

COLLECTIVE BARGAINING AGREEMENT

2017 - 2023

between

SALEM-KEIZER SCHOOL DISTRICT 24J

and

SALEM KEIZER EDUCATION ASSOCIATION



School District 24J complies with provisions of the Fair Employment Practices Act and/or Title IX Regulations in employment and educational programs and activities.

***Amended January 2020 to reflect new language following new legislation.**

In the spring of 2021, the District and the Association agreed to a unique bargaining process that resulted in agreements on licensed salary, insurance contribution, and extensions of MOUs as agreed upon by the parties. These agreements and all other existing provisions of the collective bargaining agreement in totality shall be extended until June 30, 2023.

TABLE OF CONTENTS

	Page
Preamble.....	1
I. Association Representation and Rights	2
A. Recognition and Status of Agreement	2
B. Association Leave	2
1. Leave Days.....	2
2. New Employee Orientation	2
3. Association President's Leave	3
C. Association Activities	3
D. Joint Committees	5
II. District Functions	7
III. Grievance Procedure and Just Cause.....	8
A. Grievance Procedure	8
B. Just Cause	10
IV. Rates of Pay	11
A. Professional Compensation	11
B. Administration of Differential Schedule	11
C. Pay Column Change	12
D. Teacher Leadership Differentials	12
E. Extended Work Day/Year and Open House	13
F. Job Sharing	13
G. Retirement Incentive	13
H. Special Education Differential	14
I. Bilingual Differential	14
J. Site-Based Demonstration Teachers	14
K. National Board Certification or Doctorate Degree	14
L. Extended Season Pay	15
V. Pay Policies.....	16
A. End of Year Pay	16
B. Dues and Payroll Deductions.....	16
VI. Expenses.....	18
A. Travel Expense	18
B. Pupil Transportation	18
C. Tuition Reimbursement.....	18
D. Statewide Inservice Day	18
VII. Employee Benefits	19
A. Insurance	19
B. Public Employees Retirement System Pickup.....	19
C. Employee Assistance Plan	19
VIII. Leaves.....	20
A. Leaves with Pay	20
1. Sick Leave	20
2. Bereavement Leave	21
3. Personal Leave.....	21
4. Family Illness Leave	22
5. Legal Leave	22
6. Sabbatical Leave	22
7. Association Professional Development Leave	23
8. Military Leave	23

B.	Leaves of Absence Without Pay	23
1.	Parental Leave Without Pay	23
2.	Additional Leaves of Absence Without Pay.....	23
a.	Personal Leave Without Pay	24
b.	Service Leave Without Pay	24
c.	Medical Leave Without Pay	24
d.	Military Leave Without Pay	24
e.	Career Development Leave	24
IX.	Working Conditions	25
A.	Workweek and Workday	25
B.	Employee Preparation Time	25
C.	Outside Employment.....	26
D.	Elementary Class Loads	26
E.	Peer Assistance	26
X.	Work Dates and Holidays	27
A.	Contract Year	27
B.	Inservice Days Before School.....	27
C.	Grading Days	27
D.	School Calendar.....	27
1.	Inclement Weather	27
E.	Assignment Notification	27
F.	Summer Training for Teachers and Other Licensed Employees.....	27
1.	Notification.....	27
2.	Scheduling of Days.....	27
XI.	Transfers and Vacancies	28
A.	General Provisions	28
B.	Voluntary Transfers.....	28
C.	New Assignments	29
XII.	Employee Evaluation and Records	30
A.	Employee Evaluation	30
B.	Personnel Files	30
C.	Complaints	30
D.	Complaints by Employees	31
XIII.	Layoff and Recall.....	32
A.	Reductions in Staff	32
B.	Recall	32
XIV.	School Visitation and Educational Conferences/Meetings	33
XV.	Students	34
A.	Evaluation of Students	34
B.	District Disciplinary Policy	34
C.	School Disciplinary Policy	34
D.	Notification of Behavior Plans	35
XVI.	Nondiscrimination	36
XVII.	Personal Rights	36
XVIII.	Strike and Lockout	36
XIX.	Separability Clause	36
XX.	Sick Leave Bank	37

XXI. Safety and Medical Procedures	39
A. Protective Equipment.....	39
B. Physical Examinations.....	39
C. Medical Procedures	39
XXII. Agreement.....	40
A. Compliance Between Individual Contract and Master Agreement	40
B. Negotiation of a Successor Agreement	40
C. Duration of Agreement.....	40
Appendices	
A. 2017 Licensed Salary Schedule	41
B. 2017 Differential Schedule.....	42
C. 2021 Licensed Salary Schedule	46
D. 2021 Differential Schedule.....	47
Memorandums of Understanding	
Parent/Teacher Conference Schedule.....	50
Clarification to the Special Education Differential	52
Grading Day Meeting Black Out.....	53
HSA and 2-on-1 Contract.....	54
Site-Based ELL Facilitator Differential	55
Substitute Shortages	57
Association Vice President Leave.....	58

PREAMBLE

This Agreement is entered into this July 1, 2017 between the District School Board on behalf of the Salem-Keizer School District 24J, herein referred to as the "Board" or "District", and the Salem Keizer Education Association, herein referred to as the "Association".

ARTICLE I

ASSOCIATION REPRESENTATION AND RIGHTS

A. Recognition and Status of Agreement

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

B. Association Leave

1. Leave Days

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

2. New Employee Orientation Association Leave

- a. **The Association shall be allowed up to thirty (30) days of leave per year for Association Representatives to meet with new employees. This leave may be used in increments of one (1) hour. Such leave shall be granted upon request of the Association President or Vice President. The Association shall be billed for substitute costs for each instance of actual substitute usage.**
- b. **Within 30 days of a new employee's hire date, the Association Representative shall be entitled to one period of at least 60 minutes, but no more than 120**

minutes, within the new employee's contract day to meet with the employee in accordance with Article I.C. If there is not a period of at least 60 continuous minutes within the new employee's contract day for this meeting, then this may take place in two separate meetings of at least 30 minutes. If the Association Representative must leave their own worksite to meet with the new employee, the Association Representative shall use leave in accordance with Article I.2.a.

- c. The Association shall track time used under this section and provide the District a report of Association Leave time used in a digital file format. The report will be sent to the District within ten (10) business days the month following the month any Association Leave time was used. The report shall include the Association Representative name, time used, and date of usage.

3. Association President's Leave

- a. Upon request by the Association prior to June 1, the District will grant the Association President a leave of absence without pay for **their** term of office. Such leave guarantees return to the same position or to a comparable position. Upon return to a District position, the SKEA president shall be placed on the salary schedule at the level which **they** would have achieved had **they** remained actively employed in the District. Furthermore, the SKEA president shall accrue all benefits in the same manner that **they** would have accrued benefits had **they** remained actively employed in the District. This unpaid leave shall be for the President to carry out the statutory duties of the Association as exclusive representative in collective bargaining, contract administration, grievance processing during the life of the contract, and related activities bearing a direct relationship to labor-management relationships between the Association and the District.

(1) Any designated representative who is on a full-time release may resign from their Association position at any time for any reason. The District will place the employee in a position comparable to their previous District position within 60 days of notice from the Association.

(2) In the event that the representative resigns from the full-time release position for a qualifying OFLA/FMLA medical leave, the District will appropriately designate the leave and facilitate all compensation per District policy and state and federal leave laws.

- b. The Association shall reimburse the District the total cost (salary, payroll, and fringe benefits) of the average teacher's salary for that year as determined on the October 1 scatter gram of the teacher salaries from All Funds or the actual President's salary, whichever is less.
- c. The District agrees to process the differential salary provided to the SKEA president by the Association as a part of the president's salary which the Association currently reimburses and is now processed by the District. It is understood that this proposal will not result in any added costs for the Employer, and the Association agrees to hold the Employer harmless from any legal liability that might result from this contractual provision.

C. Association Activities

- 1. Interschool mail facilities, including the email system, may be used by the Association to communicate with bargaining unit employees regarding (1) collective bargaining; (2) grievances and other disputes relating to employment relations; and (3) matters involving the Association governance and business. District policy and practices governing computer and email usage shall apply

2. **Association representatives may meet with bargaining unit members outside of the workday without limit. The Association may use school facilities for those meetings so long as they do not interfere with the District’s operations.**
3. **Once monthly, an Association representative may request to be placed on the agenda of a regularly scheduled building led meeting even if the meeting includes some professional development, or for District-wide meetings held for non-classroom-based educators and professionals (such as meetings of psychologists, librarians, SpEd staff), for the first 15 minutes of an a.m. or last 15 minutes of a p.m. meeting, or as agreed upon by the Association representative and the building administrator. The District will approve the request and administrators will not remain in attendance at the Association meeting unless invited.**
4. **In addition, on request, an Association representative shall be allowed to make brief announcements and respond briefly to questions during professional meetings.**
5. **Association representatives may meet with educators during the workday whenever educators are not responsible for student supervision or attending other District-directed activities.**
 - a. **Permissible time for Association access during the workday includes:**
 - (1) **Non-student contact time before or after the student instructional day starts, so long as the educator is not responsible for student supervision or otherwise engaged in a District-directed activity.**
 - (2) **Educator preparation time or other similar “educator-directed” time, including “educator-directed” time on grading days and in-service days, with the educator’s permission. Educators who choose to meet with the Association during their preparation period shall not be entitled to additional compensation for lost prep time pursuant to Article IX.B.**
 - (3) **The educator’s duty-free lunch.**
 - (4) **For non-classroom educators and professionals, such as “teachers-on-special-assignments,” counselors, librarians and SpEd case managers and specialists, all work time, except time expressly scheduled for a work activity (such as a previously scheduled classroom observation, class observations, and meetings with parents or other educators).**
 - b. **Association representatives may not meet with educators during “District-directed” activities or while supervising students.**
 - (1) **“District-directed activities” include but are not limited to staff meetings, PLC/Data Team meetings, and IEP meetings. If an Association representative seeks to meet with an educator when a District-directed activity is scheduled (unless previously arranged or covered as Association release time), the District has no obligation to release the educator.**
 - (2) **“Student supervision” includes instructional time and assigned duty time but does not include other time when a student may “drop-in” to an educator’s classroom at the educator’s discretion.**

- c. **Association access during the work day may not unreasonably interfere with an educator's ability to complete work-related tasks. Administrators will be encouraged to communicate directly with Association representatives if they have concerns. If the concerns are unresolved, then they may be addressed in labor management meeting.**
 - d. **Association representatives do not need to seek permission before entering a District building but agree to provide advance courtesy notice when appropriate. In addition, they will sign in and out of the building as directed by office staff.**
6. **Authorized representatives of the Association will be designated by SKEA and may include Oregon Education Association or National Education Association employees, volunteers and retirees. However, any Association representative entering school buildings will be subject to whatever background check and/or policies which are generally required for adults entering a District building who are not working directly with students. In addition, prior to having access to the building, the Association will provide the District with the names of authorized volunteers and retirees in advance. Authorized Association representatives will be provided with visible SKEA identification.**
 7. The Association may be required to reimburse the District for any reasonable and significant costs incurred by the District as a result of D, 1 and D, 2 of this Article. Additionally, the Association agrees to hold the District harmless from any damage awards or litigation expenses which might result from implementing sections D, 1 and D, 2 of this Article.
 8. Appropriate Association representatives shall be allowed release time without loss of compensation when required by the District to meet with District personnel on matters relating to grievances that have been filed or scheduled negotiations.
 9. Association Meetings: Association Representative Assembly and SKEA Board of Director meetings shall be placed on the District calendar. The District shall not schedule any "required attendance" meetings for representatives at a time that would conflict with the nine (9) Association Representative Assembly and/or nine (9) SKEA Board of Director meetings to be held during each year of this contract. If an Association representative is working hours that would extend beyond 4:00 p.m. on the date of a scheduled Representative Assembly meeting or Board of Director meeting, the representative shall be given "release time" beginning one- half hour prior to the scheduled start time of the Association meeting so that the member can attend the meeting.
 10. Upon request, the District agrees to furnish the Association with readily available public information for utilization as the exclusive collective bargaining representative. The Association agrees to reimburse the District for actual costs incurred in development and delivery of such information.
 11. Union material may be distributed to staff mail boxes during non-student contact time.
 12. The Association shall have a period of at least 60 minutes, but no more than 120 minutes, to meet with new employees during District scheduled new employee orientations. For orientations where the number of new employees exceeds 15, the minimum amount of time shall be 90 minutes. This time shall be paid time for new employees. The requirement of Article I B.2.b. shall be considered satisfied for new employees attending District scheduled new employee orientations.

