplinary action.

~~11. All employees will be credited with their full annual sick leave benefits on the first contract day of the school year. Employees terminating before the end of their contract duty days who have used more days of sick leave than their service days entitle them to, will reimburse the District for the excess days paid to them through payroll deduction. Employees on unpaid leave in excess of fifteen (15) calendar days in any month will not earn sick leave for that month.~~

~~12.~~10. When the reason for sick time under SB 454 is consistent with ORS 332.507, the sick time and leave pursuant to ORS 332.507 may run concurrently.

~~13. Short Term Disability.~~

~~a. Employees who suffer illness or injury not covered by the District's Workers' Compensation Insurance may be entitled to an advancement of sick leave under the following conditions:~~

~~(1) The employee must be totally disabled with respect to the duties of the regular assignment, as verified by competent medical evidence, and must continue to be disabled during the term the benefits of this section are~~

~~received. Disability that extends only to extra-duty assignments or other special assignments beyond the regular assignment is not covered by this Article. The District may require an examination by its physician, at District expense, to determine whether disability, as defined in this section, exists or continues to exist. For any purpose of determining disability connected with this Article, the District physician's conclusion will be the final determination and is not subject to review.~~

~~(2) The employee must meet all of the conditions for eligibility for the District's long-term disability insurance except completion of the waiting period for the initiation of benefits.~~

~~(3) The employee must exhaust all accrued paid leave, such as sick leave, and professional development/personal leave, before any advancement of sick leave may be made.~~

~~b. For employees meeting these eligibility requirements, the District will advance sick leave, not to exceed forty (40) days, after the onset of disability and exhaustion of paid leave up to the earliest occurrence of the following:~~

~~(1) the completion of the waiting period for eligibility for the District's long-term disability insurance program, or~~

~~(2) forty (40) workdays, or~~

~~(3) the date the employee no longer is totally disabled.~~

~~c. When physically able to do so, the employee will execute a promissory note with the District.~~

~~(1) The note will provide for repayment to the District of all salary paid to the employee during the term of sick leave advancement.~~

~~(2) Repayment will be made on a mutually acceptable schedule, not to exceed five (5) calendar years from the date of return to duty, and will be by payroll deduction.~~

~~(3) If the employee refuses to execute the promissory note, or does not return to work for the District upon medical release, advancement of sick leave will cease and the full amount of the salary paid will be due and payable to the District immediately.~~

~~(4) Enforcement of the note may be pursued in any legal forum of the District's choice including, but not limited to, the Employment Relations~~

~~Board, District Court or other state court. The District will be entitled to reimbursement of legal and other fees and damages arising out of pursuit of repayment of the costs described in this Article.~~

~~d. If the employee cannot return to work because of permanent, total disability or death, the repayment of costs will be waived by the District.~~

~~E. EMERGENCY PAID LEAVE~~

~~Members of the sick leave bank who have exhausted all applicable leave may apply to the Director of Human Resources for paid emergency leave, as referenced in administrative regulation GCBDE-AR. This leave may be requested to care for immediate family members who have a long-term illness or catastrophic injury. For emergency paid leave, immediate family is defined as spouses, same-sex domestic partners, parents and children.~~

~~F.~~E. BEREAVEMENT LEAVE

1. Up to a maximum of three (3) days' paid leave may be used for bereavement for spouse/~~same sex~~ domestic partner or any of the following persons who have relationship to either the ~~employee~~licensed staff member or the ~~employee~~licensed staff member's spouse, such as: son, daughter, mother, father, sister, brother, aunt, uncle, niece, nephew, grandparent, grandchild or the spouse/domestic partner of any of the above or residents of the ~~employee~~licensed staff member's home such as foster children, exchange students and roommates. Two (2) additional days may be used for in-state simultaneous multiple deaths in the ~~employee~~licensed staff member's immediate family. Five (5) days may be used for out-of-state death in the ~~employee~~licensed staff member's immediate family. Should simultaneous, multiple deaths occur out of state, an additional three (3) days may be used.

~~1.~~2. This leave is not charged against the ~~employee~~licensed staff member's sick leave, nor is it cumulative. If additional days are needed to make a one (1) week block of time, an ~~employee~~licensed staff member may use up to an additional two (2) days of sick leave. In cases where additional time is needed for bereavement, ~~employee~~licensed staff members may request additional bereavement leave through OFLA and use their accumulated sick leave to create a total block of ten (10) days. These additional days would only qualify for family members defined in OFLA. In the event of multiple, non-simultaneous qualifying losses, the bereavement leave entitlement shall apply to each occurrence individually.

~~G.~~F. RELIGIOUS LEAVE

Licensed staff members may take up to three (3) days of Religious Leave for the purpose of observing religious holiday(s). Licensed staff members are required to report the absence and obtain a substitute when applicable. For each Religious Leave day taken, the licensed staff member will have the option of either:

1. Using an available Professional Development day, or

2. Having the gross pay of the teacher be deducted for this leave at the substitute rate of pay.

~~H.~~G. MILITARY DUTY LEAVE

The District will comply with all State and Federal Leave laws.

~~I.~~H. OCCUPATIONAL ILLNESS OR INJURY

Licensed staff members who sustain an injury or illness compensable by Workers' Compensation will have the benefits provided below:

1. If the licensed staff member is absent from work and unable to perform regular normal duties, the District will pay the difference between the licensed staff member's regular salary and Workers' Compensation benefits for the time absent from work until accumulated sick leave has been exhausted.

2. Hours of accumulated sick leave will be deducted from the licensed staff member's sick leave account in proportion to the regular salary paid that is not covered by Workers' Compensation.

