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COLLECTIVE BARGAINING AGREEMENT

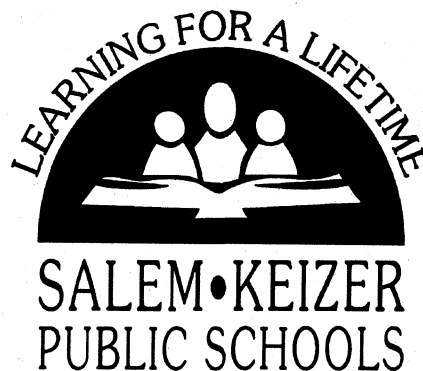
2002 - 2004

between

SALEM EDUCATION ASSOCIATION

and

SALEM-KEIZER SCHOOL DISTRICT 24J



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

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PREAMBLE

This Agreement is entered into this 12th day of November, 2002 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 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, activity advisors, counselors, media specialists, **nurses** and **school psychologists** under contract to the District herein referred to as "teachers."
 - b. All regular student resource specialists, physical and occupational therapists, and hourly tutors employed by the District, herein referred to as "employees." Excluded from this subsection are day-to-day substitute student resource specialists and day-to-day substitute physical and occupational therapists.
 - 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 **forty five (45)** days of leave per year [**fifty (50) days during a bargaining 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. The Association shall be billed for substitute costs for each **day of actual substitute usage.**

2. 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 **his or her term of office**. Such leave guarantees return to the same position or to a comparable position. Upon return to a District position, the SEA president shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the District. Furthermore, the SEA president shall accrue all benefits in the same manner that he/she would have accrued benefits had he/she 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.

- b. The District agrees to process the differential salary provided to the SEA 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. Fair Share Agreement

1. To assure that employees covered by this Agreement are adequately represented by the bargaining agent, the District shall deduct an amount each month from the pay of each employee who is not a member of the Association as a Fair Share fee. The Fair Share amount shall be the annual dues charged by the official bargaining agent and its affiliates. It is the intent of the parties that this clause be administered so as to comply with applicable statutes.
2. An employee who has not requested payroll deduction of Association dues under this Agreement and who has not certified to the District that he/she has paid dues directly to the Association shall be subject to the provisions of this ARTICLE. Such request for payroll deduction or certification of direct payment of dues shall be made by the fifteenth day of the month prior to the month in which the deduction is to be made.
3. The Association agrees to hold the District harmless against any and all claims, suits, orders, or judgments brought against the District as a result of the provision of this article.

D. Association Activities

1. Interschool mail facilities, **including the e-mail system**, may be used for distribution of non-libelous Association communications so long as such communications are labeled as Association materials **and are not political or strike-related and conform to District e-mail policies**. Materials other than those originating from the Association office shall contain the name of the authorizing Association official. This provision regarding the use of interschool mail facilities shall become operative upon removal of objection by the U.S. Postal Service or upon a favorable decision by a tribunal with authority to render such a decision, whichever comes first.
2. School facilities may be used for Association meetings at reasonable times during non-duty hours provided that such meetings shall not interfere with the normal school operations.
 - a. The SEA is entitled to a maximum of fifteen (15) minutes at the conclusion of the regularly scheduled staff meeting for informational Association business once a month. This may or may not occur during work day.
 - b. In addition, on request, an Association representative shall be allowed to make brief announcements and respond briefly to questions during professional meetings.
3. 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.
4. 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.
5. Association Meetings: Association Representative Assembly Meetings shall be placed on the District calendar. The District shall not schedule any "required attendance" meetings for assembly representatives at a time that would conflict with the nine Association Representative Assembly Meetings to be held during each year of this contract. If an Association faculty representative to the assembly is working hours that would extend beyond 4:00 p.m. on the date of a scheduled Representative Assembly Meeting, the representative shall be given "release time" beginning one-

half hour following the end of the student classroom day so that the teacher can attend the Representative Assembly Meeting.

6. 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, when it is not readily available.
7. Union material may be distributed to staff mail boxes during non-student contact time.
8.
 - a. Members of the Salem Education Association bargaining unit shall comprise half of the District staff representation on each of the following **joint** committees:
 - (1) Calendar Committee;
 - (2) Discipline Committee;
 - (3) EPIC Committee;
 - (4) Report Card Committee;
 - (5) Wellness Committee;
 - (6) Professional Issues Committee; and
 - (7) **Safety Committee**
 - b. There shall be at least one Salem Education Association bargaining unit member on the Equity Issues Committee.
 - c. The Superintendent shall make appointments to the above named committees from lists submitted by the Association.

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.

Aggrieved: 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 aggrieved. However, should investigation or processing of any grievance require that an employee be released from his/her regular assignment, the employee shall be excused without loss of pay or benefits.
- b. The Board acknowledges the right of the aggrieved 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 him/her. 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 his/her complaint within the specified time limit. Such termination shall be without prejudice and shall not establish precedent for future grievances.
- f. The Association may be present at all levels of the grievance procedure.
- g. 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.
- h. 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.

3. Levels of Grievance Procedures:

- a. **Level One:** Informal Discussion: Within thirty (30) days of the time the aggrieved first had knowledge or reasonably should have had knowledge of the action upon which the grievance is filed, he/she will discuss the grievance with the immediate supervisor, with the objective of resolving the matter informally.
- b. **Level Two:** If the aggrieved is not satisfied with the disposition of his/her grievance, he/she may file a written grievance with his/her 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 aggrieved, 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 his/her decision in writing within five (5) days to the aggrieved.
- c. **Level Three:** If the aggrieved is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within ten (10) days, after the grievance was delivered to the Supervisor, the aggrieved 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 aggrieved.