D. Joint Committees

1. The Association President shall make Association representative appointments.
2. Salem Keizer Education Association representatives shall comprise half (or proportionate share) of the District staff representation on each of the following joint committees:

- (a) Calendar Committee;
- (b) Student Behavior Committee
- (c) Evaluation Committee
- (d) Report Card Committee;
- (e) Professional Action Committee for Education (PACE) Committee
- (f) Sick Leave Bank Committee (see Article XX)
- (g) Sabbatical Committee (See Article VIII, A.6)
- (h) Technology Committee

3. There shall be at least one Salem Keizer Education Association representative on the:

- (a) Safety and Security Committee
- (b) Labor Management Committee

4. Professional Development Committee

- (a) Salem Keizer Education Association representatives shall comprise half of the Professional Development Committee.
- (b) This committee shall have decision power over the funds it administers.

5. Mentor Committee

- (a) Works in collaboration with the mentor administrator.
- (b) Reviews and provides input into the mentor matches.
- (c) Reviews the overall program and provides recommendations for improvements.

ARTICLE II DISTRICT FUNCTIONS

- A. It is recognized that the Board has and will continue to retain the rights and responsibilities to operate and manage the school system and its programs, facilities, properties, and activities of its employees, EXCEPT AS LIMITED BY THIS AGREEMENT AND APPLICABLE STATE LAW.
- B. Without limiting the generality of the foregoing (paragraph "A"), it is expressly recognized that the Board's operational and managerial responsibility includes:

The right to determine location of the schools and other facilities of the school system.

The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment, procedures, and public relations.

The determination of the management, supervisory or administrative organization of each school, or facility in the system and the selection of employees for promotion to supervisory, management, or administrative positions.

The maintenance control and use of the school system properties and facilities.

The determination of safety, health, and property protection where legal responsibility of the Board or other governmental unit is involved.

The right to enforce policies, rules and regulations now in effect, and to establish new policies, rules, and regulations from time to time not in conflict with this Agreement.

The direction and arrangement of all the working forces in the system, including the right to hire, suspend, discharge, or discipline employees.

The creation, combination, modification, or elimination of any teaching position.

The determination of the size of the working force, the allocation and assignment of work to employees, the determination of policies affecting the selection of employees, and the establishment of quality standards and judgments of employee performance.

The APPROVAL AND AUTHORIZATION of the processes, techniques, methods, and means of teaching, and the subjects to be taught.

The right to schedule classes and assign work loads and to APPROVE AND AUTHORIZE textbooks, teaching aides, and materials.

Nothing in the Agreement shall limit in any way the District's contracting or subcontracting of work or shall require the District to continue in existence any of its present programs in its present form and/or location, or on any other basis.

ARTICLE III

GRIEVANCE PROCEDURE AND JUST CAUSE

A. Grievance Procedure

1. Definitions:

Grievance: A claim by an employee or the Association based on the interpretation or application of this Agreement.

Grievant: The employee, group of employees, or the Association that alleges a violation of this agreement.

Days: Working school days. Weekend or vacation days are thus excluded.

Immediate Supervisor: The individual who has the administrative authority to resolve the grievance.

Employee: Any member of the bargaining unit.

2. General Provisions Related to Grievance Procedures:

- a. Whenever possible, grievances will not be heard during the working hours of the grievant. However, should investigation or processing of any grievance require that an employee be released from their regular assignment, the employee shall be excused without loss of pay or benefits.
- b. The Board acknowledges the right of the grievant to have the Association grievance representative and/or legal counsel present in the processing of a grievance at all levels, and no employee may be required to discuss any grievance without such representation and/or counsel.
- c. All documents, communications, and records dealing with the processing of a grievance shall be filed in the grievance file, which shall be maintained apart from the personnel file, along with any statement the employee may wish to make.
- d. Nothing contained in this grievance procedure shall prevent any individual from initiating a grievance against the District even though the Association may not support **them**. The number of days indicated at each step shall be considered as maximum. Time limits may be extended by mutual consent of both parties. The parties shall make every reasonable effort to expedite the processing of grievances filed near the end of the school year.
- e. Procedures may terminate at any level if the complainant so indicates in writing or fails to pursue their complaint within the specified time limit. Such termination shall be without prejudice and shall not establish precedent for future grievances.
- f. When a grievance is filed that similarly affects an identifiable group of employees, the Association shall have the right to process the grievance on behalf of such employees. The grievance shall be sufficiently specific to allow the District to respond without need for research on each employee allegedly harmed. In processing the grievance, the Association shall follow all contractual procedures, including the informal discussion.
- g. In accordance with the Association's responsibilities to provide fair representation for all employees, at the Association's request the District will provide to the Association information needed to process each grievance, providing the Association will pay the cost of preparing materials not readily available.
- h. There shall be no restraint, interference, discrimination, or reprisal on any employee choosing to use, or refrain from using, this procedure for resolution of grievances, nor shall there be any restraint, interference, discrimination or reprisal exerted on any

witness or others who might be a party to, or contribute to, the solution.

THIS SECTION IS NOT GRIEVABLE BUT ANY VIOLATION OF ORS 243.672 MAY BE ADDRESSED BY THE ASSOCIATION FILING A COMPLAINT WITH THE EMPLOYMENT RELATIONS BOARD.

3. Levels of Grievance Procedures:

- a. Level One: Informal Discussion: Within thirty (30) days of the time the grievant first had knowledge or reasonably should have had knowledge of the action upon which the grievance is filed, they will discuss the grievance with the immediate supervisor, with the objective of resolving the matter informally.
- b. Level Two: If the grievant is not satisfied with the disposition of their grievance, they may file a written grievance with their immediate supervisor. If the written grievance is not filed within thirty-five (35) days after the act or condition on which the grievance is based becomes known to the grievant, the grievance shall be considered as waived. This written grievance shall set forth the specific grounds upon which the complaint is based, the contract clauses involved, and the remedy requested. The immediate supervisor shall communicate their decision in writing within five (5) days to the grievant.
- c. Level Three: If the grievant is not satisfied with the disposition of their grievance at Level Two, or if no decision has been rendered within ten (10) days, after the grievance was delivered to the Supervisor, the grievant may, within ten (10) days, request in writing that the Association submit the grievance to arbitration. A copy of each request shall be delivered to the District. If the Association so determines, it may submit the grievance to arbitration within fifteen (15) days after receipt of a request by the grievant.
- d. Within ten (10) days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Employment Relations Board (ERB) by either party.

The arbitrator so elected shall confer with the representatives of the Board and the Association, and hold hearings promptly and shall issue a decision. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall have the power only to interpret this Agreement and determine if it has been violated. The decision of the arbitrator shall be submitted to the Board and the Association, and shall be final and binding on both parties.

4. General provisions related to Arbitration:

- a. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred, including the cost of witnesses, shall be paid by the party incurring the expenses.
- b. No issue whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place following the execution date of this Agreement, and no arbitration determination or award shall be made by the arbitrator which grants any right or relief for any period of time whatsoever prior to the execution date of this Agreement.
- c. The arbitrator shall not have the authority to reinstate an employee who has been dismissed or whose contract has not been renewed.

B. Just Cause

1. The Association has recognized in another section of this contract the right of the Board to establish and enforce rules and regulations, not in conflict with this Agreement and to discipline professional employees for violation of these rules and regulations. However, no employee will be disciplined without just cause and unless the generally accepted rights of due process are protected. Employees accused of violating rules and regulations calling for disciplinary action shall have written notice of the charges.
2. Section B, Just Cause, does not apply to the dismissal or non-extension of a contract or probationary teacher or the non-renewal of a probationary teacher's contract (such matters are excluded because they are governed by the Fair Dismissal Law), nor does it apply to assignment to or retention in Differential (extra duty) or Teacher Leader assignments.
3. The dismissal or termination of employees not covered by the Accountability for Schools for the 21st Century (the Fair Dismissal Law, ORS 342.805-955), shall be governed by the following:
 - a. Employees not covered by the Fair Dismissal Law who have not completed three (3) years continuous employment with the District are not subject to the just cause standard. They shall be given a written copy of the reasons for dismissal, and upon written request within fifteen calendar days, shall be provided a hearing pursuant to the provisions of ORS 332.544. Upon request of the employee, Association representatives shall be allowed to attend the hearing. The decision of the School Board on the matters presented at that hearing shall be final.
 - b. Employees not covered by the Fair Dismissal Law who have completed three (3) years continuous employment with the District may appeal a dismissal to arbitration under the same standards and terms and conditions as set forth in ORS 342.905(6). When the Fair Dismissal Appeals Board panel has completed its hearing, it shall prepare a written decision and send it to the contract teacher, the district superintendent, the district school board and the Superintendent of Public Instruction. The Fair Dismissal Appeals Board panel shall determine whether the facts relied upon to support the statutory grounds cited for dismissal or non-extension are true and substantiated. If the panel finds these facts true and substantiated, it shall then consider whether such facts, in light of all the circumstances and additional facts developed at the hearing that are relevant to the statutory standards in ORS 342.865 (1), are adequate to justify the statutory grounds cited. In making such determination, the panel shall consider all reasonable written rules, policies and standards of performance adopted by the school district board unless it finds that such rules, policies and standards have been so inconsistently applied as to amount to arbitrariness. The panel shall not reverse the dismissal or non-extension if it finds the facts relied upon are true and substantiated unless it determines, in light of all the evidence and for reasons stated with specificity in its findings and order, that the dismissal or non-extension was unreasonable, arbitrary or clearly an excessive remedy.
 - c. Article III, A. 4.c. will not apply to this section.

ARTICLE IV

RATES OF PAY

A. Professional Compensation

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

The District and the Association agree to increase the 2020-21 base schedule by 3.0% for the 2021-22 fiscal year on July 1, 2021.

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

B. Administration of Differential Schedule

1. The Differential Schedule 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 are factored from the BA+0 hours or MA+0 hours, step 4 pay column. Hence, if an employee is a first-time club advisor under Range 902, they will receive an annual differential amount of \$593.00 which is 1.5 percent of Step 1 on the BA+0 hours pay column for the 2017-2018 contract year.
3. An employee will not necessarily be at the same step of the differential schedule that they are on the teacher 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 varsity level.
 - c. Prior experience will be evaluated to determine placement on the differential schedule. Full credit will be given for comparable coaching experience in other districts.
6. Except for the Compensation schedules, the Collective Bargaining Agreement shall not apply to extra-duty assignments: Extra-duty assignment shall be considered supplementary to a teacher's basic contract and compensation or to other employees' compensation. 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.

7. In the event a coach does not complete the coaching season, they shall receive no compensation for that part of the season 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 teacher has resigned the position, the teacher shall be compensated no less than the sum of \$150.
8. When two (2) or more positions are consolidated, pay shall be seventy-five (75%) of the total pay of the positions consolidated. Example: an individual who coaches both the boys' and girls' senior high gymnastics will be compensated at the differential factor of 16.0 (2 x 10.5 = 21; 75% of 21 = 16).
9. The Differential schedule for Employees for Activities involving supervision of students beyond the regular employee day shall be set forth in Appendix B of this Agreement.

