

NOTICE: The 7:00 p.m. Regular Board Meeting will be open to the public via live broadcast on KRVM 1280-AM and 98.7 FM, the internet at www.4j.lane.edu/stream, and via Zoom Webinar at <https://4j-lane-edu.zoom.us/j/92933253616>

School Board Meeting Request Forms:

Sign up to provide public comment: www.4j.lane.edu/board/publiccomment

The board will hear public testimony via Zoom from community members who sign up in advance. Up to 10 people will be scheduled to provide public comment at each regular meeting. Priority will be given to residents who have not recently provided public comment in a board meeting.

Requests to provide public comment must be submitted no later than 5 p.m. on the Monday before the meeting.

**7:00 PM
Regular Meeting**

I. 5:00 - 6:30 p.m. Executive Sessions:

1. 5:00-5:45 p.m. The board will convene in executive session to “consider records that are exempt by law from public inspection,” pursuant to ORS 192.660 (2) (f).

2. 5:45-6:30 p.m. The board will convene in executive session to “consider records that are exempt by law from public inspection,” pursuant to ORS 192.660 (2) (f).

Executive Sessions are not open to the public. All matters discussed during executive sessions are confidential and shall not be disclosed by any representative of the news media without authorization by the school board.

II. 7:00 p.m. Regular Board Meeting:

III. Call to Order, Roll Call, Flag Salute, Land Acknowledgement

IV. Agenda Review

V. Introduction of Guests and Superintendent’s Report

VI. Comments by Board Chair

VII. Items Raised by the Audience

VIII. Comments by Employee Groups

IX. Comments and Committee Reports by Individual Board Members

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1. Approve 4J's Network Infrastructure 3
Presenter: Steve Menachemson, Director of Technology

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Presenter: Karen Hardin, Director of Human Resources

3. Approve Meeting Minutes from November 2, 2022 77

XI. Items for Information

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Presenter: Rob Hess, Chief of Staff; Collina Beard, Chief Administrative Officer

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Presenter: Rob Hess, Chief of Staff

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	Presenter: Brooke Wagner, Assistant Superintendent of Instruction	
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	Presenter: Andy Dey, Superintendent	
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	Prepared by: Rob Hess, Chief of Staff	
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	1. Superintendent Evaluation Goals (10 minutes)	129
	Presenter: Andy Dey, Superintendent	
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	Presenter: Maya Rabasa, Board Chair	
XIV.	Suggestions by the Board for Consideration of Items at a Future Meeting	
	1. 2022–23 Board Meeting Calendar:	
	AUGUST 2022: Wednesday, August 3 and Wednesday, August 17	
	SEPTEMBER: Tuesday, September 6 Board Retreat; Wednesday, September 7 and Wednesday, September 21	
	OCTOBER: Saturday, October 1 Board Retreat; Wednesday, October 12; Wednesday, October 19 and Monday, Rescheduling: October 24 Board Retreat	
	NOVEMBER: Wednesday, November 2 Wednesday, November 16	
	DECEMBER: Wednesday, December 7 and Wednesday, December 14	
	JANUARY 2023: Wednesday, January 18	
	FEBRUARY: Wednesday, February 1 and Wednesday, February 15	
	MARCH: Wednesday, March 1 and Wednesday, March 15	
	APRIL: Wednesday, April 19	
	MAY: Wednesday, May 3 and Wednesday, May 17	
	JUNE: Wednesday, June 7 and Wednesday, June 21	
XV.	Adjourn	

THIS MEETING WILL BE BROADCAST OVER KRVM-AM (1280)

INFORMATION FOR THE DEAF AND HARD OF HEARING:

Closed Captioning is available during Board meetings through a zoom live feed which is also displayed at in-person meetings.



ITEM FOR ACTION – CONSENT AGENDA

Date of Meeting

Nov 16, 22022

Title

Approve the replacement of 4Js Core Network Infrastructure

Presenter

Steve Menachemson

Background

Mission critical backbone equipment interconnecting all digital platforms in the district is > 7 years old, end of sale and has limitations restricting design changes, capacity, performance and stability.

In addition to replacing these components, implementation will be supported with a new design providing:

- Enhancement to survivability
- Increase bandwidth capacity
- Growth and stability
- Performance and security

This request seeks Board approval for a phased approach to replace/upgrade the following

- Juniper equipment
- Aruba equipment
- FortiNet equipment

The project will be rolled out in phases and completed during the next school year. This is largely due to product ship dates estimated to be 210 days from order. Funding for this purchase is secured from the Technology Dept ESSER allocation, targeted to assist in mitigating the cost to expand infrastructure during the height of COVID.

If the Board declines to approve this purchase, it is possible that the cost of a future purchase would be greater and require district funds outside of ESSER. If an immediate purchase is delayed, the risk of network outage and therefore operational impact across the district will increase.

Board and Superintendent Goals

The proposal supports the Board Goal to provide prudent stewardship of District resources to best support student success, education equity and choice.

Recommendation

The Superintendent recommends approval of the purchase of the equipment listed above at a cost of ~\$950k.



ITEM FOR ACTION – CONSENT AGENDA

Date of Meeting

November 16, 2022

Title

Approve Agreement with Oregon School Employee Association

Presenter(s)

Karen Hardin, Director of Human Resources

Background

The Oregon School Employee Association, representing classified employees, and the district are parties to a collective bargaining agreement that expired on June 30, 2022. Representatives of the parties have exchanged proposals and have reached tentative agreement on a proposed agreement. The proposed agreement:

- Has a 3-year term (July 1, 2022 to June 30, 2025).
- Provides cost of living increases of 12%, 6% and 4% over the next three years. (The increase for 2022-23 will be retroactive to July 1, 2022).
- Establishes a district minimum wage of \$18.00 an hour.
- Grades 4 and 5 will be incorporated into Grade 6 on the classified salary schedule.
- Provides an additional step increase to eligible existing members in Grades 6-18.
- Increases the district's monthly contribution towards health insurance by \$45 in the 2023-24 and the 2024-25 school years.
- Updates union member dues deduction and association rights provisions.
- Allows the district to recruit for multiple vacancies within nutrition services, custodial services and special education with a single pool posting while still considering applicants preference in assignments.
- Increases the maximum number of sick leave days in the sick leave bank to 800.
- Allows a retroactive reimbursement to cover the required 5-unpaid days of sick leave prior to if hours are granted from the sick leave bank.
- Increases amount of paid personal days from 2 to 3 per year and allows members to carry over up to two unused personal days (capped at 5 days).
- Provides unpaid leave to eligible members who are pursuing a teaching license and need a temporary leave from their position to complete student teaching.
- Incorporates language to outline the role of union representation in investigatory interviews.
- Incorporates language clarifying the role and compensation for member who serve in various academic testing assignments.
- Provides an annual allowance of \$150 for staff required by their supervisor to wear safety-rated footwear.

- Incorporates language related to uniforms for campus monitors
- Provides an evening shift differential of \$0.50/hour for employees whose regular shift includes hours between 7:00 p.m. and 5:00 a.m.
- Provides \$750 annual stipend for employees in a designated bilingual classification.
- Sets annual stipends for student affinity group facilitators -- \$2,500 (high school), \$1,500 (middle) and \$1,000 (elementary).
- The district will provide a monthly contribution to members TSA (2.5% of the monthly wags).
- Provides reimbursement to members for stolen or damaged personal property related to instructional responsibilities.

A copy of the agreement is in the board packet. OSEA members have voted to approve the agreement.

Budget/Resource Implications

The cumulative cost of this agreement over a three-year period is \$27 Million (classified costs only).

Recommendation

The Superintendent recommends approval of the agreement with OSEA.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

OREGON SCHOOL EMPLOYEES ASSOCIATION

Chapter No. 1



and

EUGENE SCHOOL DISTRICT 4J



~~2022 - 2025~~ ~~18 - 2022~~
(As amended in ~~August~~ November 2024)

Eugene School District 4J provides equal educational and employment opportunities. District programs, activities and practices shall be free from discrimination and harassment based on race, color, religion, sex, sexual orientation, gender identity or expression, national or ethnic origin, marital status, age, mental or physical disability or perceived disability, pregnancy, familial status, genetic information, military or veterans' status.

The district complies with all applicable state and federal laws and regulations, including but not limited to: Title IX of the Education Amendments of 1972; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act (ADA) of 1990 and the ADA Amendments Act of 2008; and Oregon laws prohibiting discrimination. The district's compliance includes all district programs, courses and activities, including extracurricular activities, services, and access to facilities.

The following employees have been designated to respond to questions and complaints from students, parents, staff and members of the public about nondiscrimination and equal educational opportunities, including harassment, sex discrimination and sexual harassment:

ADA Accessibility Coordinator
200 North Monroe Street
Eugene OR 97402
541-790-7672
hr_ada@4j.lane.edu

Title VI & IX Coordinator
200 North Monroe Street
Eugene OR 97402
541-790-7558
titleixcoordinator@4j.lane.edu

EEO Coordinator
200 North Monroe Street
Eugene OR 97402
541-790-7668
eeo@4j.lane.edu

Commented [CD1]: Team, do we need to update these numbers?

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[WILL BE UPDATED AND INSERTED IN FINAL CBA]

**COLLECTIVE BARGAINING AGREEMENT
Between OREGON SCHOOL EMPLOYEES
ASSOCIATION, CHAPTER 1 and
EUGENE SCHOOL DISTRICT 4J,
LANE COUNTY, OREGON 201822-20225**

Eugene School District 4J
200 North Monroe Street
Eugene OR 97402

THIS AGREEMENT, made the 5th day of ~~September~~ ~~November~~ 2018~~22~~, ~~as amended on August 18, 2021~~, by and between EUGENE SCHOOL DISTRICT 4J, LANE COUNTY, OREGON, herein called "District," and the OREGON SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 1, herein called "Association."

RECITAL

The Eugene School District No. 4J, Lane County, Oregon is required by law to negotiate with the representative of its employees on matters concerning employment relations, which include, but are not limited to, matters of direct or indirect monetary benefits, hours, vacations, sick leave, grievance procedures and other conditions of employment of persons in the bargaining unit, and the parties through negotiations in good faith, have reached agreement on such matters. The parties desire to execute this Agreement.

ARTICLE 1 - TERMS OF THE CONTRACT

1.1 Duration of Agreement. This Agreement shall become effective on July 1, ~~2018-2022~~ and remain effect through June 30, ~~2022-2025~~. ~~However, by March, 2021, either party may reopen the following articles: Work Year / furlough days, Appendix A (Compensation), I (Insurance Reserve Transfers), and Articles 17 (Insurance) and 19 (Compensation) and one additional article. The purpose of the reopener is to determine the wages, benefit contributions and eligibility, and work year for the fourth year (2021-22) of this contract and to allow each party to address one additional matter of concern at that time. The reopener will be conducted on an expedited basis pursuant to ORS 243.698.~~ During successor negotiations for the ~~2022-2025~~ contract, each party will open no more than five articles for negotiation, and may open an unlimited number of economic articles, including but not limited to wages, benefits, allowances and insurance reserves. The purpose of limiting the number of articles for successor negotiations is to support the parties' interest in expediting bargaining.

1.2 Negotiating Successor Agreement. The parties agree to enter into collective bargaining over a successor agreement no later than ~~January/February~~ 15th of the last fiscal year of this Agreement. Any Agreement so negotiated shall be reduced to writing after ratification by the parties.

1.3 Matters Covered. All matters not specifically covered in this Agreement shall be deemed to have been raised and disposed of as if specifically covered herein. This instrument contains the full and complete Agreement between the Association and the District on all bargainable issues and neither party shall be required during the term of this Agreement to negotiate or bargain upon any issue except as provided in this Agreement.

Notwithstanding the foregoing, if federal or state laws are enacted during the term of this Agreement which directly and negatively affect a specific term of this Agreement, either party may demand to bargain the negative effect. In addition, the Association ~~accepts~~ from Section 1.3 its right to require bargaining on any District change in working conditions on smoking in the work place.