3. If the licensed staff member has an accepted Workers' Compensation claim as a result of being injured by a student, and is absent from work in excess of ten (10) work days and unable to perform regular duties, the District will pay the difference between the ~~employee~~licensed staff member's regular salary and worker's compensation benefits beginning after the tenth day of absence for the remaining period of absence or until the Workers' Compensation claim is closed. The ~~employee~~licensed staff member's sick leave will not be affected.

~~J.~~I. SICK LEAVE BANK

The District and the Association will collaboratively manage a paid sick leave bank for unit members. The purpose of the sick leave bank shall be to provide additional sick leave days to eligible and participating ~~employees~~ licensed staff members in cases of long-term illness or catastrophic injury that exhaust the licensed staff

member's accumulated sick leave.~~should a long-term illness or catastrophic injury exhaust the members' accumulated sick leave.~~ The sick leave bank shall also provide sick leave days to eligible and participating members to care for a child, spouse/partner, or parent as defined by OFLA/FMLA should child, spouse/partner, or parent have a long-term illness or catastrophic injury that exhausts the ~~employee~~licensed staff member's accumulated sick leave. The District and Association shall establish rules and regulations to govern the sick leave bank that meet these conditions.

The sick leave bank is intended as a safety net for catastrophic events only. It is not intended for routine illness, elective procedures, chronic or intermittent conditions, or circumstances otherwise covered by Workers' Compensation, disability insurance, or statutory leave entitlements.

1. Participation. Unit members' participation in the sick leave bank shall be voluntary.

2. Contributions. The maximum annual contribution of paid sick leave hours to the bank by a unit member shall be sixteen (16) hours. If the sick leave bank is at its maximum number of hours, unit members can join and their contributions will be deducted from their individual sick leave account and credited to the sick leave bank when the bank total drops below the maximum. Leave will be prorated based on FTE.

3. Maximum Size of Sick Leave Bank. The maximum number of sick leave hours in the bank to be used in any school year shall not exceed six thousand (6,000).

4. Eligibility. Unit members shall only be eligible for use of sick leave bank days after they have exhausted all their available individual sick leave and personal leave days.

5. Qualifying Use. Sick leave bank days may be used under the following conditions:

   a. A licensed medical provider certifies that:

      (1) The licensed staff member is unable to perform their assigned responsibilities due to a catastrophic injury or long-term illness of a serious and incapacitating nature, or

      (2) The licensed staff member's child, spouse/partner, or parent (as defined by OFLA/FMLA) is experiencing a catastrophic injury or long-term illness of a serious and incapacitating nature that requires the licensed staff member's care; and

b. All other paid leave available to the licensed staff member has been exhausted.

~~4. Sick leave bank days shall be used by unit members who have a doctor's opinion stating they, their child, spouse/partner, or parent as defined by FMLA/OFLA are unable to perform their assigned responsibilities due to a long term illness or catastrophic injury. Sick leave bank days may also be used by members who have a doctor's opinion stating they need to care for their child, spouse/partner, or parent as defined by OFLA/FMLA due to long-term illness or catastrophic injury.~~

~~5.~~6. The maximum number of consecutive sick leave bank days a unit member can use is sixty (60) workdays (prorated based on FTE). A unit member is not eligible for sick leave bank days if the member is receiving compensation under Worker's Compensation, long-term disability, or PERS disability.

~~6.~~7. All paid sick leave hours contributed to the sick leave bank shall be deducted by the District from the contributor's sick leave account at the time of contribution. Such contributions are irrevocable and shall remain in the bank.

~~7.~~8. A joint committee consisting of the Director of Human Resources, Payroll and Benefits Supervisor, SEA Insurance Chair and SEA Bargaining Chair will evaluate union member applications for the sick leave bank.

~~8.~~9. If the unit member disagrees with the committee's decision, the member may appeal. If the reason for the denial is based on incomplete or missing documentation the member may provide missing documents to the committee for further review. If the basis for denial is for other reasons, the member may appeal to the Superintendent and the SEA president or their designees. The decision will be binding and not grievable.

~~9.~~10. Sick Leave Bank request forms may be accessed through the District website under Human Resources in the forms directory.

J. PAID LEAVE OREGON

The Paid Leave Oregon (PLO) program will apply to all members of the bargaining unit, subject to the following:

1. Throughout a licensed staff member's PLO leave the licensed staff member will be permitted to utilize any available paid leave accruals to make up the difference between the amount provided by PLO and the licensed staff member's normal workweek, based on assigned FTE. If the licensed staff

member does not have available paid leave accruals, the District will allow the licensed staff member to utilize unpaid personal leave for the portion of each day not covered by PLO.

2. Licensed staff members on PLO leave will continue to accrue seniority and benefits, including health and pension benefits, on the same terms and conditions as if they were actively performing their job duties.

3. The District will ensure that the licensed staff member's PERS record remains in an active status while the licensed staff member utilizes PLO.

~~10.~~4. Licensed staff members requesting PLO time off will provide written notice, including an explanation for the reason the leave is requested, at least thirty (30) days before starting a period of family leave, medical leave, or safe leave. If the leave is not foreseeable (e.g., an unexpected serious health condition, premature birth of a child, unexpected adoption), the licensed staff member will be required to give notice within twenty-four (24) hours of the commencement of the leave. Failure to provide proper notice may delay PLO benefits to the licensed staff member.

5. In the event that the PLO program is discontinued, the District and the Association agree to collectively bargain the impacts of the discontinuance.