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 parties shall then be bound by the rules and procedures of **ERB**.

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. Employee's 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 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 or Teacher Leader assignments.
3. Section B, Just Cause does not apply to the dismissal or non-renewal of tutors.
4. The dismissal or termination of student resource specialists and therapists shall be governed by the following:
 - a. Student resource specialists and therapists 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 shall be final.
 - b. Student resource specialists and therapists who have completed three (3) years continuous employment with the District **are subject to the just cause standard**. Dismissal or termination shall be for cause. Provisions of this subsection shall be subject to arbitration.

Salem-Keizer School District

IV. RATES OF PAY

A. Professional Compensation

1. Salary Schedule for Licensed Staff, Effective July 1, 2002

	(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.#
0	27,998	29,118	30,238	31,358	32,478		
1	29,118	30,238	31,358	32,478	33,598		
2	30,238	31,358	32,478	33,598	34,718		
3	31,358	32,478	33,598	34,718	35,838	36,958	
4	32,478	33,598	34,718	35,838	36,958	38,078	
5	33,598	34,718	35,838	36,958	38,078	39,198	40,318
6	34,718	35,838	36,958	38,078	39,198	40,318	41,438
7	35,838	36,958	38,078	39,198	40,318	41,438	42,558
8	36,958	38,078	39,198	40,318	41,438	42,558	<u>43,678</u>
9	38,078	39,198	40,318	41,438	42,558	<u>43,678</u>	45,072
10	39,198	40,318	41,438	42,558	<u>43,678</u>	45,072	46,466
11	40,318	41,438	42,558	<u>43,678</u>	45,072	46,466	47,860
12	41,438	42,558	<u>43,678</u>	45,072	46,466	47,860	49,254
13	42,558	<u>43,678</u>	45,072	46,466	47,860	49,254	50,648
14	<u>43,678</u>	45,072	46,466	47,860	49,254	50,648	52,042
15	45,072	46,466	47,860	49,254	50,648	52,042	53,436
16	46,466	47,860	49,254	50,648	52,042	53,436	54,830
17							56,224

HB = Highest Beginning Allowance (**)

= Refers to term or quarter hours

Each salary step represents a year of experience credit; i.e. Step 0 = no experience credit; Step 6 = six years experience credit, etc. Experience means that previous teaching experience that a teacher is allowed upon entering the District, plus experience within the District.

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

District will pick up employee contribution to Public Employees Retirement System.

Effective July 1, 1988, unit members shall receive longevity pay after three (3) years at the maximum level on the MA+45 column or BA+69 column of the salary schedule. Eligible unit members shall receive longevity pay once every three years in December as a single payment equal to the increment received by persons moving to the top of the respective column.

2002-03 Salary Schedule

IV. RATES OF PAY

A. Professional Compensation

1. Salary Schedule for Licensed Staff, Effective July 1, 2003

	(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.#
0	28,558	29,700	30,843	31,985	33,128		
1	29,700	30,843	31,985	33,128	34,270		
2	30,843	31,985	33,128	34,270	35,412		
3	31,985	33,128	34,270	35,412	36,555	37,697	
4	33,128	34,270	35,412	36,555	37,697	38,840	
5	34,270	35,412	36,555	37,697	38,840	39,982	41,124
6	35,412	36,555	37,697	38,840	39,982	41,124	42,267
7	36,555	37,697	38,840	39,982	41,124	42,267	43,409
8	37,697	38,840	39,982	41,124	42,267	43,409	44,552
9	38,840	39,982	41,124	42,267	43,409	44,552	45,973
10	39,982	41,124	42,267	43,409	44,552	45,973	47,395
11	41,124	42,267	43,409	44,552	45,973	47,395	48,817
12	42,267	43,409	44,552	45,973	47,395	48,817	50,239
13	43,409	44,552	45,973	47,395	48,817	50,239	51,661
14	44,552	45,973	47,395	48,817	50,239	51,661	53,083
15	45,973	47,395	48,817	50,239	51,661	53,083	54,505
16	47,395	48,817	50,239	51,661	53,083	54,505	55,927
17							57,348

HB = Highest Beginning Allowance (**) # = Refers to term or quarter hours

Each salary step represents a year of experience credit; i.e. Step 0 = no experience credit; Step 6 = six years experience credit, etc. Experience means that previous teaching experience that a teacher is allowed upon entering the District, plus experience within the District.

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

District will pick up employee contribution to Public Employees Retirement System.

Effective July 1, 1988, unit members shall receive longevity pay after three (3) years at the maximum level on the MA+45 column or BA+69 column of the salary schedule. Eligible unit members shall receive longevity pay once every three years in December as a single payment equal to the increment received by persons moving to the top of the respective column.

ARTICLE IV

RATES OF PAY (continued)

2. Compensation of Tutors

A tutor shall be compensated at the hourly per diem rate as determined by training and experience except that a tutor who has accumulated 720 hours of tutor employment shall receive one year of experience credit in the calculation of his/her hourly rate. In order to be so counted, such 720 hours of employment must have accumulated within a five-year period. Such experience will not be counted for an individual who is subsequently employed as a teacher, specialist, or therapist.