C. Pay Column Change

1. An employee who completes course work which qualifies them for a change from one training level to another during the year, shall submit evidence of satisfactory completion to the District by September 15th or February 15th 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, and audiologists, advancement on the salary schedule may be based on Continuing Education Units (CEU's) equivalent to college credit. In order to substitute CEU's for college credit, ten (10) clock hours of CEU's will equate to one (1) quarter hour of college credit. Employees must provide a certificate of completion as verification for each clock hour submitted. The certificate must indicate the number of clock hours and identify subject area and date of attendance.

D. Teacher Leadership Differentials

1. Teacher differentials listed below provide compensation for licensed teachers assigned on an annual basis to provide professional leadership services rendered both within and outside the regular teaching day.
2. Teacher differentials are compensated as follows:

<u>Position</u>	<u>Percent of Salary of M+O hours, step 4 Experience Salary</u>
TAG Advocate (small elem. schools*)	1.2
Middle School Activity Advisor	1.5
TAG Advocate (large elem. schools)	2.4
Teacher, Media Specialist, Lead, High School	3.1
Elementary Team Leader	7.0
Middle School Team Leader	7.0
High School Site Council Chair/Facilitator	7.0
Program Assistant	8.0
High School Department Coordinator	9.1
High School Activity Advisor	9.1
Program Associate	9.1

*Small schools are defined as those with a student population of fewer than 200 as of October 1 of a given year. The teacher leader work load and time requirements for this differential are expected to be similar to those of department coordinators at the high schools and the team leaders at the middle and elementary schools. Most work of the teachers receiving this differential should be accomplished inside the contracted work week. The differential is intended to compensate the teacher for the additional leadership responsibilities and time spent beyond the normal workday. If days are required beyond the contract year, compensation will be provided.

School psychologists shall receive differential compensation based on 30 percent of their actual salary.

E. Extended Work Day/Year and School Event

1. An employee who is required to work beyond the contract year shall be paid at the per diem rate of their annual salary.
2. An employee who is employed in a professional capacity beyond the regular workday shall be paid at the employee's per diem hourly rate.
 - a. Upon employee request and with documented approval of the employee's supervisor, in lieu of pay, the District will allow flex time off.
 - b. Situations which formerly qualified for flex time--such as open house, orientation, back-to-school night, field trip, in-school parent conference--shall also be subject to the provisions of this section.
 - c. The provisions of this section shall not apply to one (1) school event outside scheduled contract hours (approximately 1.5 hours) per school year.
 - d. Any flex time accrued must be used within the school year in which it was earned during non-student contact time.
3. The employee's per diem hourly rate shall be paid for work required on weekends.
4. A new employee required by the District to work beyond the teacher contract year shall be compensated at the per diem rate of their annual salary.
5. 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).

F. Job Sharing

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

G. Retirement Incentive (ERI)

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

1. Such employee will have given the District a minimum of sixty days' notice of early retirement.
2. In order to be eligible for the benefit an employee must have been regularly employed for ten (10) years in the District, the last three years of which must have been consecutive.

3. In order to be eligible for the benefit 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 early retirement benefits is subject to the conditions listed in the opening paragraph of Section G and is limited to teachers who were employed by the district on March 4, 2005.
 - a. Employees who retire early (between age 55 and 65), after June 30, 2017, qualify for sick leave buy back of up to 200 days of unused leave at \$50 per day. This benefit does not affect using sick leave in PERS retirement calculations. Eligibility for sick leave buy back benefits is limited to teachers who meet the criteria set forth above and who were employed by the district on March 4, 2005.
5. Retiring employees may elect to continue participation in District group insurance plans, at their own expense, in accordance with state law, insurance company rules, and District procedures.

H. Special Education Differential

Special education instructors, nurses and speech/language pathologists shall receive a differential of 7.1% per year based on the rate of MA + 0 hours, step 4. This differential shall be pro-rated based on FTE.

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 beyond the normal workday. If days are required beyond the contract year, compensation will be provided.

I. Bilingual Differential

Classroom teachers who are assigned to work as a teacher in a bilingual setting in which the second language is a requirement of daily instructional delivery shall receive a differential of 4% per year based on the rate of MA+0, step 4. This does not include world language teachers.

J. Site-Based Demonstration Teachers

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

K. National Board Certification or Doctorate Degree

An employee who holds national board certification or a doctorate degree granted by an accredited college or university shall receive a one-time stipend of \$1,000. This stipend shall be

issued one time only during the employee's career in the District. If the employee is less than full-time, the stipend shall be prorated based on the ratio of the employee's workweek to the normal full-time workweek.

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

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

L. Extended Season Pay

1. Oregon School Activities Association (OSAA) – recognized team sports (baseball, basketball, football, soccer, softball, volleyball) extended compensation shall be paid to varsity coaches involved in competition beyond the district level that is not part of the regularly scheduled season.

The following coaches are eligible for extended season pay:

- a. Baseball (one head coach and one assistant coach)
 - b. Basketball (one head coach and one assistant coach)
 - c. Football (one head coach and two assistant coaches)
 - d. Soccer (one head coach and one assistant coach)
 - e. Softball (one head coach and one assistant coach)
 - f. Volleyball (one head coach and one assistant coach)
2. Compensation for extended season shall be based on a weekly rate calculated on an average twelve-week season (8% of the extra duty differential).
 3. The extended week will start the first day following the adopted end of season date for each sport as established by the OSAA.

ARTICLE V

PAY POLICIES

A. End of Year Pay

- 1. Each employee shall be paid on basis of twelve (12) payments, the last working day of the month.
- 2. Prior to the end of the fiscal year, June 30, the balance of contract payments will be made by three (3) checks/transfers.

B. Dues and Payroll Deductions

- 1. **The District will deduct dues, fees, and any other assessments or authorized deductions from the employee’s payroll and issue to the Association in accordance with the payroll-deduction authorizations signed by members. The Association will provide the District with a list identifying the employees who have authorized dues deductions and the amount to be deducted. The District shall rely on the list to make the deductions and remit payment to the SKEA-OEA-NEA (United Teaching Profession). The Association will provide the District with the list annually by October 10 (or the next regular business day) of each year.**

The District shall deduct monthly dues from the regular salary checks of employees in nine (9) equal payments starting in October and ending in June, each month that deductions are authorized. Changes to the dues deduction list must be delivered to the District by the 12th of the month prior to the effective payroll date upon which the deduction is to be made. If the District fails to make an authorized deduction and remit payment to the Association, the District will be liable to the Association, without recourse against the employee, for the full amount that the District failed to deduct and remit to the Association.

- 2. A list of employees on Association dues deduction shall be sent to the Association, together with the remittance due to the United Teaching Profession within ten (10) days after the monthly salary payment has been received by the employees of the District.
- 3. Upon appropriate written request from the employee, the District shall deduct from the salary of any employee and make appropriate remittance for the following approved deductions:

- Savings Bonds
- United Way
- Board Approved Insurance Programs
- Marion-Polk Credit Union
- Tax Sheltered Annuity
- Salem Keizer Education Foundation
- OEA Foundation
- NEA Fund for Children
- OEA PIE
- Salem Keizer Political Action Committee

- 4. **The District shall provide to the Association five times annually on August 1, September 12, October 15, February 10, and May 25 (or the last business day prior to the date) in an editable file format, the following information for each employee in the bargaining unit:**
 - a. **Employee name and date of hire**
 - b. **All known phone numbers to include: cellular, home, and work**
 - c. **Work and personal email addresses**
 - d. **Home address or personal mailing address**
 - e. **Employee number and FTE**
 - f. **Job title, physical work location, current position on salary schedule, and any differentials**

The Association will be advised via electronic communication of new hires within ten (10) calendar days of hire. This communication will include the information outlined above in Article V B.4 for each new hire in an editable file format.

5. The District, at employee's request, will correct any District payroll error within five (5) working days of the employee's request.
6. **The Association agrees to indemnify, defend, and hold the District harmless from employee or former employee claims, orders, or judgments against the District concerning the dues deductions procedures outlined in this agreement.**

The Association's obligations are contingent upon the District: 1) giving the Association at least 30 days notice, in writing of any claim; 2) cooperating with the Association and its designated counsel in the defense of the claim.

In the event the District properly invokes this provision, the Association will provide the attorney to defend against the claim. In the event the District wishes to use its own attorney, the District will pay the fees and costs of said attorney.

ARTICLE VI EXPENSES

A. Travel Expense

- a. An employee shall receive travel expenses at the non-taxable mileage rate allowable under IRS rules when required by the District to use their automobile on District business.
- b. When an employee is required by the District to be out of town overnight on District business they shall be allowed per diem in accordance with District travel policies FIS-A001, FIS-P004 and FIS-W005, for meals with the exception of banquets, and reasonable expenses for lodging.

B. Pupil Transportation

An employee transporting students, with the advance approval of principal or immediate supervisor, shall be compensated at the non-taxable mileage rate allowable under IRS rules for use of **their** own automobile while on school business.

C. Tuition Reimbursement

- a. At employee request the District shall provide tuition reimbursement/professional development using hourly rates charged at Western Oregon University for up to three (3) undergraduate or three (3) graduate hours per fiscal year, up to a maximum of \$1,000 per member not to exceed the funds designated by the Professional Development Committee and provided the tuition is not otherwise paid for from another grant or program. At District option the District may limit its expenditures for this provision to \$138,000 annually.
- b. Employees may seek tuition reimbursement for completion of Continuing Education Units (CEU's) on a prorated basis within their area of licensure. In order to substitute CEU's for college credits, 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.
- c. In addition, the District shall provide tuition reimbursement for courses it requires employees in the District to complete.
- d. Prior written approval must be obtained from the District before registering for such courses, and reimbursement will conform to procedures established by the Superintendent or **their** designee.

D. Statewide Inservice Day

- a. The District will reimburse each employee driver for mileage driven at the non-taxable mileage rate allowable under IRS rules. In addition to mileage reimbursement, the District shall reimburse each Statewide Inservice Day participant for up to \$20 of registration fees annually. Each employee shall make a reasonable effort to car pool. Carpooling, however, shall not constitute a prerequisite for funding under the provision.

ARTICLE VII

EMPLOYEE BENEFITS

A. Insurance

1. The maximum District contribution for plans selected will be \$1,245 for the 2017-18 insurance year, \$1,270 for the 2018-19 insurance year, \$1,310 for the 2019-20 insurance year, and \$1,350 for the 2020-21 insurance year.

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

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

B. Public Employees Retirement System Pickup

The District shall not withhold from employee's monthly salaries the contributions required by O.R.S. 238.200; and shall continue to "pick up", assume, and pay a six percent (6%) employee contribution to the Public Employees Retirement Fund for the employee members then participating in the Public Employees Retirement System. Such "pick-up" or payment of employee member monthly contributions to the system shall continue until the termination of this agreement. Should the statutory established pick-up rate fall below six percent (6%), the BA+0 hours, Step 1, salary schedule figure shall be increased by one and one-half percent (1.5%) for each one percent the pick-up rate is lowered. The full amount of required employee contributions "picked up" or paid by the District on behalf of the employees pursuant to this agreement shall be considered as "salary" within the meaning of O.R.S. 238.005 (8) for the purpose of computing an employee member's "final average salary" within the meaning of O.R.S. 238.005 (12) but shall not be considered as "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to O.R.S. 238.200. Such "picked-up" or paid employee contributions shall be credited to employee accounts pursuant to O.R.S. 238.200 (2) and shall be considered to be employee contributions for the purpose of O.R.S. 238.005 to 238.325.

C. Employee Assistance Plan

The District will provide an Employee Assistance Plan (EAP) which allows each employee to refer themselves confidentially to the EAP provider. To protect confidentiality, any data which the provider transmits to the District shall be summary only. The Employee Assistance Plan will include individual and/or family counseling.