Commented [CD2]: Should this read "excepts" ?

1.4 Separability. In the event that any provision of this Contract shall at any time be declared invalid by any court of competent jurisdiction or by the Oregon Employment Relations Board or if a statutory change voids a Contract provision, such decision or statutory change shall apply only to the specific article, section or portion thereof directly specified in the decision or directly affected by the statutory change. Notwithstanding ORS 243.702(1), such a decision or statutory change shall not invalidate the entire Contract; it being the express intention of the parties hereto that all other provisions not declared invalid or voided shall remain in full force and effect.

If such a decision or statutory change does invalidate any provision of this Agreement, then upon the request of either the District or the Association, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.

1.5 Funding. The parties recognize that revenues needed to fund the benefits provided in this Agreement must be provided by established budget procedures and in certain circumstances by the vote of the citizens. All such benefits are, therefore, contingent upon sources of revenue and, where applicable, voter approval. After the imposition of any resource and/or expenditure limitation by the court(s), the legislature, or a vote of the people of Oregon, the direct and indirect monetary benefits of this Agreement shall be subject to renegotiation between the parties, upon written request for renegotiation being made by the District to the Association. In the event the District requests renegotiation prior to June 30, the existing monetary benefits shall be continued into the next fiscal year. In the event the District requests renegotiation after June 30, monetary benefits will revert to those existing during the prior fiscal year.

If negotiations do not result in a modification(s), the District may implement its last offer as provided herein. If the total cost of the direct and indirect monetary benefits of the District's last offer is not less than ninety-five percent (95%) of the total cost of direct and indirect monetary benefits enjoyed by employees in the prior fiscal year, the District may implement its last offer after mediation and fact-finding and the Association waives the right to strike. If the total cost of the direct and indirect monetary benefits of the District's last offer is less than ninety-five percent (95%) of the total cost of the those enjoyed by employees in the prior fiscal year, the District may implement its last offer, and the Association may exercise the right to strike as provided by law. However, the Association waives the right to strike if the District's last offer is associated with a resource and/or expenditure limitation imposed by the court(s), the legislature, or a vote of the people of Oregon.

If the District closes its schools because of lack of funds, no member of the bargaining unit shall be entitled to any benefit provided in this Agreement while the schools are closed. The District shall not be required to "make up" any terminated benefit after schools are again opened, but the District will use its best efforts to enable employees to continue non-recoverable insurance coverage with voluntary payments by the employee while schools are closed.

1.6 The Association and the District will cooperate in the formation and function of a joint labor/management committee which will address issues of mutual concern. Issues will be brought to the committee by designated representatives of the Association and the District, and by committee members. The committee will not function in place of the grievance procedure or the negotiation process.

The joint labor/management committee shall meet regularly throughout the work year and be representative of District managers and the Association's members. The committee shall adopt a structure for its process and use an interest based process for addressing issues. A small group shall be designated the committee's coordinators who shall meet on a more regular basis and be the primary source for identifying issues that the committee will address. The committee is intended to function and make its decisions by mutual agreement.

1.7 Appendices A through Appendix are attached to this contract, incorporated herein, and made part of this contract.

ARTICLE 2 – RECOGNITION

- 2.1 Exclusive Representative. The District hereby recognizes the Association as the exclusive bargaining representative for all classified employees of the District; EXCLUDING: Supervisory and confidential employees; work experience persons, substitutes, trainees, temporary employees, and non-bargaining unit seasonal employees, as defined herein; and those employees of the District in the teacher and substitute teacher bargaining units, and employees whose position requires a teaching certificate.
- 2.2 Definitions
- 2.2.1 Employee. For the purpose of this Contract, the term "employee" shall include all employees represented by the Association in the bargaining unit.
- 2.2.2 Temporary Employee. For the purpose of this Contract, a "temporary employee" is one who is hired for a period not to exceed ninety (90) working days to fill a position created for the purpose of completing a specific task that will not be done on a regular basis.
- 2.2.3 Substitute Employee. For the purpose of this Contract, a "substitute employee" is one hired for the purpose of filling the position of an absent employee.
- 2.2.4 Seasonal Employee. A seasonal employee is employed in a position available each year on a seasonal basis. A person hired to fill a seasonal position who at the time of hire is not employed in a position represented by OSEA in Section 2.1 is a non-bargaining unit seasonal employee.
- 2.2.4.1 Rights and benefits of employees in the bargaining unit hired in seasonal positions:
1. The District shall post seasonal positions.
 2. If the District intends to hire non-bargaining employees as seasonal grounds crew employees during spring break, then a minimum number of seasonal grounds crew positions shall be established and posted for the spring break and qualified District employee applicants shall be given first consideration for these positions. Facilities Management shall work with the grounds crew to determine the minimum number of bargaining unit member seasonal positions based on weather, financial resources, number of workers needed, type of grounds work, and other variables normally considered.
 3. Qualified District employees will be given first consideration in filling seasonal positions.
 4. Seasonal Positions in the Same Classification: District employees hired for seasonal positions that are in the same classification as the employee's current classification shall have all the rights, benefits, and responsibilities as if continuously employed in the same classification, except seasonal employees in the same classification are not eligible for vacation and are eligible for the payment in section 2.2.4.
- 2.2.4.2 Seasonal Positions in a Different Classification:
1. District employees hired for seasonal positions that are not in the employee's current classification shall be paid ~~on pursuant to the first five steps of the seasonal position classified salary schedule for the position pay range.~~ The employee will be placed on the step corresponding with depending on the employee's experience in the seasonal position (e.g., Step 1 first year, Step 2 second year, etc.).
 2. Employees in these seasonal positions do not qualify for vacation. However, a seasonal employee who is in paid status two hundred forty (240) or more days in the fiscal year shall be paid an amount equal to ten (10) days of work in their school year position, to be paid in August.
 3. Employees in these seasonal positions do not qualify for any other benefits provided herein except that they shall ~~continue to be credited with earn~~ sick leave at the rate of one day for each month worked, and they shall be eligible for bereavement leave in section 13.2.3.
 - 3-4. Beginning with the third consecutive year in a seasonal position and during each year thereafter, an employee will be granted holiday pay for the 4th of July if they were in a paid status in their last working day before this holiday. However, if the employee is eligible for vacation pay in section 2.2.4.1 in their first or second consecutive year in a seasonal position, the employee will be granted holiday pay for the 4th of July if they were in a paid status in their last working day before the holiday.

Commented [CD3]: Team: let's review this. Should it be 2.2.4.2.2 ?

Commented [CD4]: Team: We TA'd this prior to landing the wage scale. We may be missing corresponding lower steps for certain seasonal positions on the wage scale during the term of this agreement until the increases go above \$18/hr. The solution seems clear, apply the correct lowest step. But I'm curious if we should discuss clarifying language with OSEA on this. Let me know your thoughts.

2.2.5 Work Experience Persons. For the purpose of this Contract, work experience persons include those persons whose positions with the District have been created to correlate with a high school or post high school course of training. The programs include high school Cooperative Work Experience, College Work Study and graduate study internships.

The District will not employ work experience persons that reduce bargaining unit positions unless the District and Association agree to the contrary.

2.2.6 Trainee Exclusion. The parties recognize that from time to time bona fide training programs need to be established to train persons to perform bargaining unit functions. Such a program is the District's bus driver training program.

The District may establish a training program in good faith to train persons to perform bargaining unit work. The trainees in such a program shall be excluded from the bargaining unit under Section 2.1. The District will notify the Association when it creates such a training program. The Association may grieve the matter if it does not concur that the program is a bona fide training program.

2.3 Mailing Addresses. Unless changed by a written notice delivered to the other party, the mailing addresses of the parties shall be:

Oregon School Employees' Association, Chapter 1
1146 West Seventh Avenue,
Eugene, Oregon 97402

The District will provide a mailbox in the Education Center for the Association. Material shall be deemed delivered to the Association at the time it is placed in the mailbox by persons acting on behalf of the District.

Eugene School District 4J, Lane County, Oregon
200 North Monroe Street
Eugene, Oregon 97402

2.4 No Obligation. Granting of recognition is not to be construed as obligating the District to continue any function or policy in any way.

ARTICLE 3 - DEFINITIONS

The following words or phrases as used in this Contract shall be construed to mean the definition contained herein unless such word or phrase, standing on its own merits, clearly provides for a different meaning.

- 3.1 Association: Oregon School Employees Association Chapter 1, its officers and agents.
- 3.2 Demotion: An employee movement from one classification to another classification which is assigned a lower pay grade. Demotions may be either voluntary or involuntary.
- 3.3 District/Board of Directors: Board of Directors, Eugene School District 4J, Lane County, and its officers and agents.
- 3.4 Employee: All employees represented by the Association bargaining unit as defined in Section 2.2.1.
- 3.5 HR: Human Resources Department of the District.
- 3.6 Leave of Absence: An authorized absence from work for any period of time either in a paid or unpaid status.
- 3.7 Overtime, Compensatory Time: Defined in Section 11.32.
- 3.8 Paid Status Time: Means any day an employee is required to actually work or is absent and is being paid.
- 3.9 Pay Grade: The level of a pay range for a particular job classification consisting of several intermittent rates with a minimum and maximum rate as set forth in Appendix B.
- 3.10 Promotion: An employee movement from one classification to another classification which is assigned a higher pay grade.
- 3.11 Supervisor: Building administrators, heads of central services departments or subdivisions thereof, and other individuals having the authority, in the interest of the District, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, or discipline other employees, or effectively recommend such action. Supervisors do not include members of the licensed bargaining unit.
- 3.12 Temporary, Substitute, or Seasonal Employee: Defined in Sections 2.2.2, 2.2.3, and 2.2.4, respectively.
- 3.13 Work Month (~~Earning of Benefits~~): A work month is the actual number of work days normally assigned to a specific employee in a calendar month. ~~An employee is eligible to earn benefits if in a paid status for at least 1/3 of their normally assigned work days in the month.~~
- 3.14 Work Week: See Section 11.2.
- 3.15 Work Year: The work year, including work days and paid holidays, is designated below for the various work groups. No guarantee is made that the number of days will be worked if a District school(s) is closed due to natural causes, other causes outside the District's control, or budget limitations.
 - 3.15.1 Student Attendance Day Employees Student attendance days plus 7 paid holidays.
 - 3.15.2 192 day employees 185 work days plus 7 paid holidays.
 - 3.15.3 196 day employees 189 work days plus 7 paid holidays
 - 3.15.4 10-month employees 206-204 work days plus 7-9 paid holidays.
 - 3.15.5 11-month employees 219-217 work days plus 7-9 paid holidays.
 - 3.15.6 12-month employees 12-month work year which includes 250-249 work days plus 10-11 paid holidays.
- 3.16 Year: Year shall mean the work year, which is the employees' period of assigned service as defined in Section 3.15.4.
- 3.17 School Year: School year shall be defined as the portion of the fiscal year in which students are in attendance in school.
- 3.18 Fiscal Year: Fiscal year shall mean the period of time from July 1 through the following June 30.
- 3.19 Calendar Year: Calendar year shall mean a twelve-month period from January 1 through December 31.

Commented [CD5]: Team: Did we finally get this correct?

ARTICLE 4 - EMPLOYEE PAYROLL DEDUCTIONS AND ASSOCIATION RIGHTS

4.1 Payroll Deductions

4.1.1 Voluntary Deductions. The District shall deduct from the salaries of the employees in the bargaining unit at the employees' request the following:

4.1.1.1 Dues to the Association

4.1.1.2 Premiums for Board-approved health & welfare benefits

4.1.1.3 Tax-sheltered annuities

4.1.1.4 Salary-continuation insurance

4.1.1.5 Contributions to the United Way

~~4.1.2 Dues Deduction. The dDistrict shall honor the present dues deduction authorization executed by the employee in favor of the Association. The Association shall provide a list of bargaining unit members identified by the Association to have authorized, in writing, the District to deduct from wages the payment of dues and fees to the Association, which shall be relied upon by the District. The dDistrict shall transmit the deductions to the state office on the Oregon School Employees' Association (OSEA) by the fifteenth (15th) of the month following the date of the deduction. Dues Deduction. The District shall honor the present dues deduction authorization executed by the employee in favor of the Association. The District shall deduct from the wages of new employees for the payment of dues to the Association authorized in writing by each employee on the form provided by the Association. The District shall transmit the dues deducted as indicated in the above two sentences to the state office of the Oregon School Employees' Association (OSEA) by the fifteenth (15th) of the month following the date of the deduction.~~

~~4.1.24.1.3~~ The Association agrees to indemnify, defend, and hold the District harmless against any claim, demand, suit or liability (monetary or otherwise) resulting from or associated with payroll deductions paid to the Association.