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 0 through 16 below the Differential Factor represent pay column BA+0 on the regular licensed salary schedule. All differentials are factored from the BA+0 pay column. Hence, if an employee is a first-time club advisor under Range 909, he or she will receive an annual differential amount of \$420, which is 1.5 percent of Step 0 on the BA+0 pay column for the 2002-03 contract year.**
3. An employee will not necessarily be at the same step of the differential schedule that he/she is on the teacher schedule.
4. Movement from one step to the next until the highest step is reached would be automatic. An employee on the schedule whose performance is less than satisfactory would be relieved of his/her 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. Middle school intramurals will be compensated as follows:

<u>Level</u>	<u>Maximum Intramural Activity Hours</u>	<u>Percent of the Beginning Teacher No Experience Salary</u>
A	15	1.5
B	20	2.0
C	25	2.3
D	30	2.6

7. For any middle school coaching activity that contains an INTRAmural component and an INTERSchool component, the coach's salary shall be computed by determining the halfway point between the salary that the coach would have received on the intramural schedule (Article IV, B, 6) and the salary that the coach would have received on the extra duty differential schedule (Article IV, B, 13 and 14). Furthermore, employees assigned to such activities after the activity begins shall be paid in the same manner described above, effective with the date that the employee begins the assignment.
8. 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 that the District retains the right to assign extra-duty as it deems necessary.
9. In the event a coach does not complete the coaching season, he/she shall receive no compensation for that part of the season not actually worked. Any monies paid to him/her 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.
10. 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 ($2 \times 10.5 = 21$; 75% of 21 = 16).
11. Work performed as theater manager for non-school related activities shall be compensated in accordance with Article IV, E, 2.

**12. Differential Schedule for Employees, 2002-03, for Activities
Involving Supervision of Students Beyond the Regular Employee Day**

Activity	Club Advisor:	Middle School:	High School:	Middle School:	Club Advisor:
	If teacher spends 25 hours or more outside of regular school hours, and compensation is not otherwise provided (If Model UN activity is at level of No. High's as of 1990-91 as determined by the District, increase differential to 5%)	Auditorium Manager	Auditorium Manager	Band Choir Drama Orchestra Yearbook Elementary music teachers producing four annual concerts plus spring festival	Future Business Ldrs. of America Future Farmers of America Voc. Ind. Club of America Distr. Ed. Club of America Middle School Assistant Swimming Assistant Wrestling Assistant Volleyball Assistant Cross Country High School Orchestra (If responsible for a high school musical, a 1.5% differential is added)
Range	902	903	904	905	907
Differential Factor	1.50%	2.00%	2.50%	3.00%	4.00%
Step 0	420	560	700	840	1120
Step 1	437	582	728	874	1165
Step 2	454	605	756	907	1210
Step 3	470	627	784	941	1254
Step 4	487	650	812	974	1299
Step 5	504	672	840	1008	1344
Step 6	521	694	868	1042	1389
Step 7	538	717	896	1075	1434
Step 8	554	739	924	1109	1478
Step 9	571	762	952	1142	1523
Step 10	588	784	980	1176	1568
Step 11	605	806	1008	1210	1613
Step 12	622	829	1036	1243	1658
Step 13	638	851	1064	1277	1702
Step 14	655	874	1092	1310	1747
Step 15	676	901	1127	1352	1803
Step 16	697	929	1162	1394	1859

**12. Differential Schedule for Employees, 2002-03, for Activities
Involving Supervision of Students Beyond the Regular Employee Day**

Activity	Middle School:	Middle School:	Middle School:	Senior High:
	Assistant Track Assistant Football High School: Technical Director: (If more than two public dramatic productions are approved by the principal and are performed, increase Technical Director differential to 6%)	Swimming Wrestling Volleyball Intramural Coord. Cross Country	Baseball Track Basketball Football Softball High School: Yearbook Newspaper	Asst. Volleyball Asst. Baseball Asst. Wrestling Asst. Softball Asst. Track Asst. Gymnastics Asst. Swimming Head Golf (Boys-Girls) Head Tennis (Boys-Girls) Asst. Cross Country Asst. Soccer
Range	909	911	913	915
Differ- ential Factor	5.00%	6.00%	7.00%	8.00%
Step 0	1400	1680	1960	2240
Step 1	1456	1747	2038	2329
Step 2	1512	1814	2117	2419
Step 3	1568	1881	2195	2509
Step 4	1624	1949	2273	2598
Step 5	1680	2016	2352	2688
Step 6	1736	2083	2430	2777
Step 7	1792	2150	2509	2867
Step 8	1848	2217	2587	2957
Step 9	1904	2285	2665	3046
Step 10	1960	2352	2744	3136
Step 11	2016	2419	2822	3225
Step 12	2072	2486	2901	3315
Step 13	2128	2553	2979	3405
Step 14	2184	2621	3057	3494
Step 15	2254	2704	3155	3606
Step 16	2323	2788	3253	3717

**12. Differential Schedule for Employees, 2002-03, for Activities
Involving Supervision of Students Beyond the Regular Employee Day**