ARTICLE VIII

LEAVES

A. Leaves with Pay

1. Sick Leave

- a. In accordance with provisions of ORS 332.507, an annual ten (10) days of sick leave with pay shall be allowed each employee who is employed for a full school year. Eleven (11) days shall be allowed for each employee who is employed on an extended contract of 220-239 work days per year, and twelve (12) days shall be allowed for each employee who is employed on an extended contract of 240 or more days per year. Sick leave not used shall be cumulative without limit, and may be used at a future time subject to the following conditions:
- (1) An employee who serves for a fraction of the school year or school day shall receive benefits on a prorata basis.
 - (2) Certification of one or more physicians that an illness or injury prevents an employee from carrying on the employee's duties will not usually be required unless the employee is absent in excess of ten (10) consecutive contract days. The District may require such certification as a condition of allowance of sick leave at any time if it appears that an employee may be abusing sick leave privileges, or when an employee is absent in excess of ten consecutive contract days.
 - (3) An employee who is assigned for a school year but is unable to assume assigned duties at the start of that year shall be allowed sick leave up to, but not to exceed the maximum accumulated prior to the start of that year, to be paid the same as though the sickness or injury had been incurred after a return to duty for the school year.
 - (4) If medical evidence indicates the employee could return to duty, and fails to do so upon written request, employment may be terminated by the School Board, as recommended by the Superintendent.
 - (5) An employee shall not consider sick leave as a right which allows absence at any time for other than personal disability resulting from illness or injury, or that of a family member, and sick leave shall not be considered as available upon separation of employment, either in time or in dollars.
 - (6) At the time of original employment or subsequent reemployment by the District, an employee who was previously employed in an Oregon school district shall be credited with unused sick leave accumulated in and reported by such prior district or districts; provided, however, that:
 - (a) In the calculation no single sick leave day will be counted more than once.
 - (b) Such sick leave will not be credited to the employee's account until the employee has completed thirty (30) working days with the District.
 - (7) Sick leave will not be earned during a period when an employee is on leave without pay.
- b. An employee on sick leave shall not engage in other form of employment during the usual hours of service to the District without obtaining the approval of the District prior to the start of such employment.

- c. The absence of an employee, because of illness or accident for which they receive compensation from the District workers compensation insurance carrier shall be considered as sick leave. Such compensation for the time lost (but not disability settlements) shall be deducted from sick leave compensation paid to the employee by the Salem Keizer School District. However, the amount of sick leave time charged against the employee's sick leave account shall be only that portion of each day for which the employee is actually compensated by the District.

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

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

2. **Bereavement Leave**

- a. Bereavement leave with pay, not to exceed five days per bereavement, shall be granted each employee due to the death of a member of the immediate family. The immediate family shall be defined as parents, in-laws, to include spouse, qualified domestic partner, children (including step-children and children towards whom the employee stands in loco parentis), grandparents and grandchildren, brother and sister (including step-brother and step-sister), uncle, aunt, nephew, and niece. The purpose of this leave is to allow the employee the necessary time to attend the funeral and to take care of other necessary arrangements.
- b. Up to one-half day of bereavement leave will be granted to attend the funeral of a close personal friend one time per year. The supervisor will work with employees to have representatives of the staff attend the funeral of a student, a colleague or close relative of a colleague.

3. **Personal Leave**

- a. Three (3) days of personal leave with pay shall be granted to each full-time employee who is contracted for the total school year. This leave is non-accumulative. The leave is to be taken in accordance with the conditions below:
 - (1) The leave will not be used to participate in Association activities.
 - (2) The leave will not be used to seek or accept employment elsewhere unless the employee has been non-renewed or non-extended.
 - (3) The leave will not be used for personal illness unless all accumulated sick leave days have been exhausted.

Personal leave may not be granted during the first five student days or the last five student days of the school year, nor four (4) days immediately prior to winter or spring break or one (1) day immediately after winter or spring break, nor the day prior to a holiday. Exceptions may be made for once-in-a-lifetime events (i.e. son or daughter's wedding, graduation). Emergency leave for an event which is beyond the control of the employee may be used during these periods when personal leave is not allowed.

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

4. Family Illness Leave

- a. Leave with pay, in addition to covering disability of an employee shall also cover absence, not to exceed five (5) days per school year, due to illness of a member of the immediate family of the employee. The immediate family shall be defined as blood relations and in-laws, to include spouse, children (including step-children and children towards whom the employee stands in loco parentis), parents (including step-parents), grandparents and grandchildren, brother and sister (including step-brother and sister), uncle, aunt, nephew, and niece. When the family member resides outside the employee's household, the illness must be serious in order for the employee to take leave.
- b. An employee who serves for a fraction of the school year or school day shall receive benefits on a prorata basis.

5. Legal Leave

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

- a. If an employee must appear in court on their own case, the pay of a substitute shall be deducted from the individual's salary. However, no deduction shall be made from the salary of an employee for required appearances in court or before any governmental body when such appearance is required by the District.
- b. If an employee is called for jury duty, or is subpoenaed as a witness in a case in which they are not personally involved, no salary deduction will be made.

6. Sabbatical Leave

- a. The District will grant sabbatical leave annually to a maximum of ten (10) FTE SKEA bargaining unit members who submit proposals that are consistent with the purpose of increasing the bargaining unit member's knowledge or developing skills related to his or her present position or for another educational position to which the teacher aspires.
- b. A committee of three teachers appointed by the president of the Salem Keizer Education Association and three administrators appointed by the employer shall review all proposals and make recommendations to the School Board.
- c. An application for a sabbatical leave shall be filed with the Human Resources Director not later than April 1 of the school year prior to the requested leave, and shall set forth the purposes for which the leave is requested and the procedures to be followed. The applicant shall be notified within thirty (30) days of filing on action taken upon their request.
- d. Provisions: A teacher who has completed seven years' service in the District, the last four of which shall be consecutive, may apply for a sabbatical leave for one year. During said sabbatical leave the teacher shall be considered to be in the employ of the Board and shall be paid 3/4 of their annual salary, and shall receive normal fringe benefits other than sick leave accrual.
- e. Return from Leave: Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which they would have achieved had they remained actively employed in the system during the period of absence.
- f. A teacher requesting sabbatical leave for travel shall at the time of application, present

the District with a complete itinerary and an analysis of the value of the trip for the purpose of teaching in the District. A detailed report of the travel shall be prepared and presented to the District at the conclusion of the leave.

- g. Teachers who have received the benefit of sabbatical leave and who do not remain as an employee of the District for at least one (1) year subsequent to such leave, may, at the option of the District, be required to reimburse the District for all salaries and benefits received during such leave. All reimbursement obligations will be considered void when a teacher completes two (2) years with the District subsequent to return from sabbatical leave.

7. Association Professional Development Leave

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

8. Military Leave

Military leave will be provided in accordance with State and Federal law currently listed as ORS 659a.093, ORS 659a.171 and USERRA.

B. Leaves of Absence Without Pay

1. Parental Leave Without Pay

- a. An employee shall be granted leave up to one (1) calendar year upon request for purposes of childbirth and for care of natural or adopted infant children subject to the following conditions:
 - (1) The beginning and end of such leave shall be determined by employee.
 - (2) An individual assigned to an elementary school who takes parental leave without pay beginning January 1 or after will upon request be granted leave through the end of the next school year.
 - (3) An individual assigned to a secondary school who takes parental leave without pay beginning second semester or after will upon request be granted leave through the end of the next school year.
- b. A probationary teacher who is granted parental leave without pay shall comply with the requirements of ORS 342.815 (6) and ORS 342.840 provided that the requirement of at least 30 consecutive days of employment in any one year shall be waived for purposes of preserving the continuity of employment.
- c. An employee who is granted parental leave without pay during a given school year shall have that year counted as a full year of experience on the salary schedule only if the teacher has taught a minimum of one hundred and thirty-five (135) (or more) days in that year.

2. Additional Leaves of Absence Without Pay

A contract employee may be granted a leave of absence in circumstances which may have potential value to the instructional program and for such other reasons as the District may deem appropriate. All requests shall be submitted to the District in time to allow a reasonable review.

A response to such a request shall be given in time to allow the employee adequate notice of its disposition prior to the period for which the leave is being requested.

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

a. **Personal Leave Without Pay**

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

b. **Service Leave Without Pay**

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

c. **Medical Leave Without Pay**

Medical leave without pay on account of the personal illness or injury of an employee shall be granted for the remaining period of disability after sick leave with pay has been exhausted, subject to the following conditions:

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

d. **Military Leave Without Pay**

Military leave will be provided in accordance with State and Federal law currently listed as ORS 659a.093, ORS 659a.171 and USERRA.

e. **Career Development Leave**

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

ARTICLE IX WORKING CONDITIONS

A. Workweek and Workday

1. The normal workweek (Monday through Friday) of employees shall be forty (40) hours a week, including a 30-minute duty-free lunch period each day. Employees starting and release times may vary, depending on building and program hours. Full-time employees shall be on duty and available on the school site or site otherwise designated by their principal or immediate supervisor for such above period of time on days employees are to report to work.
2. A supervisor may vary daily work schedule on an individual or group basis, when in his or her judgment such variance is in the interest of the district. 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.

B. Employee Preparation Time

1. Employee preparation time shall be used solely for teacher planning. The District shall not require an employee to schedule parent conferences, student conferences, or other duties during preparation time.

An employee who is required by the District to utilize preparation time for matters other than preparation time or who does not receive his or her total allocation shall be compensated for such lost time at his or her per diem rate, provided that in the event an employee receives less than thirty (30) minutes preparation time the employee will be compensated for a full preparation period.

2. On days when regular class time is reduced because of assemblies, half-day inservice, or grading time, teachers' prep times will be reduced proportionately to the reduction in each class period.
3. Full-time middle school and high school employees shall be allowed one instructional period free of other duties or responsibilities for utilization as preparation time each workday. Middle school preparation time shall be 45 minutes or one full period, whichever is greater. High school preparation time shall be 48 minutes or one full period, whichever is greater.
4. Full-time elementary employees shall be provided no less than 240 minutes each workweek free of other duties or responsibilities for utilization as class preparation time. A minimum of 210 minutes shall be during student contact time. This time period shall be allocated in blocks of at least thirty (30) uninterrupted minutes. At least one such block shall be provided during each day during the period between the time when students are required to report to class for instruction in the morning and the time when students are dismissed from instruction in the afternoon.
5. The District shall provide a portion of preparation time to an employee who is contracted as .5 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. For an elementary employee 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. In the case of teachers sharing a position, however, preparation time shall be assigned to the position and shared as determined by the District.
6. The District will provide the following extended contract days:

Media Teachers	5 Days
Elementary Team Leaders	2 Days
Middle School Team Leaders	2 days
High School Department Coordinators	2 Days

High School Site Council Chair/Facilitator	2 Days
School Counselors	2 Days

7. The District will provide up to a total of 90 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.

C. 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.

D. Elementary Class Loads

1. No later than the third week of school each elementary principal will review all situations where elementary teacher class loads, including specialists, exceed District Policy standards, and will consider options including:

- a. Reallocation of current building resources.
- b. Adjustment of class sizes within the building.

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

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

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

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

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

E. Peer Assistance

1. The District will offer peer assistance when reasonable and practicable to any teacher 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 teacher who will receive the peer assistance shall have input into the person(s) or agency who will provide the assistance.
3. Participation in peer assistance is voluntary. Both the teacher 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 resource (i.e. 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.

ARTICLE X

WORK DATES AND HOLIDAYS

A. Contract Year

The teacher contract year and the normal year for specialists and therapists shall not exceed 192 days, including eight in-service days, 177 classroom days, six holidays (Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day (observed), New Year's Day (observed), and Memorial Day), and one District granted holiday (Christmas Eve (observed)). Employees new to the District may be required to report to the District two (2) days prior to returning teachers, for a total of 194 days.

B. Inservice Days Before School

Employees will be granted at least one full-day or two half-days without required meetings during the inservice days prior to the start of the school year.