~~4.1.34.1.4~~ Employees are regarded under U.S. Treas. Reg. Sec. 1.409-2(a)(14) as service providers receiving recurring part-year compensation. As such, employees who wish to elect to receive compensation on a 12-month basis must make such election before the first date of service. The parties agree this Agreement signifies such election by all current members, and those who become employees during the term of the Agreement. Until a successor agreement is signed this provision shall be considered a part of the status quo.

4.2 Association Rights

4.2.1 Posting Communications. The District shall provide the Association with reasonable bulletin board space on bulletin boards now in existence for the Association's use in communicating with members in the bargaining unit which it represents. Association communications shall include a statement that its source is the Association and shall only be of matters of interest to its members. There shall be no defamatory or scurrilous material posted.

~~4.2.2 Meeting with Employees. Duly authorized representatives of the Association may transact official Association business on school property during periods employees in the unit are on their lunch period and for those working in schools after school is out of session. The representatives may leave a message for employees at any other time. The Association shall provide the District with a current list of the names and telephone numbers of the representatives. Meeting with Existing Employees. Duly authorized representatives of the Association as identified by OSEA, may meet with an employee, on dDistrict property during the employee's regular working hours, to investigate and discuss grievances, attend investigatory meetings, engage in collective bargaining, and perform other duties agreed upon by the Association and the District. Such meetings shall not interfere with dDistrict operations and shall be limited to time periods determined by the principal or supervisor to have the least impact on the school or work day. The District will not unreasonably deny Association access to employees. The representatives may leave a message for employees at any other time. The Association shall provide the District with a current list of names and telephone numbers of the representatives.~~

4.2.2.1 Employee Orientation. The dDistrict shall require all employees newly hired into bargaining unit positions to attend new hire orientation. The dDistrict shall grant duly-authorized representatives of the Association access to newly hired bargaining unit members for thirty (30) minutes during employee orientation. The aAssociation shall be permitted to set up a table and meet directly with employees before, after and during breaks at orientation.

- 4.2.24.2.3 Use of District Mail. The Association may place communications to its members in the District's mail system, but the District may give its own mail priority in its distribution.
- 4.2.34.2.4 Use of District Email. The Association may use District email subject to the terms and conditions of the current District Technology Appropriate Use Guidelines and District policies and administrative rules applicable to such use. All Association communications must clearly identify the Association authorship.
- 4.2.44.2.5 Use of District Facilities. ~~The Association or committee of the Association shall, subject to School Board policy then prevailing, be allowed the use of District facilities for meetings for the purpose of conducting Association business.~~ The Association or committee of the Association shall, subject to School Board policy then prevailing, be allowed the use of ~~d~~District facilities for meetings for the purpose of conducting ~~a~~Association business. The Association will obtain advanced approval from the site administrator for use of an assigned meeting room. Approval for use of the room may not be unreasonable withheld.
- 4.2.54.2.6 The District shall grant the Association President a leave for carrying out Association business of representing bargaining unit members on matters of working conditions. During the term of this leave, the President's employment status and rights shall continue as if employed in the position from which they are on leave. ~~However, if the position held prior to leave no longer exist at the end of the leave, the President shall have seniority, classification, time block and job placement rights in accordance with Article 24 of the CBA. At the end of the leave the President shall have the right to return to the same position.~~ In the event the President's leave is part-time, the District and the Association will reach mutual agreement on the President's assignment before the leave can begin.
- The Association shall reimburse the District for all its costs associated with payments to the President for their time on this leave.
- 4.2.7 Release Time for Designated Association Representatives.
- 4.2.7.1 Paid. The District will provide up to eighty-five (85) hours of paid release time per fiscal year for designated association representatives to engage in activities described in ORS 243.798 including attending investigatory meetings, and membership drives. OSEA Chapter 1 membership drives may be held during two one-week periods per year at ~~d~~District sites. OSEA and Human Resources will confer in advance about the proposed activity to avoid foreseeable conflicts and hardship to the school or department. The District and Association may mutually agree to increase the amount of paid release time available, should the need arise.
- 4.2.7.2 Unpaid. The district shall authorize up to forty (40) hours of unpaid association leave for attendance at OSEA trainings, statewide conferences, and events. OSEA will reimburse the ~~d~~District for the wages and fixed payroll costs of the absent employee.
- 4.2.7.3 Process. A representative's request for release time under Article 4.2.7 must be submitted, in writing, for approval to the employee's supervisor and then to a Human Resources administrator at least five (5) calendar days in advance; if the need for release time is unforeseeable such that five (5) days' notice is impracticable, the District may waive the notice period. The ~~d~~District will approve the release time request if it determines that granting the leave will not negatively affect the program. Requests will not be unreasonably denied.
- 4.2.8 The District shall provide the Association with contract information for new and existing bargaining unit members in accordance with the timelines outlined in ORS 243.804.

ARTICLE 5 - DISTRICT RIGHTS

It is recognized that the District has and will continue to retain the rights and responsibilities to operate and manage the school system and its programs, facilities and properties, except as otherwise provided for by the terms of this Agreement.

Without limiting the generality of the foregoing above, it is expressly recognized that the District's operational and managerial responsibility includes:

- 5.1 The right to determine location of the schools and other facilities of the school system, including the right to establish new facilities and to relocate or close old facilities.
- 5.2 The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures and public relations.
- 5.3 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.
- 5.4 The maintenance of discipline and control and use of the school system property and facilities.
- 5.5 The determination of safety, health and property protection measures where legal responsibility of the District or other governmental unit is involved.
- 5.6 The right to enforce the rules and regulations now in effect and, except as otherwise provided in this Agreement, to establish new rules to hire, suspend, discharge or discipline or transfer employees and to maintain files to carry out this function.
- 5.7 The creation, combination, modification or elimination of any employee position deemed advisable by the District.
- 5.8 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 judgment of employee performance.
- 5.9 The determination of the layout and the equipment to be used and the right to plan, direct and control school activities. The determination of the employees' activities during assigned work periods and the processes, techniques, methods and means of performing work.
- 5.10 The right to establish and revise the school calendar, establish hours of employment, to determine the time, days and manner of payment, to schedule classes and assign workloads, and to select materials.

ARTICLE 6 - CONTRACTING OUT

- 6.1 The District will timely involve the Association in its determination on whether services are being provided effectively and competitively as part of its consideration of a possible decision to contract out an existing classified employee position(s). The District retains the right to decide to contract out bargaining unit work without bargaining the decision.
- Before the District can make a decision to contract-out services, the District will inform the Association of its concerns about the operation of a service which could result in contracting-out work presently being performed by employees in the bargaining unit or services that would result in the total or partial loss of classified employee employment. Upon notification the Association will have 15 business days to inform the District of its desire to be involved in the decision making process.
- 6.1.1 If so, a joint task force will be formed to address the issue through an interest based process which will include (at a minimum) the following steps:
- 6.1.1.1 Problem definition;
 - 6.1.1.2 Data collection;
 - 6.1.1.3 Option development and evaluation, including allowing current employees a reasonable opportunity to develop an option for consideration by the task force;
 - 6.1.1.4 Consensus, if possible; and
 - 6.1.1.5 Implementation or referral.
- 6.1.2 The joint task force may consider and, if mutually agreeable, implement or recommend options including, but not limited to the following:
- 6.1.2.1 Issue RFPs to collect more data;
 - 6.1.2.2 Implement specific solutions agreed to by consensus;
 - 6.1.2.3 Recommend no change in operations; or
 - 6.1.2.4 Recommend contracting-out.
- 6.1.3 If after the completion of the interest based process no consensus is reached and/or the District believes contracting-out is the desired solution,
- 6.1.3.1 The Association will have input into any bids let,
 - 6.1.3.2 The District will bargain with the Association as provided in Section 6.2 the impact of the decision, and
 - 6.1.3.3 The Association will have the right to present a minority report to the school board for its consideration.
- 6.2 The Association retains only its right to bargain the impact of the District's decision to contract out if the decision eliminates work or existing classified employee(s).

ARTICLE 7 - CLASSIFICATION AND RECLASSIFICATION OF POSITIONS

- 7.1 Appendix **BC** is a list of the classifications and classification pay grades generally in use **as of July 2014**.
- 7.2 New Class. If the District creates a new classification, it shall develop a class specification and proposed pay grade that complies with Oregon Pay Equity law, and notify the Association of the same. The Association shall have the opportunity to meet and discuss the matter with the District. If the Association objects to the District's pay grade proposal, it shall have fourteen (14) days in which to inform the **d**District of any demand to bargain over the pay grade, and the parties will engage in expedited bargaining pursuant to ORS 243.698. Negotiations teams will be comprised of two members each unless the parties agree otherwise. The District may, at its option, implement the proposed pay grade pending the completion of negotiations.
- 7.3 Reclassification of Existing Positions
- 7.3.1 Reclassification. The reclassification process can occur when there is a permanent and substantial change of duties.
- 7.3.2 Reclassification Process. The District, an employee or the Association may initiate the reclassification procedure as follows:
- 7.3.2.1 The process is initiated by submitting a position description and highlighted changes in job duties and responsibilities. The position supervisor or administrator will attest to the accuracy of the position description or resolve differences or state their differences, and submit the request to the appropriate Department Director or Building Administrator.
- 7.3.2.2 The Department Director or Building Administrator shall review the position description and forward the reclassification request to the Human Resources Department within two (2) weeks.
- 7.3.2.3 Human Resources shall review the position description and allocate the position to an existing class, deny the request with appropriate direction to the employee and/or initiating party and Director or Administrator or prepare a new class specification. If the latter, the District shall follow the procedure in 7.2.
- 7.3.2.3 7.3.2.4 Any approved reclassification that results in a pay adjustment will be applied retroactively from the date of submission under Article 7.3.2.1.
- 7.4 Appeals of Human Resource Reclassification Decisions
- 7.4.1 An employee or Association may appeal a reclassification decision to allocate the position to an existing class or denial of request as follows:
- 7.4.1.1 Employee initiates a written request for review to Human Resources (HR) within two (2) weeks of Human Resources decision.
- 7.4.1.2 HR will respond with a letter which outlines employee's responsibilities, time lines, and data to be submitted to HR to process the appeal within two (2) weeks.
- 7.4.1.3 The employee must return to HR the completed documents after review by the position supervisor/administrator within two (2) weeks of the date of the letter from HR.
- 7.4.1.4 Upon receipt of an appeal, the HR Director reviews and compares data received to existing class specifications and will make a decision within two (2) weeks.
- 7.4.1.5 A decision of the HR Director can be grieved only after the grievant and the District have made a good faith effort to resolve their disagreement by using the services of the Employment Relations Board grievance mediation service. If the HR Director's decision is grieved to arbitration, the decision can only be changed if found to be arbitrary or capricious or taken in bad faith or in violation of the law.
- 7.5 Review
- The Association and the District agree that classes and positions in the bargaining unit may be reviewed for appropriate classification and comparison of internal and external wage comparability during the term of this contract upon mutual agreement.
- 7.6 The District and Association acknowledge that market pressures sometimes cause the District to be unable to hire qualified employees in a classification. When this occurs, the parties will address the problem for the affected classification(s) and agree on a solution.