Activity	Senior High:	Senior High:
	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% 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% differential is added.) Drill Team	Head Cross Country Head Gymnastics (Boys-Girls) Head Volleyball Head Soccer (Boys-Girls)
Range	917	920
Differential Factor	9.00%	10.50%
Step 0	2520	2940
Step 1	2621	3057
Step 2	2721	3175
Step 3	2822	3293
Step 4	2923	3410
Step 5	3024	3528
Step 6	3125	3645
Step 7	3225	3763
Step 8	3326	3881
Step 9	3427	3998
Step 10	3528	4116
Step 11	3629	4233
Step 12	3729	4351
Step 13	3830	4468
Step 14	3931	4586
Step 15	4056	4733
Step 16	4182	4879

**12. Differential Schedule for Employees, 2002-03, for Activities
Involving Supervision of Students Beyond the Regular Employee Day**

Activity	High School	High School	High School:
	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 performed, increase Director differential to 14%).	Head Baseball Head Wrestling Head Softball Head Track Head Swimming Rally	Head Basketball (Boys-Girls) Head Football
Range	922	923	927
Differential Factor	11.50%	12.00%	14.00%
Step 0	3220	3360	3920
Step 1	3349	3494	4077
Step 2	3477	3629	4233
Step 3	3606	3763	4390
Step 4	3735	3897	4547
Step 5	3864	4032	4704
Step 6	3993	4166	4861
Step 7	4121	4301	5017
Step 8	4250	4435	5174
Step 9	4379	4569	5331
Step 10	4508	4704	5488
Step 11	4637	4838	5645
Step 12	4765	4973	5801
Step 13	4894	5107	5958
Step 14	5023	5241	6115
Step 15	5183	5409	6310
Step 16	5344	5576	6505

**12. Differential Schedule for Employees, 2003-04, for Activities
Involving Supervision of Students Beyond the Regular Employee Day**

Activity	Club Advisor:	Middle School:	High School:	Middle School:	Club Advisor:
	<p>If teacher spends 25 hours or more outside of regular school hours, and compensation is not otherwise provided</p> <p>(If Model UN activity is at level of No. High's as of 1990-91 as determined by the District, increase differential to 5%)</p>	Auditorium Manager	Auditorium Manager	<p>Band Choir Drama Orchestra Yearbook</p> <p>Elementary music teachers producing four annual concerts plus spring festival</p>	<p>Future Business Ldrs. of America Future Farmers of America Voc. Ind. Club of America Distr. Ed. Club of America</p> <p>Middle School Assistant Swimming Assistant Wrestling Assistant Volleyball Assistant Cross Country</p> <p>High School Orchestra (If responsible for a high school musical, a 1.5% differential is added)</p>
Range	902	903	904	905	907
Differential Factor	1.50%	2.00%	2.50%	3.00%	4.00%
Step 0	428	571	714	857	1142
Step 1	446	594	743	891	1188
Step 2	463	617	771	925	1234
Step 3	480	640	800	960	1279
Step 4	497	663	828	994	1325
Step 5	514	685	857	1028	1371
Step 6	531	708	885	1062	1416
Step 7	548	731	914	1097	1462
Step 8	565	754	942	1131	1508
Step 9	583	777	971	1165	1554
Step 10	600	800	1000	1199	1599
Step 11	617	822	1028	1234	1645
Step 12	634	845	1057	1268	1691
Step 13	651	868	1085	1302	1736
Step 14	668	891	1114	1337	1782
Step 15	690	919	1149	1379	1839
Step 16	711	948	1185	1422	1896

**12. Differential Schedule for Employees, 2003-04, for Activities
Involving Supervision of Students Beyond the Regular Employee Day**

Activity	Middle School:	Middle School:	Middle School:	Senior High:
	Assistant Track Assistant Football High School: Technical Director: (If more than two public dramatic productions are approved by the principal and are performed, increase Technical Director differential to 6%)	Swimming Wrestling Volleyball Intramural Coord. Cross Country	Baseball Track Basketball Football Softball High School: Yearbook Newspaper	Asst. Volleyball Asst. Baseball Asst. Wrestling Asst. Softball Asst. Track Asst. Gymnastics Asst. Swimming Head Golf (Boys-Girls) Head Tennis (Boys-Girls) Asst. Cross Country Asst. Soccer
Range	909	911	913	915
Differential Factor	5.00%	6.00%	7.00%	8.00%
Step 0	1428	1713	1999	2285
Step 1	1485	1782	2079	2376
Step 2	1542	1851	2159	2467
Step 3	1599	1919	2239	2559
Step 4	1656	1988	2319	2650
Step 5	1713	2056	2399	2742
Step 6	1771	2125	2479	2833
Step 7	1828	2193	2559	2924
Step 8	1885	2262	2639	3016
Step 9	1942	2330	2719	3107
Step 10	1999	2399	2799	3199
Step 11	2056	2467	2879	3290
Step 12	2113	2536	2959	3381
Step 13	2170	2605	3039	3473
Step 14	2228	2673	3119	3564
Step 15	2299	2758	3218	3678
Step 16	2370	2844	3318	3792

**12. Differential Schedule for Employees, 2003-04, for Activities
Involving Supervision of Students Beyond the Regular Employee Day**

Activity	Senior High:	Senior High:
	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% differential is added.) Drill Team	Head Cross Country Head Gymnastics (Boys-Girls) Head Volleyball Head Soccer (Boys-Girls)
Range	917	920
Differential Factor	9.00%	10.50%
Step 0	2570	2999
Step 1	2673	3119
Step 2	2776	3238
Step 3	2879	3358
Step 4	2981	3478
Step 5	3084	3598
Step 6	3187	3718
Step 7	3290	3838
Step 8	3393	3958
Step 9	3496	4078
Step 10	3598	4198
Step 11	3701	4318
Step 12	3804	4438
Step 13	3907	4558
Step 14	4010	4678
Step 15	4138	4827
Step 16	4266	4977