C. Grading Days

For personnel at secondary school sites, the last regular day of duty shall be reserved as a grading day. For personnel at elementary school sites, the next to last regular day of duty and one-half of the final regular day of duty shall be reserved as grading days. The final grading days for elementary and secondary personnel shall be noted on the adopted school calendar.

D. School Calendar

The District shall annually submit to the Association its tentative school calendar two weeks before the Board or its designee adopts the official calendar. This procedure constitutes an exchange of information between the parties, and jurisdiction over the school calendar remains with the School Board pursuant to ORS 327; 328; 336.010 and following sections, as well as 339.005 and the sections that follow.

1. Inclement Weather Days

Days missed due to inclement weather or emergency closures will be made up according to District policy HUM-A002, regardless of calendar notations.

E. Assignment Notification

Prior to leaving for summer recess, a licensed staff member may request notice of their tentative assignment for the coming year.

F. Summer Training for Teachers and other Licensed Employees

1. Notification

Planned trainings for the summer break will be scheduled prior to staff departure for spring break so that summer vacation plans may be made in advance. Exceptions to this notification deadline will include only those opportunities that are optional in nature.

2. Scheduling of Days

Efforts will be made to schedule training within the first two weeks following the school year or the two weeks prior to the start of school in the fall. Elective summer school academy opportunities may be the exception to this schedule statement. Efforts to survey known participants to determine what days may be best is encouraged. Critical or required trainings should be planned to include a makeup option.

ARTICLE XI TRANSFERS AND VACANCIES

A. General Provisions

1. The major consideration in the transfer of personnel shall be the potential contribution to the program of the District. The District and Association agree to support the concept of “first consideration” so that currently employed contract and probationary personnel have the opportunity to change their position as vacancies arise.
2. In fulfilling the concept of first consideration, the District will fill vacancies in the following manner:
 - a. District officials will interview a minimum of six (6) in-District applicants for each position, if that many have applied. If there are fewer than six (6) applications from current probationary or contract teachers, then temporary teachers will be interviewed using the remaining in-District interview slots.
 - b. The in-District applicant(s) must be offered choice of interview time slot(s) before outside applicant(s) are contacted.

B. Voluntary Transfers

1. An employee, probationary or contract, who wishes to transfer from their present assignment shall initiate a request through the electronic process provided by the District. The District will acknowledge receipt of the transfer form electronically.
2. Declared vacancies will be listed by Human Resources on the District web site. In the event a District worksite cannot access the web page for more than three days, the posting will be extended to provide affected sites access to the web page for three school days unless the site is provided with an alternative and an announcement is made to staff of its availability.
3. Employees may access the District's online application software during non-student contact time within the contract day.
4. In the event an applicant for transfer is denied an interview, the hiring supervisor, upon employee request, shall furnish the employee with the reason(s) for the denial. Following an interview, an in-District applicant may make a written request for a status report from the hiring supervisor. The supervisor will provide notification of their status within ten (10) days of the initial request.
5. When a licensed teacher vacancy comes open after August 15, the District will post the position and go through the regular selection process. If a current unit member is selected, the transfer will not take place until:
 - a. The day after winter break for elementary school staff, the start of the second semester for secondary school staff, OR, at the teacher's option, the start of the subsequent school year unless the teacher and District mutually agree on an earlier date.
 - b. When a licensed teacher vacancy comes open after February 1, and a current unit member is selected, the transfer will not take place until the start of the subsequent school year unless the teacher and District mutually agree on an earlier date.
 - c. In the intervening months, the District may fill the position with a substitute, temporary employee, or other method.
 - d. An exception will be when the selected staff member is currently less than .75 FTE and the opening to be filled is a full-time job. In that case, at the teacher's option, the transfer to the new position may occur immediately unless the position becomes open after February 1, in which case the transfer occurs at the start of the next school year unless the teacher and District mutually agree on an earlier date.

C. New Assignments (previously Administrative Transfer)

1. A new assignment may be made for one of the following reasons:
 - a. Decline in enrollment in a school.
 - b. Change in building or department program.
 - c. Other reasons as approved by the District.
2. Any new assignment that occurs and results in a change in building will be accompanied by a written rationale provided to the affected member within ten (10) days.
3. When time permits, employees identified for new assignment will be provided the opportunity to indicate in writing any preferences regarding location or assignment.
4. Employees newly assigned during the teachers' contract year shall be provided a minimum of one (1) day up to a maximum of two (2) days additional preparation time as needed to prepare for the new assignment. The level director or designee will be responsible for determining the amount of additional preparation time needed. The teacher may consult with the receiving principal for additional time and/or support.

ARTICLE XII

EMPLOYEE EVALUATION AND RECORDS

A. Employee Evaluation

1. The purpose of the evaluation is to aid the teacher in making continuing professional growth and to determine the teacher's performance of their teaching 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, specialists, and therapists. Probationary teachers shall be observed in the classroom at least two (2) times per school year. Other teachers shall be observed in the classroom at least once yearly. Evaluation of classroom 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. The District will provide relevant training on a new or modified evaluation system.

B. Personnel Files

1. The official file of each employee is confidential and shall be kept in 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.
3. 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.
4. An employee may have access to review 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

An employee shall be advised of any formal or informal complaint filed by a parent, community member, student or co-worker. Normally complaints can be handled in an informal way with the Administrator sharing the information and working for a mutual resolution of the problem in keeping with the policies of the District and guidelines for ethical educators.

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.

A copy of the complaint or a written summary will be provided prior to the beginning of the investigative meeting(s). The parties agree, upon request, to provide an extension for the delivery of the complaint until the conclusion of the meeting.

The complaint shall be discussed with the employees involved within twenty (20) working days of the supervisor receiving the complaint, unless prohibited because of an ongoing investigation by an outside agency. The parties agree to provide extensions of this notice period upon request.

There will be no retaliation against any complainant by the Association or by the person complained about.

Complaints not processed in conformance with this section may 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

Employees who wish to process complaints may use the District's Code of Policy and Rule ADM-P008 and ADM-A005. The policy is in Appendix C for reference only.

ARTICLE XIII

LAYOFF AND RECALL

A. Reductions in Staff

1. The District shall determine when reductions in force are necessary and which program areas shall be affected. If the District determines that a reduction in force is necessary, it will immediately notify the Association. Such notice will be in writing and will indicate the programs which may be affected. The District's overall instructional program will be given priority consideration. Teachers shall be considered for retention on the basis of related experience and education. When two or more teachers are considered equally qualified for retention, seniority within the District shall be the determining factor.
2. In the event the District determines the need for a reduction in its specialist or therapist personnel, the same contract criteria and procedures applicable to teachers shall be applied except that the layoffs shall be by job classification.
3. Seniority shall be defined as the employee's total length of service since the last date of hire. Any teacher who is to be laid off will be so notified in writing as soon as practicably possible. Such notice will include the proposed time schedule and the reasons for the proposed action.
4. The District will compile and transmit to SKEA no later than January 15 of each school year a list of unit members in order of their months of continuous, creditable service to the District.
5. A probationary or contract teacher who loses his or her position because of budget cuts will be laid off in accordance with Article XIII of this Agreement.
6. An employee who has been laid off will receive the bargained hospital medical insurance benefits for six months or until the employee becomes insured under a subsequent employer, whichever comes first.
7. Any laid off employee will be given the option of being placed on the day to day substitute list and will receive preferential treatment as a day to day substitute as long as they remain on the recall list.

B. Recall

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

1. An employee desiring notice of recall shall notify the District in writing within thirty (30) days following notice of layoff. Such notice by the employee shall include the employee's address for such purpose. Failure to provide timely notice of a desire for notice of recall or to keep current address in file shall constitute waiver of notice of recall. In the event of a recall, the District shall notify an employee who has expressed a desire to return to the District of the recall by certified mail, return receipt, sent to the last address given by the employee to the District.
2. An employee will have sixteen (16) calendar days from the mailing of such notice to notify the District in writing of their intent to return within forty-five (45) calendar days of the date of such notice from the District. Failure of the employee to so respond within the time herein specified shall terminate such employee's right to recall, except that where a laid off employee is employed by another Oregon district at the time of recall and that District is not willing to release that employee within the 45 days allowed for return, then the period for return shall be extended to allow the employee sufficient time to comply with the statutory requirements for notice of resignation.
3. No new teacher will be hired into the District until each teacher on the recall list deemed qualified by the District has had an opportunity to accept or refuse the position.

4. Likewise, no therapist or specialist will be hired into the District until each specialist or therapist on the recall list deemed qualified by the District has had an opportunity to accept or refuse the position.
5. In connection with the layoff and recall process, the Association representative will be furnished upon request accurate, complete, and current information about the layoff, rehiring, transfer, and assignment process.

ARTICLE XIV SCHOOL VISITATION AND EDUCATIONAL CONFERENCES/MEETINGS

- A. The District will allow time off with pay with the approval of the building principal or supervisor for employees to attend educational conferences or meetings and to visit other schools, or for employees to take workshops/training that will qualify them for renewal of their professional licenses.
- B. If an employee is denied time for school visitation, they will be informed in writing regarding the reason for a denial of the visitation request.

ARTICLE XV STUDENTS

A. Evaluation of Students

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

B. District Disciplinary Policy

1. Changes in the District student discipline policy will be reviewed in Labor Management meetings.
2. The 24J School Board will notify the Association in advance of the Board meeting when any changes in student discipline policy or procedure are to be considered.

C. School Disciplinary Policy

1. Student disciplinary procedures shall exist for each school in the District. Any modification of the student disciplinary procedure must be made by the staff committee on student discipline and will be reviewed with the employees prior to implementation.
2. The building principal will provide the employees with either written or online building discipline procedure, including the discipline matrix, at the beginning of each school year. Teachers and administrators shall adhere to the procedures.
3. All employees are expected to accept a share in the responsibility for the control and discipline of students in the total school environment. Annual training may be provided in a variety of ways, including electronically. Work on the disciplinary plans may be done in large or small groups or individually as best fits the situation.
4. When, in the judgment of an employee, students are, by their behavior, disrupting the instructional environment to the detriment of themselves and/or others, the employee will take appropriate action under the terms of the school disciplinary procedure.
5. Employees shall have the right to temporarily remove disruptive students from their classroom. Any employee sending a student to the administration shall confer with the appropriate administrator or submit a signed copy of a report including a statement of the facts, a summary of conditions which led to the student's referral, the steps taken by the employee to remedy the problem and any other steps taken by the teacher prior to referral, and recommendations for solution. Following administrative action taken in accordance with the District discipline procedure, the student may be returned to the classroom. If the teacher indicates a desire for a conference with the administrator (and optimally the student and/or parent), the conference will be scheduled as soon as the parties are available. As soon as possible the referring/sending teacher will be provided information about status of referral prior to the student's return to the classroom.

6. The appropriate administrator will then provide the employee with a statement of the administrative disciplinary and/or corrective action taken.

D. Notification of Behavior Plans

All employees as defined in Article I. A. directly involved in the education of a student who has a behavioral management component on an IEP or 504 Plan, shall be informed by the site administration within five (5) days upon receipt of said knowledge by the site administration.

ARTICLE XVI NONDISCRIMINATION

The Association and the District affirm their adherence to the principles of free choice and agree that they shall not discriminate in the application of this Agreement because of age, race, religion, sex, education, national origin, marital status, disability, sexual orientation or political activity. Recognizing the relationship between this article and an employee's rights, the parties agree that any arbitration decision or award shall be advisory only.

ARTICLE XVII PERSONAL RIGHTS

- A. The personal life of an employee is not an appropriate concern of the District, except where it affects the employee's fitness for or performance of their contractual duties.
- B. An employee who pursues a court challenge which addresses the subject of this provision shall be deemed to have elected their remedy and shall not be entitled to pursue an alleged violation of this provision under the Grievance Procedure.