ARTICLE 8 – VACANCIES

8.1 Postings and Interviews

8.1.1 Job vacancy postings will include the classification title, work site, pay grade ~~and step~~, hours, work year, basic qualifications required, any current special position responsibilities and limitations on the duration of the position, if any.

Multiple vacancies in a nutrition services, ~~custodial services, or special education classification~~ may be recruited with a single ~~pool~~ posting. ~~Pool postings will include the classification title, salary range, hour range, work year, basic qualifications required, and special position responsibilities, and limitations on the duration of the position(s).~~ A pool posting will include work sites, if known, and indicate that subsequent vacancies may also be filled by applicants to this pool. ~~During the recruitment process, applicants may rank their location preferences, and hiring managers will consider the preference when determining assignments.~~

8.1.2 The District will post a notice of all job openings for bargaining unit positions on the District Human Resources website. The notices will be posted for a minimum of five (5) business days prior to the date the applications are no longer accepted.

8.1.3 All members of the bargaining unit who meet the minimum qualifications may apply for a posted position. A probationary employee may apply only if approved by the Director of Human Resources who will notify the Association of the approval.

8.1.4 A selection committee will be used to interview and recommend candidates for half-time to full-time positions. A bargaining unit member will serve on the selection committee.

8.2 Filling a Vacancy (Including Pool Postings)

8.2.1 The hiring administrator will select the best qualified applicant giving consideration to all internal District candidates and considering seniority.

8.2.2 A candidate not selected or granted an interview may request the hiring authority provide an explanation of why they were not interviewed for or offered a position.

8.2.3 If the employee who was not selected believes they were the best qualified candidate, they may grieve the terms of Section 8.2 to the Director of Human Resources who will meet with the designated Association representative to resolve the matter. If the matter is not resolved, the Association may submit the matter to be grieved at Level 2 of the grievance procedure. The District's decision shall be final and binding and not subject to arbitration.

8.3 Limited Duration Promotional Opportunity

8.3.1 The long-term absence of an employee shall become a promotional opportunity for bargaining unit employees by the following process. A long-term absence is an absence known by HR to be at least six months in length and is a position being held for an absence employee that will be filled during the absence.

8.3.1.1 A vacant position due to a long-term absence may be posted as a limited duration promotional opportunity.

8.3.1.2 The program supervisor has the discretion to select from the list of applicants for the limited duration promotional position or may fill the position with a classified employee working out of range, a substitute, or may redistribute the work.

8.3.1.3 An employee filling a limited duration promotional vacancy shall continue to gain seniority only in their classification held before filling the limited duration position and will not accrue seniority in the limited duration position classification.

8.3.1.4 An employee in a limited duration position has the right to return to their previous position, which may be filled with a substitute if the supervisor believes this adequately fills the position.

ARTICLE 9 - PROBATIONARY PERIOD

9.1 New Employee Probationary Period

9.1.1 Each new bargaining unit employee ~~as of November 10, 2005,~~ shall serve a probationary period of seven (7) work months.

~~9.1.19.1.2~~ 9.1.19.1.2 The District will make a good faith effort to give probationary employees written performance feedback during the probationary period.

~~9.1.29.1.3~~ 9.1.29.1.3 The District shall have the right to terminate a probationary employee at any time during the probationary period for any reason. The District shall not be required to indicate the reason for its termination, nor is the District's termination decision grievable under the terms of this contract.

~~9.1.39.1.4~~ 9.1.39.1.4 When a probationary employee completes their probationary period, they shall be considered an employee for all benefits and rights in this contract as of the date the probationary period began.

9.2 Probationary employees are not entitled to the following benefits:

9.2.1 Paid personal days under Section 13.3, ~~bereavement leave under Section 13.2 subject to OFLA eligibility, and paid jury duty leave under Section 13.6, and student teaching leave Section 14.2 Unpaid Leave for Student Teaching.~~

9.3 No Probation Required

An employee remains a permanent member of the bargaining unit so long as continuously employed in a bargaining unit position.

ARTICLE 10 - PERSONNEL FILE

- 10.1 Content of Personnel File. An employee's personnel file shall be maintained by the Human Resources Department. The employee's file shall not have any information of a critical nature that does not bear that employee's signature or initials indicating that the employee has been shown the material or a statement by a supervisor that the employee has been shown the material and that the employee has refused to sign or initial such information. An employee shall have the right to attach a written statement of explanation to any material placed in their file which the employee believes to be incorrect or derogatory.
- All documents which are used to discipline an employee must be in the personnel file.
- 10.2 Review of Critical Material. If a letter of caution, consultation, warning, admonishment or reprimand is placed in an employee's personnel file, the employee may within six (6) months of the date of the letter, request the supervisor to review the basis for which the letter was written and state whether the employee has made satisfactory progress towards correcting the problem stated in the letter. The supervisor shall acknowledge the employee's request for review in writing.
- If the employee's progress is not satisfactory, the employee may again request a review not more than six (6) months after the first request for review was entered by the supervisor.
- The foregoing shall not prevent a supervisor from initiating a review on their own initiative.
- 10.3 Right of Inspection. Upon request by an employee or upon request of an employee's designated representative in a written statement signed and dated by the employee, the employee or designated representative shall have the right to inspect the employee's personnel records. At the request of the employee, the District shall furnish a certified copy of the employee's records and charge the employee for the services at the District's prescribed rate.
- 10.4 Removal of Critical Materials. Letters of caution, consultation, warning, admonishment and reprimand shall be considered temporary contents of the personnel records and shall, upon the employee's request, be removed and destroyed in accordance with the following: (1) Letters must be retained in the personnel file for five (5) years after the date of issuance; (2) If the employee has made satisfactory progress towards correcting the concern(s) and makes a written request to Human Resources that the letter be removed after the five (5) year retention period, the district will remove and destroy the letter; and (3) Letters issued as a result of behaviors associated with [substantiated claims of harassment, discrimination, retaliation](#), boundary violations, sexual misconduct, abuse and/or violence shall not be removed at any time.

ARTICLE 11 - WORKING TIME

- 11.1 Work Hours and Time Schedule. The working hours and schedule for all employees shall be determined by the supervisor or building administrator and approved by the Superintendent or designee. Employees currently scheduled to work Monday to Friday shall not be required to work on weekends, except: (1) voluntarily, unless sufficient numbers of persons in the classification fail to volunteer, or (2) in the event of an emergency.
- 11.1.1 Work Week. A full-time work schedule shall consist of forty (40) hours within the designated workweek, worked on the basis of five (5) consecutive eight (8)-hour days or four (4) consecutive ten (10)-hour days, exclusive of the lunch period. To the extent consistent with the operational needs and requirements of the District, employees will be scheduled on a Monday through Friday basis.
- 11.1.2 All paid status time of an employee shall be considered as time worked.
- 11.1.3 Work Beyond Regularly Scheduled Hours. Work time beyond scheduled work hours will be pre-approved in writing, and where pre-approval is not possible, the administrator or supervisor will be informed in writing by the end of the employee's next work day.
- 11.2 Overtime. Overtime means work performed by employees in excess of eight (8) hours in any one day, other than trade time, described below, or forty (40) hours in a week. Notwithstanding the foregoing, if the District adopts a ten (10)-hour day and a four (4)-day week for any of its employees, such employees shall be allowed overtime compensation for employment in excess of ten (10) hours in any one day. The work week begins on Monday and ends on Sunday.
- 11.2.1 Overtime Pay. Overtime will be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay for such employment.
- 11.2.2 Compensatory Time Off. In lieu of overtime pay and with the approval of the administrator or supervisor, ~~or if budgeted funds are not available for the payment of overtime, an employee will~~ may choose to receive compensatory time off at the rate of one and one-half (1-1/2) times the number of overtime hours worked. Maximum accumulated compensatory time shall be sixty (60) hours for full-time employees, and thirty (30) for part-time employees. An employee who has accumulated the maximum compensatory time shall be paid for any additional overtime worked in the next regular pay period. Compensatory time will be recorded daily and/or weekly on a form that is readily accessible to the employee, supervisor and HR.
- 11.3 Trade Time. Trade time is equal time exchanged within the same workweek. Trade time is available by mutual agreement of the supervisor or building administrator and the employee. Employees who are scheduled to take trade time but are unable to do so must notify their supervisor by the next business day and record the actual hours worked on a timesheet.
- 11.4 The terms of Sections 11.2 and 11.3 do not apply to any employee exempt from state and federal overtime compensation requirements.
- 11.5 ~~Evening Shift Differential. An employee whose regular shift includes any hours between 6:00 p.m. and 5:00 a.m. shall be compensated with an additional fifty cents (\$.50) an hour above their regular hourly rate, granted one (1) day off with pay annually. This day off with pay shall be in addition to any other paid vacation days or holidays due the employee. This day off with pay shall be taken during a school recess period and at a time mutually agreeable to the employee and the District. An employee must have worked at least six (6) months in the shift described above to be eligible for this shift differential benefit. Employees on the swing shift may take the day off during the winter recess period if mutually agreeable to the employee and the District.~~
- ~~In the event that any existing position is changed during the term of this contract so that the terms of the foregoing paragraph would apply, then the Association has the right to require the District to bargain the amount of any shift differential.~~

ARTICLE 12 - EMERGENCY SCHOOL CLOSURES AND DELAYED OPENINGS

- 12.1 Duty to Report. When emergency conditions indicate the necessity of school closure for students, generally, all classified employees are required to report for duty, except school based food service personnel, bus drivers, and bus assistants and classified classroom employees who work 196 days or less, and who are primarily assigned to a student contact position. The day will be designated as a hazardous weather day or emergency school closure day.

Announcements not to report for duty carried on local radio stations, television stations, the district website, social media, email or phone calls to the employees shall constitute notification by the Superintendent or designee, unless the District has established a standing order requiring employees in certain classifications or other identified employees to report for duty regardless of radio announcements to the contrary.

- 12.1.1 Exception to Duty to Report. Classified employees will not be required to report to work when the administrative employee group is not required to report to work because of a hazardous weather day or emergency school closure, except as otherwise provided in this Article. Classified employees shall be compensated as though they had worked their regular schedule on days they are not required to work whenever administrative employees are compensated for days they are not required to work.
- 12.1.2 Reporting Time. When schools are closed for a hazardous weather day or an emergency school closure day and classified employees are required to report to work at their regular time, the pay of full-time employees will not be reduced and charges will not be made to personal days or vacation if the employees report to work no later than one (1) hour after their regularly scheduled reporting time. Part-time employees (persons who work less than eight (8) hours per day) will be paid only for time worked.
- 12.1.3 Delayed Start: When the District delays the opening of schools, employees who work 196 days or less are required to report to work in sufficient time to perform their assigned duties, taking into account the adjusted schedule. Employees working ten (10), eleven (11) or twelve (12) months are required to report to work at their regular time.
- 12.1.4 Show-Up Pay. Employees whose time for reporting for duty is before first notification is made not to report to work and who in fact report to work, will be paid for one-half (1/2) of their normal work schedule or two (2) hours, whichever is greater, at the employee's rate of pay.
- 12.1.5 Inability to Reach Work Safely. When conditions are such that it is impossible for an employee to reach their assigned work station, the employee shall notify their principal or immediate supervisor. An employee who is unable to reach their assigned work station will have the option of using unused personal days, compensatory time, or vacation time, if available, or unpaid personal leave.
- 12.1.6 Make-Up. All classified employees who work 196 days or less and who were not required to report for work on a hazardous weather day or emergency school closure day will be required to make up the missed day(s) during or at the end of the school year if an additional work day is scheduled or, if an additional work day is not scheduled, by arrangement with the direct supervisor which may include use of appropriate leave or compensatory time.
- 12.1.7 Extreme Weather Day. When the District deems conditions to be so hazardous that the District does not require employees, other than designated emergency staff, to report for work, the designated emergency staff shall be compensated at the rate of double that employee's regular rate of pay for all hours worked. The day will be designated as an extreme weather day. ~~If budgeted funds are not available, designated emergency staff shall be granted compensatory time off at not less than double time for all hours worked.~~ The scheduling, the nature of the assignments of the designated emergency staff and compensatory time off shall be established by the District.