**12. Differential Schedule for Employees, 2003-04, for Activities
Involving Supervision of Students Beyond the Regular Employee Day**

Activity	High School	High School	High School:
	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 performed, increase Director differential to 14%).	Head Baseball Head Wrestling Head Softball Head Track Head Swimming Rally	Head Basketball (Boys-Girls) Head Football
Range	922	923	927
Differential Factor	11.50%	12.00%	14.00%
Step 0	3284	3427	3998
Step 1	3416	3564	4158
Step 2	3547	3701	4318
Step 3	3678	3838	4478
Step 4	3810	3975	4638
Step 5	3941	4112	4798
Step 6	4072	4249	4958
Step 7	4204	4387	5118
Step 8	4335	4524	5278
Step 9	4467	4661	5438
Step 10	4598	4798	5597
Step 11	4729	4935	5757
Step 12	4861	5072	5917
Step 13	4992	5209	6077
Step 14	5123	5346	6237
Step 15	5287	5517	6436
Step 16	5450	5687	6635

2003-04 Differential Schedule

ARTICLE IV RATES OF PAY (continued)

C. Pay Column Change

1. An employee who completes course work which qualified him/her for a change from one training level to another during the year, shall submit evidence of satisfactory completion to the District. The employee's salary shall be adjusted accordingly, effective on the first day of the month following receipt of the evidence by the District.
2. **For registered nurses, licensed occupational therapists and licensed physical therapists, 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, eleven (11) 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 **Leadership** differentials 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 **Leadership** positions are compensated as follows:

<u>Position</u>	<u>Experience Salary</u>	<u>Percent of Salary of MA + O, 4 Years</u>
Middle School Activity Advisor		1.5
Teacher, Media Specialist, Lead, High School		3.1
Middle School Coop Team Leader		3.8
Program Assistant		6.1
Teacher Leader, Reading Recovery		6.1
Elementary Team Leader		7.0
Middle School Team Leader		7.0
Elementary Head Teacher		7.0
Teacher Leader, School Improvement, Elementary School		9.1
Teacher Leader, School Improvement, Middle School		9.1
Teacher Leader, School Improvement, High School		9.1
High School Department Coordinator		9.1
High School Activity Advisor		9.1
Program Associate		9.1
Team Leader, Teen Parent Program		9.1

The teacher leader work load and time requirements are expected to be similar to those of department coordinators at the high schools and team leaders at the middle and elementary schools. Most work of the teacher leaders should be accomplished inside the contracted work week. The differential is intended to compensate the teacher leader for the additional leadership responsibilities and time spent beyond the normal work day. If days are required beyond the contract year, compensation will be provided.

E. Extended Work Day/Year

1. An employee who works beyond the contract year shall be paid at the per diem rate of his/her 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. Upon employee request and with approval of the employee's supervisor, in lieu of pay, the District will allow compensatory time off. Situations which formerly qualified for compensatory 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. The provisions of this section shall not apply to one (1) open house (**approximately 1.5 hours**) or equivalent per school year. In agreeing to this subsection, the parties in the case of specialists and therapists specifically waive the provisions of ORS 279.340.
3. The employee's per diem hourly rate shall be paid for work on weekends.
4. An employee who is employed as a behind-the-wheel driver education teacher or as a classroom driver education teacher shall be paid at his/her per diem hourly rate.
5. A new employee required by the District to work beyond the teacher contract year shall be compensated at the per diem rate of his/her annual salary.
6. A part-time teacher who occupies a portion of a full-time equivalency will be compensated at his/her per diem hourly rate when he/she is employed as a substitute for the other portion of the same full time equivalency.

F. Curriculum Rate of Pay

1. A licensed employee who voluntarily participates in curriculum-based, non-instructional and non-supervisory duties beyond the contract day or contract year shall be compensated at the Curriculum Rate of Pay. This work may include staff development activities linked to the District's student goals, a school's CSIP, or professional development activities intended to improve classroom instruction.
2. The Curriculum Rate of Pay for **2002-03** shall be **\$27.06** per hour and **\$27.60 per hour for 2003-04**. This rate shall increase proportionally with the Base Rate of Pay each subsequent year of this contract.

G. 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.

H. Retirement Incentive

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 the age at which he/she becomes qualified for early retirement social security benefits who elects to take early retirement shall be paid early retirement benefits until the month in which the employee reaches the age at which he/she qualifies for social security early retirement benefits subject to the following conditions:

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 thirty (30) years of accredited service in the Public Employees Retirement System (PERS).

4. No payment will be made for any month in which the employee is regularly employed by the District.
5. The **2002-2003** monthly early retirement benefit is **\$728**
The **2003-2004** monthly early retirement benefit is **\$728**
6. An employee who completes the prior school year shall be eligible for the benefit which becomes effective on the following July 1.
7. 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.
8. An employee who has thirty (30) years of accredited service in PERS who elects to retire before the age of 55 may elect to take the total number of dollars he/she would receive if he/she had actually reached the age of 55 (the early retirement dollar benefit multiplied by the number of months between age 55 and the age at which a person qualifies for social security early retirement benefits) and to divide that sum by the number of months between the date of retirement and the date upon which the employee will qualify for social security early retirement benefits. The result shall be the benefit paid to that employee monthly. Alternatively, the employee described above may elect to begin the early retirement benefit immediately upon retirement, or postpone receipt of early retirement benefits until reaching age 55, but the total number of months of early retirement paid shall not be greater than if the employee had been age 55 at retirement.
9. A tutor is excluded from coverage under Article IV, G.