ARTICLE XVIII STRIKE AND LOCKOUT

- A. The Association and its members agree that they will not participate in any illegal strike, work stoppage, slow-down, or other concerted work action during the term of this Agreement.
- B. The District agrees that during the term of this Agreement there will be no lockout of employees in the bargaining unit.

ARTICLE XIX SEPARABILITY CLAUSE

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid, but all other provisions or applications shall continue in full force and effect.

ARTICLE XX

SICK LEAVE BANK

- A. The purpose of the sick leave bank shall be to extend additional sick leave days to bargaining unit members should an illness or injury as described in C below exhaust the employee's accumulated sick leave.
- B. Each employee may contribute an initial one-half (1/2) day of their accumulated sick leave to a common bank.
 - 1. New employees become eligible to participate in the sick leave bank within 30 calendar days of the initial hire date within a given school year.
 - 2. Current employees who have not participated previously shall be permitted to enroll not later than October 31 of any year with an effective eligibility date of November 1 of that year.
 - 3. Enrollment in the bank will continue each year unless rescinded, in writing, by the employee or employment with the District is terminated.
 - 4. Further yearly contributions to be made on or before October 31 of any year shall be limited to the number of days necessary to bring the bank to a level of one (1) day per member of the bank. Such contributions are irrevocable.
 - 5. Only employees who have contributed days to the bank may apply for days from the bank.
 - 6. Participation in the bank shall be voluntary.
 - 7. Previously donated days shall remain in the bank.
- C. Upon depleting accumulated sick leave and after obtaining a doctor's statement certifying a life-threatening or debilitating physical illness or injury preventing the member from performing the duties of their job for more than ten (10) work days, a member may request days from the bank.
 - 1. A committee composed of three (3) members appointed by the District and three (3) members appointed by the president of the Association will act immediately on the request.
 - 2. The committee may grant the request if (1) District records show that the member has exhausted their accumulated sick leave; (2) the member is not eligible for lost time compensation under Worker's Compensation or under PERS disability, or under the District's long-term disability insurance; (3) the member is a contributing member to the sick leave bank; (4) the member has experienced a life-threatening or debilitating physical illness or injury that has prevented them from performing their job requirements for more than 10 days and a doctor has certified in writing this illness or injury; and (5) there are sufficient days in the sick leave bank to cover the request.
- D. A person designated by the District, will collect and disseminate information to the Sick Leave Bank Committee at their regularly scheduled meetings.
 - 1. Information will be presented in a confidential manner which does not disclose the name or work place of the applicant.
 - 2. The Committee will make all decisions regarding the granting of sick bank leave.
 - 3. Leave may be granted for full or partial amount of days requested, up to the fifty (50) day limit.
 - 4. In determining if a request is approved or denied, the Committee may take into consideration the number of hours previously approved from the sick bank to the employee.

- E. If the request is denied, the member shall be informed in writing as to the reason for denial. The actions of the Committee shall not be subject to any further appeal through the grievance procedure or otherwise.
- F. If the request is approved, the Committee shall notify the District office, and subsequent days of absence due to the illness or injury, including the first ten (10) days of the illness or injury, if the employee's accumulated sick leave was not available for those days, will be charged to the bank until further notice. However, in no case will more than a total of fifty (50) days of sick leave from the sick leave bank be approved per individual member in any one school year.
- G. The District shall keep accurate records of leave accumulated by the bank and of sick leave used by the bank, which shall not be greater than an aggregate of one (1) hour per FTE in the bargaining unit as of October 31 per school year. These records shall be available at all times for review by the Committee members and by the Association. Annually the District shall notify the Association in writing of the accumulated days and days charged to the bank that year.

ARTICLE XXI

SAFETY AND MEDICAL PROCEDURES

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

A. Protective Equipment

- 1. Proper safety devices and clothing shall be provided for all employees engaged in work where such devices are required to meet the requirements of state or federal regulations or district policy. Protective clothing and safety devices shall remain the property of the District.
- 2. The District will provide training regarding Blood borne Pathogens to staff whose job responsibilities involve potential exposure to blood or other infectious materials. Inoculations, protective clothing and equipment will be made available to employees in accordance with the provisions contained in the District's Blood borne Pathogens Exposure Control Plan.

B. Physical Examinations

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

C. Medical Procedures

- 1. The District, when requiring training in safety and first aid for employees, will do so at no cost to the employee.
- 2. No employee shall be required to administer medications or perform any medical procedures unless the following conditions are met:
 - a. The student's parent or guardian has given the District written consent for the administration of medication.
 - b. The employee has been given instruction from qualified medical personnel regarding prescription medication or medical procedures.
 - c. In the case of non-prescription medication, the parent has given written instructions for administering the medication.
 - d. Before the employee administers the medication/medical procedures, the employee shall have access to and shall follow the instructions referred to in 2a and 2b above.
 - e. All medical assessments or tasks requiring specialized procedures are assigned to only trained employees.
 - f. All employees required to administer medication/medical procedures have been given training necessary to perform the task.
 - g. The equipment and medical supplies necessary to safely perform the task are available.

ARTICLE XXII AGREEMENT

A. Compliance Between Individual Contract and Master Agreement

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

B. Negotiation of a Successor Agreement

Subsequent to July 1, **2023** and prior to the expiration of this Agreement, either party may file written notice with the other of its desire to amend, modify, or terminate this contract. Such notice shall include the substances of such modification sought. The specific written language to implement such modification shall be presented no later than January 15, **2023**.

C. Duration of Agreement

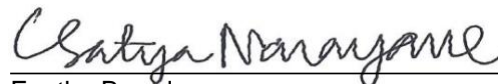
1. This Agreement shall be effective July 1, 2017 and shall continue in effect until June 30, **2023**.
2. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

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

Salem Keizer Education Association



For the Association



For the Board

July 14, 2021

Date

July 13, 2021

Date

IV. RATES OF PAY

A. Professional Compensation

1. Salary Schedule for Licensed Staff, Effective July 1, 2017

2.00%

	(102)	(103)	(104)	(105)	(106)	(107)	(108)
	BA Degree	BA Degree Plus 24 Hrs.#	BA Degree Plus 45 Hrs.#	BA Degree Plus 69 Hrs.#	MA Degree	MA Degree Plus 24 Hrs.#	MA Degree Plus 45 Hrs.#
Step	BA Degree	Plus 24 Hrs.#	Plus 45 Hrs.#	Plus 69 Hrs.#	MA Degree	Plus 24 Hrs.#	Plus 45 Hrs.#
1	39,507	41,089	42,668	44,249	45,831	47,410	48,991
2	41,089	42,668	44,249	45,831	47,410	48,991	50,571
3	42,668	44,249	45,831	47,410	48,991	50,571	52,150
4	44,249	45,831	47,410	48,991	50,571	52,150	53,731
5	45,831	47,410	48,991	50,571	52,150	53,731	55,313
6	47,410	48,991	50,571	52,150	53,731	55,313	56,891
7	48,991	50,571	52,150	53,731	55,313	56,891	58,474
8	50,571	52,150	53,731	55,313	56,891	58,474	60,053
9	52,150	53,731	55,313	56,891	58,474	60,053	62,020
10	53,731	55,313	56,891	58,474	60,053	62,020	63,987
11	55,313	56,891	58,474	60,053	62,020	63,987	65,955
12	56,891	58,474	60,053	62,020	63,987	65,955	67,920
13	58,474	60,053	62,020	63,987	65,955	67,920	69,889
14	60,053	62,020	63,987	65,955	67,920	69,889	71,857
15	62,020	63,987	65,955	67,920	69,889	71,857	73,826
16	63,987	65,955	67,920	69,889	71,857	73,826	75,790
17							77,759

Each salary step represents a year of experience, i.e. Step 1 = no experience credit; Step 6 = five years experience credit completed, entering 6th year of experience, etc. Experience means the previous teaching experience that a teacher is allowed upon entering the District, plus experience within the District. As a result of eliminating step "0," employees hired before July 1, 2004, step will indicate years of experience, i.e. Step 6 = six years experience credit completed. This salary schedule is for a 192-day work year.

Each year, an additional \$1,000 will be added to the top of salary columns MA+0, MA+24, and MA+45.

District will pay 100% of the employee's contribution to Public Employees Retirement System.

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.

Activity	<p><u>Club Advisor:</u> If a teacher spends 25 hours or more outside of the regular school hours, and compensation is not otherwise provided.</p>	<p><u>Middle School:</u> Auditorium Manager</p>	<p><u>High School:</u> Auditorium Manager</p>	<p><u>Middle School:</u> Band Choir Drama Orchestra Yearbook</p>	<p><u>Senior High:</u> Orchestra (If responsible for a high school musical, a 1.5 differential is added, if responsible for full symphony 2.0 differential is added.)</p> <p>Vocational Club Advisors: Future Business Ldrs. of America Future Farmers of America Voc. and Club of America Distr. Ed. Club of America Voc. Culinary Arts</p> <p>Middle School: Assistant Wrestling Assistant Volleyball Assistant Cross Country</p>
Range	902	903	904	905	907
Differential Factor	1.5	2.0	2.5	3.0	4.0
Step 1	593	790	988	1185	1580
Step 2	616	822	1027	1233	1644
Step 3	640	853	1067	1280	1707
Step 4	664	885	1106	1327	1770
Step 5	687	917	1146	1375	1833
Step 6	711	948	1185	1422	1896
Step 7	735	980	1225	1470	1960
Step 8	759	1011	1264	1517	2023
Step 9	782	1043	1304	1565	2086
Step 10	806	1075	1343	1612	2149
Step 11	830	1106	1383	1659	2213
Step 12	853	1138	1422	1707	2276
Step 13	877	1169	1462	1754	2339
Step 14	901	1201	1501	1802	2402
Step 15	930	1240	1551	1861	2481
Step 16	960	1280	1600	1920	2559

Activity	<u>Middle School:</u> Assistant Football Assistant Track Senior High: Technical Director: (If more than two public dramatic productions are approved by the principal and are performed, increase Technical Director differential to 5.0.)	<u>Middle School:</u> Wrestling Volleyball Intramural Coordinator Cross Country	<u>Middle School:</u> Football Track High School: Yearbook Newspaper	<u>Senior High:</u> Asst. Volleyball Asst. Baseball Asst. Wrestling Asst. Softball Asst. Track Asst. Swimming Asst. Swimming Boys Tennis Girls Tennis Asst. Cross Country Asst. Soccer
Range	909	911	913	915
Differential Factor	5.0	6.0	7.0	8.0
Step 1	1975	2370	2765	3161
Step 2	2054	2465	2876	3287
Step 3	2133	2560	2987	3413
Step 4	2212	2655	3097	3540
Step 5	2292	2750	3208	3666
Step 6	2371	2845	3319	3793
Step 7	2450	2939	3429	3919
Step 8	2529	3034	3540	4046
Step 9	2608	3129	3651	4172
Step 10	2687	3224	3761	4298
Step 11	2766	3319	3872	4425
Step 12	2845	3413	3982	4551
Step 13	2924	3508	4093	4678
Step 14	3003	3603	4204	4804
Step 15	3101	3721	4341	4962
Step 16	3199	3839	4479	5119

Activity	Senior High: Asst. Football Asst. Basketball Speech (If responsible for debate team participation in inter-scholastic competition or adjudicated speech tournaments in excess of 1.0, increase differential to 1.0.) Vocal Music (If responsible for a high school musical, 2.5 differential is added.) Band (If responsible for a high school musical, 2.5 differential is added. If band participates in more adjudicated marching contests, 2 of which must be field performances and 1 of which must be parade, 2.5.0 differential is added.) Drill Team Color Guard	Senior High: Head Cross Country Head Volleyball Head Soccer (Boys-Girls)	Senior High: Speech (If responsible for adjudicated speech tournament in excess of 1.0)
Range	917	920	921
Differ- ential Factor	9.0	10.5	11.0
Step 1	3556	4148	4346
Step 2	3698	4314	4520
Step 3	3840	4480	4693
Step 4	3982	4646	4867
Step 5	4125	4812	5041
Step 6	4267	4978	5215
Step 7	4409	5144	5389
Step 8	4551	5310	5563
Step 9	4694	5476	5737
Step 10	4836	5642	5910
Step 11	4978	5808	6084
Step 12	5120	5974	6258
Step 13	5263	6140	6432
Step 14	5405	6306	6606
Step 15	5582	6512	6822
Step 16	5759	6719	7039