Employees not expected to report on an extreme weather day will be required to make up the missed day during or at the end of the school year if an additional work day is scheduled, or if an additional work day is not scheduled, by arrangement with their supervisor which may include use of appropriate leave or compensatory time.

ARTICLE 13 - PAID LEAVES

13.1 Sick Leave

- 13.1.1 Amount of Leave. Sick leave is provided in the amount of twelve (12) days a year for student attendance day employees, 192 day employees, 196 day employees and ten (10)-month employees; thirteen (13) days for eleven (11)-month employees; and fourteen (14) days a year for twelve (12)-month employees. A “day” means the number of hours in the employee’s regularly assigned workday. An unlimited number of sick leave days may be accumulated.
- 13.1.2 Accrual and usage. All employees shall earn and be credited with two days of sick leave benefits on the first day of their work year. Employees earn the remaining number of sick leave days in hourly increments, based on hours worked (including all accessed paid leave). The sick leave earned in one year may not exceed the maximum annual amounts authorized in article 13.1.1. Only earned sick leave is available for use. Absences due to illness after earned sick leave is exhausted shall be without pay except as provided in section 13.1.6 below.
- 13.1.3 Transfer of Sick Leave
- 13.1.3.1 Employees who have worked for other Oregon public employers shall, after completing thirty (30) working days in the District, be allowed to transfer all sick leave hours accumulated in another Oregon public employer provided that the amount of sick leave transferred shall not exceed the accumulation carried by the most recent employing Oregon public employer.
- 13.1.3.2 For purposes of determining retirement benefits, employees may transfer an unlimited amount of earned and unused accumulated sick leave from another Oregon public employer.
- 13.1.4 Definition and Uses. Sick leave means absence from duty because of the employee's illness, injury, medical appointments, or serious health condition.
- a) Up to forty (40) hours sick leave per year may be used to care for an ill or injured family member, regardless of whether such leave is covered by OFLA and/or FMLA. Sick leave may be used for personal illness up to the total hours accumulated.
- b) Members eligible for FMLA and/or OFLA leave may use accrued sick leave towards an approved FMLA and/or OFLA absence for the following reasons; (1) the birth, adoption or foster placement of a child; (2) the home care of employee’s child; (3) to recover from or seek treatment for a serious health condition of the employee; (4) to care for a family member with a serious health condition. See article 13.4 and contact Human Resources for additional information.
- c) “Family member” means the spouse or same-gender domestic partner of an employee, the biological, adoptive or foster parent or child of the employee, the grandparent or grandchild of the employee, a parent-in-law of the employee, a person with whom the employee was or is in a relationship of in loco parentis, or other person defined as a family member for purposes of serious health condition leave under OFLA.
- d) For purposes of leave under article 13.1.4 a family member also includes a same or opposite sex domestic partner registered by affidavit in Human Resources.
- e) Sick leave may be used at the employee’s option while on a parental leave of absence under the terms of 13.4
- f) Employees will attempt to schedule medical appointments outside of work time.
- g) An employee shall not consider sick leave as a right which allows absence at any time for other than the reasons set forth in this article. Any employee misusing sick leave may be subject to disciplinary action.
- 13.1.5 Proof of Illness. An employee who is absent five (5) consecutive days on sick leave may be required to furnish a statement from their attending physician that illness, injury or serious health condition prevents the employee from working. The District may also require medical certification in cases of suspected misuse or to determine if the leave is FMLA/OFLA protected. The District will reimburse the employee for the cost of any medical certification not covered by insurance.
- 13.1.6 Exhaustion of Sick leave. If an employee uses all of their sick leave and is still absent from duty because of the employee’s illness or injury, the employee may do the following:
- 13.1.6.1 Use other accrued personal days, vacation leave, or compensatory time; or
- 13.1.6.2 Elect to go on unpaid medical leave in Section 14.2.
- 13.1.6.3 If an employee elects not to use other available paid leave prior to commencing an unpaid leave under Section 14.2, they may not subsequently elect to use it during the unpaid leave.

13.1.6.4 Apply for sick leave bank days under Section 13.1.7.

13.1.7 Sick Leave Bank. The Association can establish and manage a paid sick leave bank for employees. The purpose of the sick leave bank shall be to extend to those employees additional paid sick leave days should a long-term illness or injury exhaust the employee's accumulated sick leave. The Association shall establish rules and regulations to govern the sick leave bank which meet these conditions.

13.1.7.1 Employees' participation in the sick leave bank shall be voluntary.

13.1.7.2 The maximum annual contribution of paid sick leave days to the bank by an employee shall be two (2) days.

13.1.7.3 The maximum number of sick leave days in the bank shall be ~~six-eight~~ hundred (8600) and can only be increased by mutual agreement of the District and Association.

13.1.7.4 Employees shall only be eligible for use of sick leave bank days after they have exhausted all their available individual sick leave, vacation leave, miscellaneous leave, or compensatory time. Sick leave bank days will begin after an employee has been on unpaid leave for five (5) consecutive days. If sick leave bank hours are granted, the five (5) unpaid days will be retroactively reimbursed.

13.1.7.5 Sick leave bank days shall only be used by employees who have a doctor's opinion stating they are unable to perform their assigned responsibilities due to a long-term illness or injury.

13.1.7.6 The maximum number of consecutive sick leave bank days an employee can use is seventy (70) days. An employee is not eligible for sick leave bank days if the employee is receiving compensation under Worker's Compensation, long-term disability, or PERS disability.

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

13.1.7.8 The Association shall provide the District a list of sick leave bank contributors and users and a copy of the established rules. The District will honor withdrawals from the sick leave bank upon proper certification by the Association.

13.1.7.9 The District and Association shall work cooperatively to implement the sick leave bank.

13.1.8 Termination of Employment. Except as provided by law, all sick leave benefits shall cease and shall be forfeited upon termination of employment.

13.1.9 Notice of Accumulated Sick Leave. The District will regularly notify each employee of the accumulation of sick leave.

13.1.10 Occupational Illness or Injury

13.1.11.1 Employees who sustain an injury or illness compensable by Worker's Compensation, and who are unable to perform their regular duties, will be paid the difference between their regular salary and their compensation insurance benefits for the total lost time for a period up to their accumulated sick leave; provided, however, employees who have accumulated more than thirty (30) days sick leave at the time the leave begins shall have the option of not receiving sick leave pay after they have received thirty (30) days sick leave pay according to this section.

13.1.11.2 When an employee is absent from work as a result of a Worker's Compensation claim, but the claim is finally determined as denied, the employee shall be considered as on a long-term medical leave under Section 14.2 and the time absent during the claim commencement and final determination shall be deducted from eligibility provided in that section.

13.1.11 Other Use of Sick Leave

An employee may use paid sick leave for purposes other than described in Sections 13.1.4 and 13.4 as provided by state and federal law.

13.2 Bereavement. An employee shall be allowed up to five (5) days absence for the death of and/or services for a family member as defined in Article 13.1.4.c and 13.1.4.d, as well as the employee's brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or a person with whom the employee has a similar relationship to any of the preceding immediate family

Commented [CD6]: Should this say at the end "from the sick leave bank" ?

members or child who has been or now is a member of the immediate household. The days need not be consecutive. This absence must be approved by the Director of Human Resources or designee.

13.2.1 In addition to the number of days' absence allowed, the Director of Human Resources may, because of extenuating circumstances, grant an employee up to an additional two (2) days of bereavement leave.

13.2.2 As provided in Article 13.4, OFLA-eligible employees may take additional paid or unpaid leave for bereavement. Such leave is in addition to the leave in 13.2.3.

13.3 Personal Days. An employee shall be granted up to ~~two~~ ~~three~~ (23) days of paid personal leave during each fiscal year. The leave may be taken in hourly segments. Personal days can be used for any reason except may not be taken to extend school holidays or vacation periods unless approved in writing by the Human Resources Director or designee based on exceptional circumstances. The leave must be scheduled with the employee's supervisor at least twenty-four (24) hours in advance except for unavoidable emergencies. The administrator/supervisor shall approve the leave unless the leave will interfere with the effective and efficient delivery of the educational program and related support services. **Unit members may carry over up to two unused personal days for use in a subsequent fiscal year. Total personal day balances are capped at five (5) days. The personal leave use provisions of this section apply to the use of rolled-over leave.** Examples include: when a substitute is not available or two or more employees in the same building request leave on the same day and the school cannot reasonably reallocate critical duties. Concerns about use of leave may be appealed to the Human Resources Director or designee. Upon termination, unused days are not compensated.

Commented [CD7]: The placement of this language in this paragraph seems odd on reread. Should we make it the third sentence?

13.4 Parental Leave for the Birth or Adoption of a Child

13.4.1 Conformance. The District will provide parental leave as required by state and federal law. In the event of conflict, the provisions of law shall apply.

13.4.2 Application. This Article is applicable to all bargaining unit members, except employees employed fewer than ninety (90) working days prior to the first day of parental leave, new seasonal and temporary employees.

13.4.3 Length. The maximum leave shall be twelve (12) weeks from the birth, adoption or placement of a foster child.

13.4.4 Use of Available Paid Leave. Parental leave is unpaid except as provided below.

13.4.4.1 Any employee who has unused vacation leave or compensatory time at the time their parental leave begins, shall use this accumulated paid leave during the course of the parental leave.

13.4.4.2 An employee may also use sick leave as provided in Section 13.4 or any other accumulated paid leave during the time of the parental leave, but is not required to do so.

13.4.5 Procedures

13.4.5.1 At least thirty (30) days prior to expected delivery, adoption or foster placement date, the employee shall submit a written request for parental leave on a form provided by the District.

13.4.5.2 When an employee is unable to give the District thirty (30) days notice but has some advance notice of the need for leave, the employee must give as much advance notice as practical. When the need for leave is unforeseeable, and employee must give verbal or written notice within twenty-four (24) hours of the start of the leave.

13.4.5.3 If the employee fails to give notice, then the District may require the leave to commence at a time up to three (3) weeks after the notice and reduce the leave term by up to three (3) weeks.

13.4.6 Return to Duty. The employee shall be returned to their former position if the job still exists, or if eliminated, then to any other position which is available and equivalent.

13.4.7 Break in Service. The first twelve (12) weeks of parental leave shall not constitute a break in service and the employee shall be credited for seniority purposes, with the time on leave as if worked. The employee will not be credited for sick leave or vacation leave for the time on unpaid parental leave in excess of four (4) weeks.

13.4.8 Employees shall be granted up to three (3) more months of unpaid parental leave under the same terms and conditions as long duration personal leave as provided in Section 14.1.1.2.

13.5 Family Medical Leave (OFLA/FMLA)

13.5.1 Coordination of State and Federal Leave Law with Articles 13 and 14. The District and the Association intend to coordinate an employee's rights under Articles 13 and 14 with state and federal family leave law in a manner that assures no loss of the employee's rights under Articles 13 and 14 and the employee's rights under state and federal

law on family and parental leave. (Please complete a Family Leave form provided by the Human Resources Department for your family leave provided by this section.)