I. Special Education Differential

Special education instructors and speech pathologists shall receive a differential of 7.1% per year based on the rate of MA + O, 4 years.

ARTICLE V

PAY POLICIES

A. Check Mailing Option

1. By written notification to the District, an employee may opt to have their checks mailed to a bank of his/her choice for deposit. The employee will assume all responsibility for control of the paycheck after it is mailed by the District to the designated bank.

B. End of Year Pay

1. Each employee shall be paid on the basis of twelve (12) equal payments. Annually, however, no later than August 1, a returning employee shall be permitted to elect payment on the basis of ten (10) equal payments, September through June. Other employees shall be permitted to elect such payment at the time they are offered employment. An election may be made not more than once each year by written notice to the District not later than August 1. Once a timely election is made it will be effective on the next succeeding September payday and will remain in effect from year to year thereafter.
2. On written request not later than May 1, an employee who is being paid on a 12 month basis and returning to the District shall be paid on the last working day of the school term the salary amounts due him/her in July and August. The salary amount due him/her in June will be paid on the last working day of June (i.e., June 29). Once a timely election is made it will remain in effect from year to year thereafter. An election to change this option must be made no later than May 1.
3. On written request not later than May 15, an employee who is being paid on a 12 month basis and not returning to the District shall be paid on the last working day of the school term the salary amounts due him/her in July and August. The salary amount due him/her in June will be paid on the last working day of June (i.e., June 29).

C. Dues and Payroll Deductions

1. An employee who is a member of the Association or who has applied for membership may sign and deliver personally or through the Association to the District an assignment authorizing deductions of membership dues in the United Teaching Profession (SEA-OEA-NEA). Pursuant to such authorization, the District shall deduct monthly dues from the regular salary checks of employees each month that deductions are authorized. Authorizations must be delivered to the District by the tenth of the month prior to the effective payroll date upon which the deduction is to be made. Such authorization shall continue in effect during the term of subsequent contracts unless revoked in writing.
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
OEA Foundation

4. At the beginning of the school year the District shall provide the Association with a list of employees employed by the District no later than October 15. The Association will be advised of new hires and terminations which become effective during the school year. Such

notice will be provided within forty-five (45) days following the effective date of such changes.

5. The Association agrees to hold the District harmless against any and all claims, suits, orders, or judgments brought against the District as a result of the provisions of this article.
6. The District, at employee's request, will correct any District payroll error within five (5) working days of the employee's request.

D. Tutors

1. The pay period of a tutor is from the sixteenth of one month through the fifteenth of the following month.

ARTICLE VI

EXPENSES

A. Travel Expense

1. An employee shall receive travel expenses at the non-taxable mileage rate allowable under IRS rules when required by the District to use his/her automobile on District business. The rate shall be determined annually as of July 1.
2. When an employee is required by the District to be out of town overnight on District business, he or she shall be allowed per diem twenty-five dollars (\$25) per day 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 his/her own automobile while on school business. The rate shall be determined annually as of July 1.

C. Tuition Reimbursement

1. At employee request the District shall provide tuition reimbursement using hourly rates charged at Western Oregon State University for up to three (3) hours credit annually. At District option the District may limit its expenditures for this provision to \$90,000 annually.

Registered nurses, licensed occupational therapists and licensed physical therapists 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, eleven (11) 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.

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 his/her designee.

2. In addition, the District shall provide tuition reimbursement using hourly rates charged at Western Oregon State University for courses it requires employees in the District to complete. 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 his/her designee.

D. Instructional Improvement Day

1. 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 Instructional Improvement Day participant for up to \$15 of registration fees annually. Each employee shall make a reasonable effort to car pool. Car pooling, however, shall not constitute a prerequisite for funding under the provision. Agreement to this provision does not imply District commitment to participation in future Instructional Improvement Days.

ARTICLE VII

EMPLOYEE BENEFITS

A. Insurance

1. The maximum District contribution for plans selected shall be **\$550 for the 2002-2003 insurance year** and **\$625 for the 2003-04 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 tutor is excluded from coverage under this article.
5. 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%) average 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, Step 0, 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. The Plan shall allow **eight (8)** visits to the provider annually. 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, and 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 his/her 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 disability resulting from illness or injury, and sick leave shall not be considered available as terminal leave, 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 he/she receives 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 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. His/her 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 shall be given a written accounting of his/her use and accumulation of sick leave.
- e. Sick leave benefits will be paid to an employee who is certified by a physician as disabled due to maternity reasons on days for which she otherwise would have been compensated.

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, **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. Emergency Leave

- a. Three (3) days of emergency 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 reason for the leave is an emergency which is beyond the control of the employee and must be taken care of during school hours.
 - (2) The leave will not be used for vacation or recreation activities.
 - (3) The leave will not be used to participate in Association activities.
 - (4) The leave will not be used to seek or accept employment elsewhere.
 - (5) The leave will not be used for personal illness.
 - (6) One (1) of the three (3) days may be used for personal commitments, even though such reasons may not be emergency in nature. Personal leave may not be granted during the first week or last week of the school year, nor in the week prior to winter or spring break, nor the day prior to a holiday. Emergency leave may be used during these periods when personal leave is not allowed.