Activity	Senior High: Drama Director (If responsible for a high school musical, a 1.5 differential is added. If more than 2 public dramatic productions are approved by the principal and performed, increase Director differential to 14.0).	Senior High: Head Baseball Head Wrestling Head Softball Head Track Head Swimming Rally	Senior High: Head Basketball (Boys-Girls) Head Football
Range	922	923	927
Differential Factor	11.5	12.0	14.0
Step 1	4543	4741	5531
Step 2	4725	4931	5752
Step 3	4907	5120	5974
Step 4	5089	5310	6195
Step 5	5271	5500	6416
Step 6	5452	5689	6637
Step 7	5634	5879	6859
Step 8	5816	6069	7080
Step 9	5997	6258	7301
Step 10	6179	6448	7522
Step 11	6361	6638	7744
Step 12	6542	6827	7965
Step 13	6725	7017	8186
Step 14	6906	7206	8407
Step 15	7132	7442	8683
Step 16	7359	7678	8958

Salem-Keizer School District 24J, Marion County, Oregon

IV. RATES OF PAY

A. Professional Compensation

1. Salary Schedule for Licensed Staff, Effective July 1, 2021

3.00%

Step	(102) BA Degree	(103) BA Degree Plus 24 Hrs.#	(104) BA Degree Plus 45 Hrs.#	(105) BA Degree Plus 69 Hrs.#	(106) MA Degree	(107) MA Degree Plus 24 Hrs.#	(108) MA Degree Plus 45 Hrs.#
1	43,501	45,243	46,981	48,723	50,465	52,202	53,943
2	45,243	46,981	48,723	50,465	52,202	53,943	55,684
3	46,981	48,723	50,465	52,202	53,943	55,684	57,423
4	48,723	50,465	52,202	53,943	55,684	57,423	59,163
5	50,465	52,202	53,943	55,684	57,423	59,163	60,904
6	52,202	53,943	55,684	57,423	59,163	60,904	62,643
7	53,943	55,684	57,423	59,163	60,904	62,643	64,385
8	55,684	57,423	59,163	60,904	62,643	64,385	66,124
9	57,423	59,163	60,904	62,643	64,385	66,124	68,289
10	59,163	60,904	62,643	64,385	66,124	68,289	70,456
11	60,904	62,643	64,385	66,124	68,289	70,456	72,623
12	62,643	64,385	66,124	68,289	70,456	72,623	74,786
13	64,385	66,124	68,289	70,456	72,623	74,786	76,954
14	66,124	68,289	70,456	72,623	74,786	76,954	79,122
15	68,289	70,456	72,623	74,786	76,954	79,122	81,290
16	70,456	72,623	74,786	76,954	79,122	81,290	83,452
17							85,620

Each salary step represents a year of experience, i.e. Step 1 = no experience credit; Step 6 = five years experience credit completed, entering 6th year of experience, etc. Experience means the previous teaching experience that a teacher is allowed upon entering the District, plus experience within the District. As a result of eliminating step "0," employees hired before July 1, 2004, step will indicate years of experience, i.e. Step 6 = six years experience credit completed.

This salary schedule is for a 192-day work year.

Each year, an additional \$1,000 will be added to the top of salary columns MA+0, MA+24, and MA+45.

District will pay 100% of the employee's contribution to Public Employees Retirement System.

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.

Activity	<u>Club Advisor:</u> If teacher spends 25 hours or more outside of the regular school hours, and compensation (If Model UN activity is at level of No. High's as of 1990- 91 as determined by the District, increase differential	<u>Middle School:</u> Auditorium Manager	<u>High School:</u> Auditorium Manager	<u>Middle School:</u> Band Choir Drama Orchestra Yearbook Elementary Music Teachers producing four annual concerts plus Spring	<u>Senior High:</u> Orchestra (If responsible for a high school Vocational Club Advisors: Future Business Ldrs. of America Future Farmers of America Voc. Ind. Club of America Distr. Ed. Club of America Voc. Culinary Arts Middle School: Assistant Wrestling Assistant Volleyball Assistant Cross Country	Activity
Range	902	903	904	905	907	Range
Differ- ential Factor	1.5	2.0	2.5	3.0	4.0	Differ- ential Factor
Step 1	653	870	1088	1305	1740	Step 1
Step 2	679	905	1131	1357	1810	Step 2
Step 3	705	940	1175	1409	1879	Step 3
Step 4	731	974	1218	1462	1949	Step 4
Step 5	757	1009	1262	1514	2019	Step 5
Step 6	783	1044	1305	1566	2088	Step 6
Step 7	809	1079	1349	1618	2158	Step 7
Step 8	835	1114	1392	1671	2227	Step 8
Step 9	861	1148	1436	1723	2297	Step 9
Step 10	887	1183	1479	1775	2367	Step 10
Step 11	914	1218	1523	1827	2436	Step 11
Step 12	940	1253	1566	1879	2506	Step 12
Step 13	966	1288	1610	1932	2575	Step 13
Step 14	992	1322	1653	1984	2645	Step 14
Step 15	1024	1366	1707	2049	2732	Step 15
Step 16	1057	1409	1761	2114	2818	Step 16

<p><u>Middle School:</u> Assistant Football Assistant Track</p> <p>Senior High: Technical Director: (If more than two public dramatic productions are approved by the principal and are performed, increase Technical</p> <p>909</p>	<p><u>Middle School:</u> Wrestling Volleyball Intramural Coordinator Cross Country</p> <p>911</p>	<p><u>Middle School:</u> Football Track</p> <p><u>High School:</u> Yearbook Newspaper</p> <p>913</p>	<p><u>Senior High:</u> Asst. Volleyball Asst. Baseball Asst. Wrestling Asst. Softball Asst. Track Asst. Swimming Boys Tennis Girls Tennis Country Asst. Soccer</p> <p>915</p>	<p>Activity</p> <p>Range</p>	<p><u>High School</u> Asst. Football Asst. Basketball Speech (If responsible for debate team participation in inter-scholastic competition or adjudicated speech tournaments in excess of 10, increase differential to 11.0.) Vocal Music (If responsible for a high school musical, a 1.5 differential is added.) Band (If responsible for a high school musical, a 1.5 differential is added. If band participates in 5 or more adjudicated marching contests, 2 of which must be field performances and 1 of which must be a parade, a 5.0 differential is added.) Drill Team Color Guard</p> <p>917</p>
5.0	6.0	7.0	8.0	Differential Factor	9.0
2175	2610	3045	3480	Step 1	3915
2262	2715	3167	3619	Step 2	4072
2349	2819	3289	3758	Step 3	4228
2436	2923	3411	3898	Step 4	4385
2523	3028	3533	4037	Step 5	4542
2610	3132	3654	4176	Step 6	4698
2697	3237	3776	4315	Step 7	4855
2784	3341	3898	4455	Step 8	5012
2871	3445	4020	4594	Step 9	5168
2958	3550	4141	4733	Step 10	5325
3045	3654	4263	4872	Step 11	5481
3132	3759	4385	5011	Step 12	5638
3219	3863	4507	5151	Step 13	5795
3306	3967	4629	5290	Step 14	5951
3414	4097	4780	5463	Step 15	6146
3523	4227	4932	5636	Step 16	6341

Differential Schedule for Employees, 2021-22, for
Activities Involving Supervision of Students
the
Beyond the Regular Employee Day

School District 24J
Marion County
Salem, Oregon

Differential Schedule for Employees, 2021-22, for
Activities Involving Supervision of Students Beyond
Regular Employee Day

<u>High School</u> Head Cross Country Head Volleyball Head Soccer (Boys- Girls)	High School Speech (if responsible for adjudicated speech tournament in excess of 10)	Activity	<u>High School</u> Drama Director (If responsible for a high school musical, a 1.5 differential is added. If more than 2 public dramatic productions are approved by the principal and are per- formed, increase Director differential to 14.0).	<u>High School</u> Head Baseball Head Wrestling Head Softball Head Track Head Swimming Rally	<u>High School</u> Head Basketball (Boys-Girls) Head Football
920	921	Range	922	923	927
10.5	11.0	Differential Factor	11.5	12.0	14.0
4568	4785	Step 1	5003	5220	6090
4751	4977	Step 2	5203	5429	6334
4933	5168	Step 3	5403	5638	6577
5116	5360	Step 4	5603	5847	6821
5299	5551	Step 5	5803	6056	7065
5481	5742	Step 6	6003	6264	7308
5664	5934	Step 7	6203	6473	7552
5847	6125	Step 8	6404	6682	7796
6029	6317	Step 9	6604	6891	8039
6212	6508	Step 10	6804	7100	8283
6395	6699	Step 11	7004	7308	8527
6578	6891	Step 12	7204	7517	8770
6760	7082	Step 13	7404	7726	9014
6943	7274	Step 14	7604	7935	9257
7170	7512	Step 15	7853	8195	9560
7398	7750	Step 16	8102	8455	9864

MEMORANDUM OF AGREEMENT
Between
Salem Keizer Education Association
And
Salem-Keizer Public Schools

Parent/Teacher Conference Schedule

The following constitutes a Memorandum of Agreement (Agreement) between the District and the Association regarding Parent/Teacher conferences. This MOA is a change for the 2021-2022 and 2022-2023 school years, and shall not establish any precedent, nor any change to the status quo. All licensed staff assigned to a school building are expected to participate in, or support, Parent/Teacher conferences including Instructional Mentors, Behavior Specialists, etc.

Provided that Parent/Teacher conferences are held at all levels, the District and Association agree to hold Parent/Teacher conferences on the dates and times that have been identified on the 2021-2022 and 2022-2023 school calendars which are:

For K-12 licensed staff 2021-2022:

10/20/21 – Twelve (12) consecutive hours with two (2) meals and one and a half (1 ½) preps inclusive
10/21/21 – Twelve (12) consecutive hours with two (2) meals and one and a half (1 ½) preps inclusive
10/22/21 – No licensed staff or students

1/31/22 – Eight (8) consecutive hours at elementary level with one prep period.
2/01/22 – Eight (8) consecutive hours at K-12 levels with one prep period.

4/06/22 – Twelve (12) consecutive hours with two (2) meals and one and a half (1 ½) preps inclusive
4/07/22 – Twelve (12) consecutive hours with two (2) meals and one and a half (1 ½) preps inclusive
4/08/22 – No licensed staff or students

For K-12 licensed staff 2022-2023:

10/19/22 – Twelve (12) consecutive hours with two (2) meals and one and a half (1 ½) preps inclusive
10/20/22 – Twelve (12) consecutive hours with two (2) meals and one and a half (1 ½) preps inclusive
10/21/22 – No licensed staff or students

1/30/23 – Eight (8) consecutive hours at elementary level with one prep period.
1/31/23 – Eight (8) consecutive hours at K-12 levels with one prep period.

4/5/23 – Twelve (12) consecutive hours with two (2) meals and one and a half (1 ½) preps inclusive
4/6/23 – Twelve (12) consecutive hours with two (2) meals and one and a half (1 ½) preps inclusive
4/7/23 – No licensed staff or students

This schedule provides 30 minutes for lunch and 30 minutes for dinner for each twelve (12) hour day. Article IX, B, will be applied to scheduled prep time over the two days of twelve (12) hour conferences. The schedule will provide for a pro-rata portion of contract prep for each day of conferences (one and a half days of prep for each conference day).