- 13.5.2 Family Member Definition. Family member is defined by OFLA.
 - 13.5.3 Family Leave Purposes. An employee can take family leave for: (1) the birth, adoption, or foster placement of a child; (2) the home care of employee's child; (3) to recover from or seek treatment for a serious health condition the employee; (4) to attend to a family member with a serious health condition; or (5) deal with the death of a family member.
 - 13.5.4 Family Leave Duration. The employee may be eligible for extended paid or unpaid leave under Sections 13.5.1 and 13.5.2 for a total of twelve (12) weeks during any fiscal year (July 1 through June 30) beginning with the first day of leave taken except as provided by law. (Please note the law is complex and individual cases will be addressed by the Human Resources Department.)
 - 13.5.5 Use of Paid Leave. An employee may use their accrued paid sick leave to attend to the birth, adoption, foster care, or home care of their child, or to care for a family member with a serious health condition after the employee has used all their accrued paid personal days under Section 13.2.2. An employee may use their paid sick or personal days to deal with the death of a family member.
 - 13.5.6 District Benefit Contribution. The District shall make its monthly contribution toward the benefits of a member for the period the member is eligible for leave in Section 13.5.
- 13.6 Jury Duty
- 13.6.1 Pay. If an employee is called for jury duty, they shall be paid their regular pay for jury duty time they are required to be present by the court. Witness fee checks payable to the employee shall be endorsed by the employee and made payable to the District. Mileage reimbursements made by the court may be retained by the employee. All fringe benefits shall remain in effect.
 - 13.6.2 Substitutes. The District will provide a substitute only for the time an employee is required to be present by the court, in accordance with the established procedure for employee's absences. (Except probationary employees, see Article 9.)
 - 13.6.3 Swing Shift Employees. Employees working a swing shift who attend jury duty shall be paid for their jury duty time under the following conditions. If the employee has jury duty after 12:00 noon that day, then the employee will call their supervisor or designee between 10:00 a.m. and 12:30 p.m. that day. When the supervisor is called, the employee need not report to work and will be paid for their regular work hours on that day. If the employee's supervisor is not called, then the employee shall report to work at their regular time.
 - 13.6.4 Excuse Requests. Employees called for jury duty will be expected to serve as jurors during the period for which they are summoned. However, excuse from jury duty may be requested for an employee when the absence of the employee for a prolonged period of time will have an unusually adverse effect upon the District, or when, in the opinion of the District, the nature of the employee's assignment is such that it is impossible to provide an adequate substitute.
- 13.7 Court Appearance. No deductions shall be made from an employee's wages for required appearances in court or before any government body. However, employees who initiate a cause of action or are convicted defendants may not utilize this provision. Any remuneration to a witness derived from such appearances shall be endorsed to the District.
- 13.8 Military Leave
- 13.8.1 Military leaves shall be allowed in accordance with federal and state laws relating to such leaves.
 - 13.8.2 During a period of military conflict, an employee who is a spouse or domestic partner of a member of the Armed Forces of the United States, The National Guard, or the military reserve forces, who has been notified of an impending call or order to active duty, or impending leave from deployment is entitled to a total of fourteen (14) days of unpaid leave per deployment before deployment and/or during leave from deployment. An employee who intends to take leave must provide the District with notice of their intention within five (5) business days of receiving official notice of an impending call or order to active duty. An employee who takes leave authorized under this section may choose to substitute any accrued leave to which the employee is entitled for any part of the leave. Military family leave counts against an employee's general OFLA leave entitlement. See 13.4.
- 13.9 Professional Training Leave. Short-term leaves may be granted for the purpose of participating in job-related training. These leaves may be authorized by the Superintendent or designee, upon the recommendation of the employee's supervisor. Factors

to be considered will be the extent to which an employee's services to the District will be enhanced by the experience and the loss the District will suffer by their absence. The District may grant longer term or unpaid professional leaves.

- 13.10 Notice to Supervisors. An employee who wishes to be absent from work must secure authorization from their supervisor prior to the absence. If an emergency, such as critical illness or severe injury, prevents an employee from requesting leave in advance, the employee will notify their supervisor of the reason for the absence as soon as possible.
- 13.11 Non-Exemption. Employees on leave shall not be exempt from layoff or reduction in hours.

ARTICLE 14 - UNPAID LEAVES

14.1 Unpaid Personal Leave

- 14.1.1 Short Duration. Personal leave of a short duration (less than one (1) month) shall be granted by the Superintendent or designee, provided that the Superintendent or designee determines that such leave will not negatively affect the program of the District. The employee shall be returned to the position they held when the leave began. All benefits shall continue as if the employee were in a paid status.
- 14.1.2 Long Duration. Employees who have worked for three (3) consecutive years shall be granted a leave of absence without compensation for up to one (1) year for personal reasons, provided the Superintendent or designee determines that such leave will not negatively affect the program of the District. Request for such a leave may be submitted at any time during the year. Step increases, sick leave, seniority, credit toward qualification for retirement pay or longevity pay, and vacation will not be earned for the period of the leave.

The conditions under which a person may return from personal leave will be determined by the Superintendent or designee at the time of approval of the leave. The return to work conditions will be given to the employee in writing. The employee will be returned to their prior position except in the event a qualified substitute is not available to fill the position during the leave. An attempt will be made to return the person to the same position or one of comparable status in the event a qualified substitute is not available. An employee returning from a personal leave must work for three (3) full consecutive years before being eligible for another long duration personal leave.

14.2 Unpaid leave for Student Teaching

In an effort to support non-probationary bargaining unit members in their pursuit of becoming a licensed professional in an area, determined by the dDistrict, that supports students and families, the director of human resources or designee may grant either a temporary reduction of work hours (part-time unpaid leave) or a full-time short duration unpaid leave, for the purpose of completing the clinical or student teaching requirements of an accredited college, university or an alternative certification program recognized by the State of Oregon. The duration of this unpaid leave may not exceed six (6) months.

Factors the dDistrict will considered in deciding whether to approve the unpaid leave will be the duration of leave needed, the extent to which the enrolled professional program benefits the goals and mission of the district, the ability for the district to secure a regular and qualified substitute and the negative impacts or loss, if any, the District will suffer by their absence.

Upon completion of the part-time or full time leave, the dDistrict will return the employee to the position held when the leave began, provided the dDistrict was able to identify a qualified substitute. If a qualified substitute was not available, the dDistrict may place the employee in the first vacant position in the employee's original classification.

Should the dDistrict be unable to accommodate a request for a part-time unpaid leave, the district may grant a full-time short duration leave.

All pay and benefit implications associated with either a reduction of hours or a full time leave will be realized in accordance with the provisions of the CBA.

- ~~14.2.1~~ ~~14.3~~ Long-Term Medical Leave of Absence. A non-probationary employee shall be granted an unpaid leave of absence after the employee has used all their sick leave, personal days, vacation and compensatory time when the employee's health or physical condition makes it impossible for the employee to properly discharge their duties. Step increases, sick leave, seniority, credit toward qualification for retirement pay or longevity pay, and vacation will not be earned for the period of the leave.

~~14.2.1~~ ~~14.3.1~~ Length of Leave for Employees with thirty-six (36) Months or Less of Employment. The leave shall not exceed three (3) months for an employee whose present continuous period of work is twelve (12) months or less. The leave shall not exceed six (6) months for an employee whose present continuous period of work is twenty-four (24) months or less. The leave shall not exceed nine (9) months for an employee whose present continuous period of work is thirty-six (36) months or less.

~~14.2.2~~ ~~14.3.2~~ Length of Leave for Employees with more than thirty-six (36) Months of Employment. The leave shall not exceed twelve (12) months for an employee whose present continuous period of work is more than thirty-six (36) months.

~~14.2.3~~ ~~14.3.3~~ Return from Leave. Upon return the employee will be placed in their original position provided the District is able to fill their position with a qualified substitute as it is normally able to do. If a qualified substitute is not available then the District will place the employee in any vacant position for which the District determines the employee is qualified, and will place the employee in the first vacant position in their original position classification.

If the employee is still unable to return to work after the unpaid leave in article 14.2 then the District may terminate the employee and the employee will be given the opportunity to reapply for employment.

14.2.4 Medical Insurance

1. Employees enrolled in ~~d~~District insurance who take unpaid leave of absence, other than OFLA or FMLA leaves, will have the opportunity provided by federal law (COBRA) to enroll in health care continuation coverage through plans covering active members.
2. For an employee on a long-term medical leave under Section 14.2.2 who elects COBRA coverage, the classified reserve fund shall pay upon request of the employee, up to 75% of the reserve's insurance cost for COBRA coverage based on the employee's FTE at the time of leave, provided the employee pays the employee's portion in a timely manner. The employee shall pay the remainder of the cost.
3. Employees eligible for leave under Section 14.2.1, who elect COBRA continuation coverage, will self-pay for such coverage.

~~14.3~~14.4 Leave to Attend Criminal Proceeding. The District will provide, upon reasonable advance notice by the employee, leave for an employee who is a crime victim, to attend criminal proceedings as required by ORS 659A.190.

~~14.4~~14.5 Leave for Victims of Domestic Violence, Sexual Assault or Stalking. The District will provide, upon reasonable advance notice by the employee, leave to an eligible employee who is the victim of domestic violence, sexual assault or stalking, or the parent of a minor child who is a victim, as required by ORS 659A.270-ORS 659A.285.

~~14.5~~14.6 Insurance Coverage. The ~~D~~eistrict shall permit employees on approved unpaid leaves of absence to pay premiums for their medical, dental and long-term disability insurance at the District's group rate to the extent and in the manner allowed by the insurance carriers.

ARTICLE 15 - JUST CAUSE/REPRESENTATION

- 15.1 No employee shall be disciplined without just cause. For the purpose of this Article, discipline shall include written warnings and reprimands (excluding evaluations) placed in the employee's personnel file, suspension and discharge (including suspension and discharge for performance reasons).
- 15.2 When an employee will be subject to any discipline described in Section 1 of this Article, they shall be advised or notified that they may seek representation before proceeding further.
- 15.3 Duty of Fair Representation. The Association shall represent all classified employees in the School District within the bargaining unit equally and without discrimination. The Association agrees to indemnify, defend, and hold the District harmless against any claim, demand, suit, or liability (monetary or otherwise) arising from any action taken or not taken by the Association with respect to its duty of fair representation.
- 15.4 Personal Life. The Board of Directors recognizes that the personal life of an employee is not an appropriate concern of the board or of the administrative staff, except as it may affect the employee's work performance, student relationships, the operation of the ~~school~~ District, or except as it may impinge on statutory responsibilities of the School Board.
- 15.5 Nondiscrimination. The provisions of this Agreement shall be applied equally to all employees in compliance with the applicable law against discrimination as to race, color, creed, sexual orientation and gender identity, national origin, age, sex, marital status, religion, veteran or military status, or disability.

15.6 Role of Union Representation in Investigatory Interviews

- 15.6.1 The role of a representative is to represent employees, at their request, in investigatory interviews that the employee reasonably believes could lead to the employee's discipline. At the outset of the interview, the representative may inquire about the general subject matter(s) of the questioning to follow. Upon the representative's request for a private consultation with the employee before questioning begins, the interviewer shall grant the request. Such consultation will not cause undue delay.
- 15.6.1.1 If an employee or representative reasonably believes that answering the interviewer's questions may criminally incriminate the employee, the employee or representative may so indicate, and the interviewer may instruct the employee about the employee's rights under *Garrity v. New Jersey*.
- 15.6.2 During the interviewer's questioning of the employee, the representative's role is limited to seeking clarification of the interviewer's questions. The District has the right initially to hear the employee's own account of the matter under investigation. The representative will not request a break without a compelling reason, counsel the employee, answer for the employee, or question the employee or interviewer except as necessary to seek clarification of the interviewer's question. The representative may, if asked, tell the employee to answer the interviewer's question. The representative may also object to confusing or intimidating tactics. In such case, the interviewer may choose to rephrase the question, withdraw the question, or require the employee to answer the questions as asked.
- 15.6.3 After the interviewer has completed questioning the employee, the representative may ask the employee questions designed to clarify previous answers or to elicit further relevant information. Before the end of the meeting, the representative may suggest to the interviewer other witnesses to interview and may describe relevant practices, prior situations, relevant evidence, or mitigating factors that could have some bearing on the district's deliberations concerning discipline.

ARTICLE 16 - CONCERTED ACTIVITIES

- 16.1 The Association and its members, as individuals or as a group, will not initiate, cause, permit or participate or join in any strike, work stoppage, slowdown, picketing or any other restriction of work during the term of the contract. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established by the Association or by any other labor organization when called upon to cross such picket line in the line of duty. Disciplinary action, or discharge, may be taken by the District against any employee or employees engaged in a violation of this paragraph. Such disciplinary action or discharge may be undertaken selectively at the option of the District and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the District.
- 16.2 In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Association will immediately upon notification attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth in paragraph 16.1 above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance provisions of this Agreement.
- 16.3 If the Association gives the District notice of intent to strike or if the Association or any employee commits any act prohibited in, or fails to perform any act required by this Article, the District will not be obligated to comply with provisions of Article 4 of this Agreement.