The employee will sign a statement that such leave is not to be used for vacation or recreation activities or to extend a vacation.

- (7) At the time emergency leave is taken, other than under the conditions outlined in (6) above, the employee shall provide the superintendent or his/her designee with a copy of a form provided by the District which explains the nature of the emergency in

a sealed envelope. The form shall be destroyed unread within ninety (90) calendar days, unless the District becomes apprised of actual facts that establish abuse of the leave.

- (8) 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 his/her 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 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 SEA 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 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 his/her 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 his/her 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 he/she would have achieved had he/she 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. Military Leave

An employee who has been employed for more than ninety-five (95) contract days and who is called to temporary active annual duty as a member of the National Guard, National Guard Reserve, or of any reserve component of the Armed Forces of the United States, or of the United States Public Health Service shall be granted leave with no loss of pay for a period of not more than fifteen (15) contract days in any one calendar year.

B. Leaves of Absence Without Pay

1. Parental Leave Without Pay

- a. A male or female 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 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 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 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 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 four and a half months or more 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. Study or Service Leave Without Pay

A contract employee shall be granted leave of absence for involuntary military service, for advanced study for the purpose of completing not less than 45 hours of collegiate work, and for Peace Corps or ACTION Service. These employees shall be returned at the step on the salary schedule that they would have obtained had they not taken leave.

c. Long-term Disability Leave Without Pay

Long-term disability 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 temporary disability, in which case the period of leave shall be for the entire period of disability resulting from the temporary disability.

d. Military Leave Without Pay

An employee who has been employed for less than ninety-five (95) contract days and who is called to temporary active annual duty for training as a member of the National Guard, National Guard Reserve, or of any reserve component of the Armed Forces of the United States, or of the United States Public Health Service shall be granted leave without pay for a period of not more than fifteen (15) contract days in any one calendar year.

An employee shall be entitled to a military leave of absence without pay during a period of service with the Armed Forces of the United States. He/she shall, upon honorable discharge from such service, be returned to a position at the salary rate prevailing for such class. Such employee shall make application for reinstatement within ninety (90) days and shall report for duty within six (6)

months following separation from active duty. Failure to comply will terminate military leave status and its benefits. When an employee voluntarily re-enlists or extends his/her period of military service, his/her military leave shall be deemed canceled.

e. 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 reimburse the District for the full costs of the employee's per diem salaries.

C. Tutors are not eligible for any leaves under Article VIII.

ARTICLE IX

WORKING CONDITIONS

A. Workweek and Workday

1. The normal workweek of employees shall be forty (40) hours, including a 30-minute duty-free luncheon 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. Normal Workday:

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.
3. A tutor is excluded from coverage under Article IX, A.

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. Full-time kindergarten teachers shall receive 60 minutes of prep time per week within the contact day in blocks of no less than 30 minutes, in addition to 30 minutes each day between kindergarten sessions. Extra grading or conferencing time is currently available on request through the supervisor.
6. 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.

7. The District will provide the following extended contract days:

Elementary Media Teachers	5 Days
Elementary Team Leaders	2 Days
Middle School Team Leaders	2 Days
High School Department Coordinators	2 Days
Teacher Leader, School Improvement, Elementary School	2 Days
Teacher Leader, School Improvement, Middle School	2 days
Teacher Leader, School Improvement, High School	2 days
High School Counselors	1 Day

8. **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. Tutor Preparation Time

1. A tutor is excluded from coverage under Article IX, B.
2. A tutor shall receive one hour of preparation time for every **12** hours of instruction.

D. Outside Employment

1. An employee may hold jobs other than with the District as long as they do not interfere with his/her contractual work responsibilities.

E. Elementary Class Loads

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 in effect on January 16, 1991, 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.

1. For the **2002-03** school year the District will provide \$300,000 in an overload elementary classroom account.
2. For the **2003-04** school year the District will provide \$300,000 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.

F. Working Conditions

1. The site council or its equivalent in each school will participate in an annual review of meetings related to HB 3565 and its attendant issues.

G. 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.

H. Successful Schools Program

1. A teacher who receives a monetary reward under the Successful Schools Program (SB 880) shall individually decide how to use the reward to support his/her professional growth plan activities.
2. Professional development or tuition reimbursement money or other benefits available under this agreement shall not be reduced due to a reward under the Successful Schools Program.

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, and one District granted holiday. 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 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.

E. Assignment Notification

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

F. Tutor Exclusion

A tutor is excluded from the provision of this article except that he/she shall receive hourly per diem to the extent he/she is required by the District to attend inservice activities.

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. First consideration will be given to currently employed contract and probationary personnel in filling any vacancies. **The right of first consideration shall be extended to temporary employees during the term of their contract for positions that begin after their current contract ends.**
2. If there are fewer than three (3) in-district applicants for a vacancy, the supervisor may request to review an out-of-district manifest provided the following conditions are met:
 - a. The in-district applicant(s) file(s) must be reviewed first.
 - b. The in-district applicant(s) must be offered the first interview time slot(s).
 - c. If the in-district applicant(s) declines to be interviewed during the first time slot(s), then he/she must be interviewed within that day's schedule.
3. For ten (10) workdays prior to the first day of teacher inservices the District can prepare an outside manifest for supervisor review provided the following conditions are met:
 - a. The in-district applicant(s) file(s) must be reviewed first.
 - b. The in-district applicant(s) must be offered the first interview time slot(s).
 - c. If the in-district applicant(s) declines to be interviewed during the first time slot(s), then he/she must be interviewed within that day's schedule.
4. A tutor is excluded from coverage under this article.