This schedule does not provide an option available for members who would suffer hardship working an extended day schedule, because the schools would be closed on the third day. However, licensed staff that have a bona fide hardship working the extended day may be allowed to use flextime, Personal Leave or Leave Without Pay. These situations would be handled on an individual basis and requests for an exception should be made to the immediate supervisor. Appeals may be sent to the Executive Director of Human Resources for a final decision.

Licensed staff assigned to Departments, who do not attend Parent/Teacher conferences (e.g. District mentors, program assistants or associates, or other specialists who do not have Parent/Teacher meetings scheduled) should report to their home department at their regular schedule. This special schedule is only for staff participating in Parent/Teacher conferences. However, department administrators, at their discretion, may agree to a modified schedule for their licensed staff if it would be beneficial to the District goals to have non-school based licensed staff either attend Parent/Teacher conferences, engage in professional development activities or other work in their department using the same schedule outlined above.

Building administrators may schedule up to two (2) hours of professional development for licensed staff during one of the Parent/Teacher conference days (Professional development cannot be scheduled on eight (8) hour conference days). For the purposes of this Agreement, data team meetings are not recognized as professional development and therefore may not be held on Parent/Teacher conference days.

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.

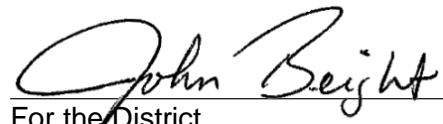
The District and the Association agree that if the dates or times of the 2022-2023 Parent/Teacher Conferences are scheduled differently on the 2022-2023 school calendar than they are stated on the 2021-2022 school calendar, the parties will meet to modify the dates and times of this MOA related to the 2022-2023 conferences only.



For the Association

7-1-2021

Date



For the District

July 1, 2021

Date

Memorandum of Understanding
Between
Salem Keizer Education Association
And
Salem-Keizer School District

RE: Clarification to the Special Education Differential

Special Education staff who are directed to act as the District Representative (DR) in an IEP meeting, in accordance with QAM STS-P002, will be eligible for additional earnings if the meeting is held outside the normal workday and the student the meeting is about is not part of the educator's duties.

Staff who schedule Individual Education Plan (IEP) meetings will make every effort to avoid scheduling meetings outside the normal staff workday.

The employee who acts as the District Representative will be responsible for submitting their time for the additional earnings to the office manager at the school where the meeting is held. The time and earnings will be tracked to determine the hours staff work outside the workday specifically in the role of District Representative at IEP meetings.

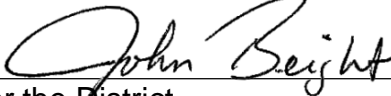
This MOU is in effect until June 30, 2023 unless data collected indicates a different solution is needed due to the costs associated with this duty that was previously included as work covered by the special education differential. If annual costs are excessive the parties agree to discuss alternative solutions.



For the Association

06/10/2021

Date



For the District

06/03/2021

Date

MEMORANDUM OF AGREEMENT
Between
Salem Keizer Education Association
And
Salem-Keizer School District

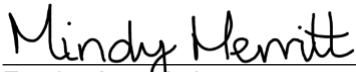
RE: Grading Day Meeting Blackout

The parties have agreed that during the time elementary teachers in grades K-5 are completing the Elementary Progress Reports (EPR), (this excludes teachers who are not completing EPR's) certain building wide meetings will be eliminated (excluding annual/re-evaluation IEP meetings, SST meetings, and/or emergency meetings) to allow for completion of this task. The four contract days prior to fall and winter grading will be identified annually for the period of this agreement.

This agreement does not preclude required meetings that are held during "early release" or "release time" scheduled in focus schools.

Focus school may also flip mandatory meetings if it is beneficial to work on the EPR during the "release time" and have the mandatory meetings after what would be student contact time. The final determination of when the meetings will be held resides with the Principal, as long as the overall time exchanged is balanced out.

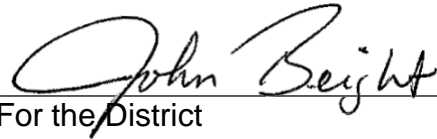
This agreement is for the period of July 1, 2021 to June 30, 2023.



For the Association

6/10/2021

Date



For the District

06/03/2021

Date

Memorandum of Understanding
Between
Salem Keizer Education Association
And
Salem-Keizer School District

RE: HSA and 2-on-1 Contract

The Salem Keizer Education Association (Association) and the Salem-Keizer School District (District) hereby agree to the following:

Insurance

1. Two on Contract

The District will pay the portion of the premium covered by both employees' allocated District cap. The following criteria must be met:

- a) Both employee and spouse (domestic partner) work for the District.
- b) Both employee and spouse (domestic partner) are benefit eligible
- c) Both benefit eligible employees complete and sign a form enrolling in the "Two on Contract" benefit arrangement.
- d) Two on contract means:
 - a. One spouse (domestic partner)/employee declines the medical, dental, and vision enrollments offered through their employment.
 - b. The other spouse (domestic partner)/employee enrolls all eligible family members in a medical, dental and/or vision plan offered by OEBC.
 - c. The family has one set of medical, vision, and dental benefits and is not double covered through the District.
- e) If the employee and/or spouse work part time and receive a pro-rated District contribution, the District will pay up to 100% of the pro-rated contribution for each person.
- f) Any premium amount not covered by the District contribution is paid by the employee.

2. Health Savings Account (HSA)

A benefit eligible employee who selects the OEBC high deductible medical insurance plan, or declines medical insurance through the District and is enrolled in their spouse's or partner's non-District eligible HSA qualified high deductible plan, and who is eligible to participate in an HSA will be eligible to receive a District contribution to their HSA account.

- a) For the 2021-22 and 2022-23 plan years a contribution of \$100 per month will be made by the District to the employee's HSA account.
- b) Employee may also make a contribution to the HSA, pre-tax, up to the maximum allowed by federal regulations.
- c) This agreement is for the 2021-22 and 2022-23 insurance years only. This

agreement will be in force from July 1, 2021 to June 30, 2023.



For the Association



For the District

06/10/2021
Date

06/03/2021
Date

MEMORANDUM OF UNDERSTANDING

Between

Salem Keizer Education Association And
Salem-Keizer Public Schools

Site-Based ELL Facilitator Differential

This Memorandum of Understanding will serve to amend the current Collective Bargaining Agreement (CBA) between the Salem Keizer Education Association (SKEA) and the Salem-Keizer School District through the 2022-2023 school year. The Association and District agree that all site-based ELL Facilitators who are employed during the 2021-2022 and 2022-2023 school year will receive the differential percentages outlined below on the following schedule:

2021-2022 and 2022-2023 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%

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.

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 attached ELL Facilitator Caseload Chart. 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.

The District shall begin recruitment of additional ELL Facilitators after January 1, 2020.

During the 2021-2022 and 2022-2023 school years, ELL Facilitators shall be paid for three facilitator meetings and 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 paid for attending additional meetings.

This MOU shall expire on June 30, 2023.

Mindy Merritt
For the Association

6-16-2021
Date

John Beight
For the District

6/11/2021
Date

Student Load	Number of Facilitators	Missing Facilitator(s) ?	Differential per Facilitator	Differential % converted to sub time.	Number of missing Facilitators	Total Differential allocation to the building
1 to 50	1	No	2%	NA	NA	2%
51 to 100	1	No	3%	NA	NA	3%
101 to 150	1	No	4%	NA	NA	4%
151 to 200	2	No	3%	NA	NA	6%
151 to 200	1	Yes	4%	2%	1	6%
201 to 300	2	No	4%	NA	NA	8%
201 to 300	1	Yes	4%	4%	NA	8%
301 to 450	3	No	4%	NA	NA	12%
301 to 450	2	Yes	4%	4%	1	12%
301 to 450	1	Yes	4%	8%	2	12%
451 to 600	4	No	4%	NA	NA	16%
451 to 600	3	Yes	4%	4%	1	16%
451 to 600	2	Yes	4%	8%	2	16%
451 to 600	1	Yes	4%	12%	3	16%
601 to 750	5	No	4%	NA	NA	20%
601 to 750	4	Yes	4%	4%	1	20%
601 to 750	3	Yes	4%	8%	2	20%
601 to 750	2	Yes	4%	12%	3	20%
601 to 750	1	Yes	4%	16%	4	20%
751 to 900	6	No	4%	NA	NA	24%
751 to 900	5	Yes	4%	4%	1	24%
751 to 900	4	Yes	4%	8%	2	24%
751 to 900	3	Yes	4%	12%	3	24%
751 to 900	2	Yes	4%	16%	4	24%
751 to 900	1	Yes	4%	20%	5	24%
901 to 1050	7	No	4%	NA	NA	28%
901 to 1050	6	Yes	4%	4%	1	28%
901 to 1050	5	Yes	4%	8%	2	28%
901 to 1050	4	Yes	4%	12%	3	28%
901 to 1050	3	Yes	4%	16%	4	28%
901 to 1050	2	Yes	4%	20%	5	28%
901 to 1050	1	Yes	4%	24%	6	28%

ELL Facilitator Caseload Chart

The ELL Facilitator Chart will be used as guidance by the parties to maintain a shared document containing: all facilitators, their worksites, assigned differentials, converted sub time (if any), and student caseload. The shared document will be adjusted as appropriate if/when facilitator positions are vacated or filled.

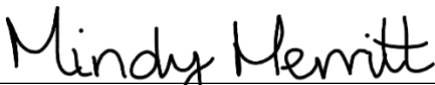
Memorandum of Understanding
Between
Salem Keizer Education Association
And
Salem-Keizer School District

RE: Substitute Shortages

The Salem-Keizer School District (District) and the Salem Keizer Education Association (Association) agree to work together to establish a common practice to address times at Elementary Schools when there are not enough substitutes to cover all licensed vacancies.

1. By September 30 of each year, all buildings will submit a plan to the District outlining how they will handle coverage of classes when no substitute is available.
2. All plans will include an illustration of the shared responsibility of this additional work by all TSPC licensed individuals in the building.
3. Copies of the plans will be provided to the Association by October 15 of each year.

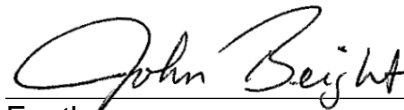
This MOU is in effect until June 30, 2023.



For the Association

06-10-2021

Date



For the

06/03/2021

Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
Salem Keizer Education Association
And
Salem-Keizer Public Schools, Marion County, 24j

RE: Association Vice President Leave

Upon the request of the Association, the Salem-Keizer School District (District) and the Salem Keizer Education Association (Association) have agreed to provide an unpaid leave of absence for one (1) District licensed staff to serve as Association Vice President for the life of the current Collective Bargaining Agreement July 1, 2021 - June 30, 2023. The unpaid leave of absence will correspond with the terms of office of the elected officer.

1. Such leave guarantees return to the same position or to a comparable position. Upon return to a District position, the SKEA officer shall be placed on the salary schedule at the level which they would have achieved had they remained actively employed in the District. Furthermore, the officer shall accrue all benefits in the same manner that they would have accrued benefits had they remained actively employed in the District.
2. This unpaid leave shall be for the officer to carry out the statutory duties of the Association as exclusive representative in collective bargaining, contract administration, grievance processing during the life of the contract, and related activities bearing a direct relationship to labor- management relationships between the Association and the District.
3. The District will act as paymaster to the Vice President and provide salary payments in the same manner and form that the Officer would have received as an active employee at the same step as appropriate. The Association shall reimburse the District the actual total cost (salary, payroll, and fringe benefits) of the Vice President's salary and benefits.
4. The District agrees to process the differential salary provided to the SKEA Officer by the Association as a part of their salary which the Association will reimburse. It is understood that this proposal will not result in any added costs for the Employer, and the Association agrees to hold the Employer harmless from any legal liability that might result from these provisions.
5. This agreement is for the period July 1, 2021 – June 30, 2023

Mindy Merritt
For the Association

John Beight
For the District

7-1-2021
Date

July 1, 2021
Date