ARTICLE 17 - INSURANCE BENEFITS

- 17.1 Establishing Eligibility
- 17.1.1 An employee who is in a paid status for fifty percent (50%) or more of their regular work days between the sixteenth (16th) of one month through the fifteenth (15th) of the following month, shall be eligible for the insurance benefits and premium payments as provided for herein.
- 17.1.2 Employees working seven (7) or more hours
- The District's total contribution per member per month for medical, dental, vision, and long-term disability insurance on behalf of employees who work a minimum of seven (7) hours per day will be one thousand, one eleven hundred and thirty-five dollars (\$1,135.00) for the period October 2021 through September 2023; one thousand, one hundred and eighty dollars (\$1,180.00) for the period October 2023 through September 2024; and one thousand two hundred and twenty-five dollars (\$1,225.00) for the period October 2024 through September 2025.
- 17.1.3 Six (6) to less than seven (7)-hour employees
- The District's total contribution per member per month for medical, dental, vision, and long-term disability insurance on behalf of employees who work a minimum of six (6) hours but less than seven (7) hours per day will be nine hundred and eighty dollars (\$980.00) for the period October 2021 through September 2023; one thousand and twenty-five dollars (\$1,025) for the period October 2023 through September 2024; and one thousand and seventy dollars (\$1,070) for the period October 2024 through September 2025.
- 17.1.4 Four (4) to less than six (6)-hour employees
- The District's total contribution per member per month for medical, dental, vision, and long-term disability insurance on behalf of employees who work at least four (4) but less than six (6) hours per day will be seven hundred and fifty dollars (\$750.00) for the period October 2021 through September 2023; seven hundred and ninety-five dollars (\$795.00) for the period October 2023 through September 2024; and eight hundred and forty dollars (\$840.00) for the period October 2024 through September 2025.
- 17.1.5 The District will continue its insurance contribution for school year employees who are laid off during their work year and twelve-month employees through the month following the month the employee receives notice of a layoff.
- 17.2 Long-Term Disability Insurance. The District shall provide a Long-Term Disability Insurance Program.
- 17.3 Employees on Unpaid Leave. See Section 14.
- 17.4 Section 125 Flexible Spending Accounts
- Employee expanded use of section 125 flexible spending accounts will be determined by the District/Association JBC, consistent with the terms of a December 17, 1999, memo from the District to the Association on section 125 flexible spending accounts. Any net District FICA savings as determined by the formula in the December 17, 1999, memo in excess of twenty two thousand three hundred eighty one dollars (\$22,381.00) per year shall be transferred to the JBC reserve fund in section 17.6.
- 17.5 Joint Insurance Committee
- The parties will continue the standing joint committee on insurance with up to four (4) members appointed by the Association and up to four (4) members appointed by the District. The Association and the District representatives on this committee have the authority to act as delegated to them by the Association and District respectively. All JBC decisions shall be by consensus agreement. If at any time the cost of employee insurance exceeds the limits on the District's total contribution for insurance set by this Article, the committee will, subject to the Association and District approval, adjust the benefit program to fall within the limit of the District's total insurance contribution. If the District and the Association do not agree on the adjustment to the benefit program or the use of the medical insurance reserves, and if additional money is needed to continue the benefit program, the Association shall agree to an increase of the amount contributed by its members to maintain the benefit program. The committee will manage those medical insurance reserves that began accumulating after October 1, 1987, subject to the approval of the District and Association. Amounts accumulated in the reserve fund over two million, seven hundred and fifty thousand dollars (\$2,750,000), based on the year-end reconciliation, will revert to the District general fund; provided, however, that should members be offered composite rates, amounts over one million five hundred thousand dollars (\$1,500,000) will revert to the District general fund.
- 17.6 The District retains the sole discretion to select the insurance carriers.

17.7 Health Savings Account.

The District may offer a high deductible health plan and designate a custodian to receive contributions to health savings accounts. In such a case, the District may elect to make employer contributions as allowed by law provided such costs (including administrative fees) are reduced from contributions owing under Article 17.1

ARTICLE 18 - OTHER BENEFITS

18.1 Eligibility

18.1.1 Monthly Eligibility

An employee who is in a paid status for thirty percent (30%) or more of their regular work days in any calendar month, shall be eligible for all benefits provided for in this Article and in Section 13.1 - sick leave.

18.2 Holidays

18.2.1 General Eligibility

An employee who is in a paid status on their last regular work day before or after a holiday shall be eligible for the holiday pay.

An employee in a position which has a less than twelve (12)-month work year is not eligible for ~~the~~ Independence Day ~~and the Juneteenth~~ holiday pay unless the employee is in a paid status the day before or after ~~the holiday~~~~Independence Day~~. This is not intended, nor may it be construed to modify eligibility of a seasonal employee to that holiday.

18.2.2 Paid Holidays

The following shall be paid holidays for all eligible employees:

Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day Following Thanksgiving
Day Prior to Christmas *
Christmas Day
New Year's Day
Martin Luther King Day *
Memorial Day
[Juneteenth](#)

*Applicable only to twelve (12)-month employees.

18.2.3 Holiday Compensation

An employee in the bargaining unit shall be compensated for the holiday as though that employee had worked a regular schedule for the day. Any employee who is required to work on any contract-designated holiday shall be compensated a total of two and one-half (2-1/2) times the employee's regular rate of pay for the hours worked or receive compensatory time at a total of two and one-half (2-1/2) times the hours worked.

18.2.4 Holidays on Weekends

If any of the holidays designated in Section 18.2.2 falls on a Sunday, the holiday shall be observed on the following Monday not itself a holiday designated in Section 18.2.2. If the holiday falls on a Saturday, the holiday shall be observed on the preceding Friday not itself a holiday designated in Section 18.2.2.

18.3 Vacation

18.3.1 Eligibility

18.3.1.1 Each twelve (12)-month work year employee shall earn the following annual paid vacation after each month worked for the District:

During the first four (4) years of paid status time, five-sixths (5/6) of a day,
After four (4) years of paid status time, one and one-fourths (1-1/4) of a day,
After fourteen (14) years of paid status time, one and two thirds (1-2/3) of a day.

18.3.1.2 During the probation period the employee is credited with vacation, but it is not an earned right until after completion of the probationary period.

18.3.2 Use of Sick Leave During Vacation

If an employee becomes ill during their vacation, the days of illness may be exchanged for an equal amount of sick leave on the condition that the employee's immediate supervisor or the Human Resources office is immediately notified of the illness. No more than five (5) vacation days may be exchanged for sick leave without a physician's statement explaining the illness or injury which would have entitled the employee to sick leave according to the District's sick leave policy.

If an employee is prevented from beginning their vacation because of illness, they shall immediately notify the Human Resources office and vacation time shall be changed to sick leave.

18.3.3 Employee Previously Working Less Than Twelve (12) Months

An employee working in a less than twelve (12) month position in the District who moves to a twelve (12)-month position shall be credited with years of continuous District employment status (paid and unpaid) since most recent date of hire.

18.3.4 Prior Approval and Reporting

Vacation time must be approved by the employee's immediate supervisor and the Superintendent or designee prior to the vacation time beginning. Vacation time shall be reported on the absence report in the same manner as other days away from work.

18.3.5 Notice of Vacation Days

The District will give employees regular notice of their vacation day balance.

18.3.6 Pay for Unused Vacation

Employees who resign after giving notice, or who are terminated shall be paid for any vacation which they have earned at time of resignation or termination.

18.3.7 Scheduling Vacation

Twelve (12)-month employees shall be encouraged to take their vacations between June 15 and August 15 of each calendar year. The Superintendent or designee shall have the power to approve vacations at other times when they find the other times do not interfere with the operation of the District's programs.

18.3.8 Vacation Accumulation

Vacation leaves shall not be cumulative unless the Superintendent or designee approves the accumulation. The approval shall be granted if the Superintendent or designee finds the vacation was not taken because of the "needs" of the District. No accumulation shall be allowed beyond the fiscal year following the fiscal year the vacation time accrued unless the employee was unable to take the vacation time that year due to the "needs" of the District. In the latter case, the District may elect to pay the employee an amount equal to the pay they would be paid while on vacation or to allow the employee vacation time during the subsequent fiscal year.

18.3.9 Change of Positions from Twelve Months to Less than Twelve Months

Prior to the District making a final decision to reduce a current twelve (12)-month bargaining unit position to less than twelve (12) months, it shall notify the Association. If the Association demands that the decision and impact of the decision be bargained, then the District shall enter into bargaining; however, if the bargaining comes to an impasse, the final decision on the reduction and any modification in working conditions as a result of the reduction shall be the final decision of the District's School Board. The Association agrees to be bound by the School Board's decision.

If a twelve (12)-month employee has their position reduced to less than twelve (12) months, then the employee can use their seniority as determined in Section 24.3 to retain a twelve (12)-month position in the same classification.

ARTICLE 19 - COMPENSATION/RELATED MATTERS

- 19.1 Compensation. The compensation schedules for ~~2022-2023, 2023-2024, and 2024-2025~~2018-19, 2019-20, 2020-21 and the reopener for years four of this Agreement are contained in the attached Appendix A. The District and the Association recognize that the District may need to increase hourly wages due to labor market conditions. Any District proposal to increase wages will be subject to the parties' duty to bargain.
- 19.2 Initial Placement. At the time of the first hiring of an employee, the District shall designate the proper placement of the individual on the appropriate salary/wage schedule based on the employee's experience, qualification, and other relevant pay equity factors.
- 19.3 Step Advancement in Grade. The advancement of all employees who are qualified to be advanced, and who have been employed prior to January 1, shall be effective on the first day of the employee's work year except as provided in Appendix A.
- 19.4 Compensation When Accepting a Position in a Different Classification . In accordance with Oregon pay equity law, an employee accepting a position in a different classification shall be placed on the step that corresponds with the employee's qualifications and experience pertinent to that classification, and other relevant pay equity factors.
- 19.5 Involuntary Demotions. Involuntary demotions may occur for poor or unacceptable work or for other reasons. An employee involuntarily demoted to a lower classification shall be placed on the step in the lower classification pay grade that corresponds with the employee's qualifications and experience pertinent to that classification, and other relevant pay equity factors.
- 19.6 Working Out of Range
- 19.6.1 Within Bargaining Unit
- Any employee assigned by an authorized administrator to perform substantially the same duties of a higher-paid position within the classified bargaining unit for more than five (5) consecutive working days shall be considered to be working out of range. An employee so assigned shall be paid on the higher classification range, at the step level rate next above their present rate of pay or two and one-half percent (2.5%), whichever is higher, retroactive to the first day. Employees will receive training and required equipment for any additional responsibilities. An employee temporarily assigned by an authorized administrator to perform substantially the same duties of a higher-paid position for thirty (30) or more consecutive calendar days shall be paid based on the step in the higher classification pay grade that corresponds with the employee's qualifications and experience pertinent to that classification, and other relevant pay equity factors.
- 19.6.2 Outside Bargaining Unit
- Employees who agree to perform the duties and responsibilities of a District position not in the Association bargaining unit shall be eligible for a temporary pay adjustment increase up to ten percent (10%) or be placed on the salary schedule of the position. The employee shall be eligible for professional training leave under section 13.9 and the terms of the leave shall be as provided in Article 14 except that three (3) consecutive years of District employment is not required for a long duration leave.
- 19.7 Call Back
- 19.7.1 Minimum Time Paid. Any employee who has left work after completing their regular working day and who is subsequently called back to the District or who is called back to the District on a Saturday or Sunday, shall be paid a minimum of two (2) hours for the work for which they are called back.
- 19.7.2 Mileage. An employee who has left work after completing their regular working day and who is subsequently called back to the District to work shall be paid mileage at the rate paid District administrators for miles traveled between the employee's home and the assigned work place to which the employee is required to report, but in no event shall the distance reimbursed be more than thirty-two (32) miles for each occurrence.
- Employees called to work on Saturday or Sunday are eligible to be paid for mileage under this provision unless they are regularly assigned to work on those days.
- 19.7.3 Travel Time. An employee who has left work after completing their regular working day and who is subsequently called back to the District to work shall be compensated for the reasonable travel time between employee's residence and the assigned work place to a maximum of not more than the time to travel thirty-two (32) miles for each call back.