B. Voluntary Transfers

1. An employee, probationary or contract, who wishes to transfer from his/her present assignment must indicate this desire on forms provided by the District. Request for transfer initiated by the employee shall be made in writing and must be signed by the employee and the principal or immediate supervisor. The District will acknowledge receipt of a transfer form within ten (10) days after its receipt. Employees may request in order of preference for appropriate consideration. Request for transfer must be made annually.
2. Declared vacancies for the subsequent school year will be listed during the school year by Human Resources in the staff newsletter or by other appropriate means. During the summer, Human Resources will maintain a weekly listing of vacancies. The Association will receive copies of lists of vacancies published by Human Resources.
3. An employee who wishes to transfer from his/her present assignment must submit this request for transfer so it will reach Human Resources no later than the closing date indicated on the Notice of Position Vacancies. Within ten (10) days of filling each vacancy, the District will notify each unsuccessful applicant of the District's filling the vacancy.
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. Administrative Transfers

1. An administrative transfer 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. When time permits, employees identified for administrative transfer will be provided the opportunity to indicate in writing any preferences regarding location or assignment.
3. Employees administratively transferred 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 Superintendent or designee** will be responsible for determining the amount of additional preparation time needed.

ARTICLE XII

EMPLOYEE EVALUATION AND RECORDS

A. Employee Evaluation

1. The primary purpose of evaluation shall be improvement of instruction, measurement of employee effectiveness, and for continuation of employment.
2. The evaluation form identified in the District's evaluation procedures (Evaluation Through Performance Improvement Commitments (EPIC) 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.
3. The District will develop evaluation instruments to be used in evaluating tutors or will use the teacher evaluation form for this purpose, whichever it considers more appropriate.

B. Personnel Files

1. The official file of each employee is confidential and shall be kept in the District Human Resources office.
2. No material derogatory to an employee's conduct, service, character, or personality will be placed in the employee's personnel file unless the employee has had an opportunity to review the material. The employee will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy 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 such material and his/her 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 his/her file. If an employee desires, he/she may have an Association representative present.
4. An employee may have access to review his/her 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, he/she may have an Association representative present.

C. Complaints

An employee shall be advised of any formal complaint filed. The complaint shall be discussed with the employees involved. If such 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. Any complaint not processed in conformance with this section shall not be used in the evaluation process.

ARTICLE XIII

REDUCTION IN FORCE

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 SEA 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 he or she remains 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 his/her 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.
- C. 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.
- D. Tutors are excluded from coverage under this article.

ARTICLE XIV

SCHOOL VISITATION AND EDUCATIONAL CONFERENCES/MEETINGS

- A. The District will continue to 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.
- B. If an employee is denied time for school visitation, he/she 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 or tutor shall have the authority and responsibility to determine grades and other evaluations of the students. No grade or evaluation shall be changed without prior consultation with the teacher or tutor except when such consultation with the teacher or tutor is not practicable because of the absence of one or both parties. If the teacher or tutor does not agree with such change, the decision may be appealed directly to the Superintendent or **designee**, whose decision shall be final. Subsequent to such grade change, the teacher or tutor shall be notified through appropriate channels.

B. School Disciplinary Procedure

1. 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.
2. 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.
3. The building principal will provide the employees with the written building discipline procedure at the beginning of each school year. Teachers and administrators shall adhere to the procedures.
4. All employees are expected to accept a share in the responsibility for the control and discipline of students in the total school environment.
5. When, in the judgment of an employee, a student is, by his/her behavior, disrupting the instructional environment to the detriment of himself/herself and/or others, the employee will take appropriate action under the terms of the school disciplinary procedure.
6. 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. Whenever possible the referring/sending teacher will be provided information about status of referral prior to the student's return to the classroom.
7. The appropriate administrator will then provide the employee with a statement of the administrative disciplinary and/or corrective action taken.

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 his/her contractual duties.
- B. An employee who pursues a court challenge which addresses the subject of this provision shall be deemed to have elected his/her 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 #3 below exhaust the employee's accumulated sick leave.
- B. Each employee may contribute an initial one-half (1/2) day of his/her accumulated sick leave to a common bank. 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) per member of the bank. Such contributions are irrevocable. Only employees who have contributed days to the bank may apply for days from the bank. Participation in the bank shall be voluntary. Employees who have not participated previously shall be permitted to contribute during annual open enrollment periods.
- 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 his/her job for more than ten (10) work days, a member may request days from the bank. 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. The committee shall grant the request if (1) District records show that the member has exhausted his/her 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 him/her from performing his/her 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. 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.
- E. 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.
- F. 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.
- G. Membership shall be terminated by written request of the member or by the end of employment with the District. Previously donated days shall remain in the bank.

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 Bloodborne 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 Bloodborne 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. Staff shall be informed within five (5) days after being assigned to a student who has a known behavioral management component to his/her IEP.
3. 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 3 a and 3 b 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 an individual teachers 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, 2002** 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, 2004**.


C. Duration of Agreement

1. This Agreement shall be effective **July 1, 2002** and shall continue in effect until **June 30, 2004**.
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 Education Association



District School Board

By _____

By _____

Date 11/12/02

Date 11-12-02