- 19.8 Show Up Pay. The provisions of Section 12.1.4 apply to any employee reporting for assigned work hours.
- 19.9 Longevity Pay. Employees will receive a lump sum longevity payment as provided below in addition to longevity step compensation ~~described~~ labeled as Step 10 in Appendix A.
 - 19.9.1 ~~On the fifteenth (15th) anniversary of their date of hire, employees will receive a one-time longevity payment equal to three percent (3%) of their annual salary for the fiscal year in which payment is made, provided that the payment shall not exceed five hundred dollars (\$500.00). Employees with fifteen (15) or more years of service with the District will receive a three percent (3%) longevity premium.~~
 - 19.9.2 On the twentieth (20th) anniversary of their date of hire, employees will receive a one-time longevity payment equal to five percent (5%) of their annual salary for the fiscal year in which payment is made, provided that the payment shall not exceed one thousand dollars (\$1,000.00).
 - 19.9.3 On the twenty fifth (25th) anniversary of their date of hire, employees will receive a one-time longevity payment of fifteen hundred dollars (\$1,500.00).

19.10 Academic Testing Assignments.

- 19.10.1 Responsibilities of the school testing coordinator are part of the licensed collective bargaining agreement and shall be filled by a licensed bargaining unit member. Should no licensed bargaining unit member accept the extra duty assignment, the building administrator may assign the role of school testing coordinator to a classified staff member at the same stipend rate listed within the licensed collective bargaining agreement.
- 19.10.2 Academic testing support is a process that may include multiple classified staff to engage in proctoring or other logistic activities, such as supervising students, providing snacks, reporting improprieties and technology issues to the school testing coordinator, entering student opt out forms into SIS, making photocopies, escorting students, and similar logistical and clerical duties that facilitate efficient and effective administration of state, district and building level assessments. These activities will be considered part of the classified unit member's current job duties and will not receive additional compensation unless worked in excess of the employee's regular workday schedule. Participation in testing support in excess of their work schedule shall be compensated at the employee's regular rate of pay, overtime pay or compensatory time if applicable and as provided in Article 11.2, trade time, or through release from regular duty without loss of pay.
- 19.10.3 Testing coordination activities of building level academic assessments not under the oversight of the school testing coordinator (such as Advanced Placement assessments) shall be documented and paid via time card. The rate of pay for these hours will be the Bachelors column, Step 1, on 4J's licensed professional salary schedule. Hours worked during the employees regular work schedule will be compensated at this base rate rather than the employee's regular hourly wage. All hours scheduled to coordinate testing activities must be pre-approved by the building administrator prior to hours worked.
- 19.10.4 Classified staff who elect to support academic testing related to students at their worksite from outside agencies (ACT and/or SAT) shall be compensated under the condition of the outside agency. The district will not provide additional compensation outside of their regular work schedule. Employees shall be permitted to perform these testing related duties during their regular work hours without loss in compensation or benefits when approved by the building administrator.

~~19.10.11~~ 19.11.11 Travel Allowance. All classified employees who are required, in the course of their work, to drive personal vehicles to conduct authorized school business shall be paid mileage at the prevailing IRS rate. Examples of activities which do not qualify as authorized school business are travel to another duty station established at the written request of the employee, and attendance at workshops when attendance is voluntary.

~~19.11~~ 19.12 Payroll Matters

~~19.11.1~~ 19.12.1 Formula

The base payroll formula for all but student attendance day employees is the sum of the number of paid contract days x the employee's scheduled hours x the employee's hourly rate, divided by 12 checks. For the period of this contract, food service employees working student attendance days only will be paid on this basis, but will receive 10 checks rather than 12. Variances in time worked that affect pay will be recorded on and paid according to a timesheet.

Transportation employees working student attendance days only will be paid based on a timesheet method over 10 months.

Add on assignments will be paid on a timesheet basis.

~~19.11.2~~ 19.12.2 Payroll Cut-off

When feasible, payroll cutoff will not occur prior to the fifteenth (15th) of the month. However, the District may modify the payroll cutoff date when, in the District's judgment, such modification is appropriate to facilitate conduct of the District's business. Paychecks will be deposited or mailed on the last business day of the month.

~~19.11.3~~ 19.12.3 Final Paycheck

An employee who quits or resigns with five (5) days' written notice to Human Resources will be provided their final paycheck within five (5) days of employment termination. An employee who quits without such written notice to Human Resources will receive their final paycheck within 20 days of employment termination. When the District discharges an employee, payment will be made within five (5) days. Payment may be made by mail, picked up by the employee, or by direct deposit depending on the circumstances. "Days" in the Article means business days.

~~19.12~~ 19.13 Professional Education Program

~~19.12.1~~ 19.13.1 A Professional Education Program (PEP) Fund for classified employees will be implemented. The program will include job-related training activities, tuition reimbursement, registration or materials costs, and conferences and workshops which may be offered through the District.

The District provides \$15,000.00 each fiscal year for employee-initiated professional development for members. For the 2021-22 school year only, the district will contribute an additional \$15,000 for the PEP program.

~~19.12.2~~ 19.13.2 The Joint Labor Management (JLM) committee will meet to establish goals, review account balances provided by the classified benefits coordinator, and set written guidelines for the administration of funds, including the distribution of funds and changes to reimbursement levels. Periodic meetings will be held to carry out such activities. JLM recommendations and/or decisions shall be neither grievable nor arbitrable.

~~19.13~~ 19.14 Tools and Uniforms

~~19.13.1~~ 19.14.1 Tool Allowance. Following each fiscal year, the District shall pay in July an amount up to twenty percent (20%) of the total cost of tools as determined by the District's schedule of cost for mechanics and maintenance employees, and which are required by the employee for use in their employment with the District. This sum is to compensate the employee for the replacement of their tools.

~~19.13.2~~ 19.14.2 Proration of Tool Allowance. The amount of tool allowance paid to those individuals who begin employment after July 1 but prior to January 1, or who have extended leaves of absence, exclusive of paid vacation or sick leave, in excess of twenty-one (21) working days during the fiscal year shall be paid an amount equal to fifteen percent (15%) of the total cost of tools as determined in 19.14.1 above.

19.14.3 ~~Shoe~~ Safety Gear Allowance.

19.14.3.1 The District will provide an annual allowance of ~~one hundred and fifty~~ one hundred and fifty dollars (\$150.00) for all ~~food-service staff required by their supervisor to wear non-slip safety-rated shoes-footwear that is not provided by the District. With supervisor approval, the District may reimburse up to one hundred and fifty dollars (\$150.00) for the purchase of other required safety gear not provided by the District. Employees must be who are employed as of September 15 to receive this payment.~~ Payment will be made in the September paycheck. New hires will receive the allowance in the employee's first paycheck after hire.

19.14.4 Uniforms for Campus Monitors

19.14.4.1 The District will supply Campus Monitors with three pairs of pants, and five shirts. ~~If other uniform items are required by the district, the district shall provide them at no cost to the employee.~~

19.14.4.2 ~~Employees shall be responsible for the care of all uniform items provided they are machine washable, and if not, the dDistrict will provide laundry services as provided by article 19.14.5~~

19.14.4.3 ~~Employees will be permitted to personally purchase optional uniform items approved by the district.~~

19.14.4.4 ~~Should an employee transfer or terminate from the Campus Monitor position, the employee must return all uniforms purchased by the District.~~

19.14.4.5 The District will replace worn or damaged required uniform items unless the item was damaged as a result of the employee's intentional acts or negligence in which case employee must purchase a replacement uniform item.

19.14.4.6 The District retains the authority to determine if replacement of any uniform item is required. Upon Employee's request, the District will replace a uniform item every twenty four (24) months.

~~19.13.3~~19.14.5 Laundry Service. Each year the District shall provide laundry service for District-furnished Transportation and Maintenance Department uniforms.

~~19.13.4~~19.14.6 Exceptions to Tool Allowances. Individuals leaving employment of the District before completing the full year shall have the allowance paid in their final paycheck.

19.14.15 Certificates, Licenses, and Physicals

The District shall pay the cost of any employee's special license and qualification test fees beyond those for the basic license required by the State of Oregon for the employee to perform their job with the District. Each employee shall obtain and maintain in good standing at their own expense all other certificates and licenses required by law as a condition of their employment, except that the District shall pay the cost of any physical examination requested by the District or required by the law for the employee to maintain their license to carry on their occupation with the District on the condition that the physical examination shall be given by physicians designated by the District.

The District shall make a monthly District paid tax sheltered annuity (TSA) contribution. The District paid TSA contribution amount will be one and three quarters percent (1.75%) of the employee's monthly bargaining unit position(s) wages. To be eligible for the District paid TSA contribution, the employee must contribute point seven five percent (.75%) of the employee's monthly bargaining unit position(s) salary and complete the following necessary steps.

Set up a TSA account with one of the three authorized District providers. This must be completed prior to Step 2.

Complete the District TSA contribution form which is available in Financial Services or on the financial services website.

Return the completed District form to the District Financial Services Department. Completed forms received by the 15th of a month will be processed for payment the same month.

19.16 Evening Shift Differential. An employee whose regular shift includes any hours between 7:00 p.m. and 5:00 a.m. shall be compensated with an additional fifty cents (\$0.50) an hour above their regular hourly rate.

In the event that any existing position is changed during the term of this contract so that the terms of the foregoing paragraph would apply, then the Association has the right to require the District to bargain the amount of any shift differential.

19.17 Bilingual stipend

Employees in a designated bilingual classification will receive an annual stipend of \$750. Bargaining unit members who are not in a designated bilingual classification but are assigned by an authorized administrator to regularly perform duties which include use of a second language on a regular basis in both verbal and written form in support of students, staff, families and/or community members will receive the bilingual stipend provided the employee successfully completes a language assessment and is approved in writing on an annual basis by the building administrator or supervisor.

The stipend will be paid in ten (10) equal payments beginning at the end of October payroll. Stipends that are implemented or changed during the work year will be paid over the balance of the remaining payroll cycle.

Payment of the stipend will be prorated by FTE and paid in equal monthly installments over the work year.

~~19.15~~19.18 Affinity Group Facilitator Pay. Student affinity group facilitators as assigned by the district shall be paid an annual stipend by program level: \$2500/ high school; \$1500/ middle school; and \$1000/ elementary school. The stipend will be paid in ten (10) equal payments beginning at the end of October payroll. Stipends that are implemented or changed during the work year will be paid over the balance of the remaining payroll cycle.

ARTICLE 20 – RETIREMENT

20.1 Supplemental Retirement Benefits

20.1.1 Pre-Retirement Program

The District shall provide time off with pay to classified employees eligible for retirement to attend District sponsored pre-retirement programs. The participants shall be furnished information materials at District expense. The District shall consult with the Association about the content of the program.

20.1.2 Retirement Benefits

20.1.2.1 **OPTION ONE:** Employees retiring from PERS service, who retire from the District after ten (10) consecutive years of regular employment with the District and meet the PERS requirements for receiving the system's regular retirement benefits (i.e., Tier One age 58, Tier Two age 60 or OPSRP age 65 or an earlier age with 30 years of PERS service), will receive a lump sum payment. The amount of the payment will be two thousand five hundred dollars (\$2,500.00) for an employee with ten (10) consecutive years of regular District employment, three thousand dollars (\$3,000.00) for an employee with fifteen (15) such years, three thousand five hundred dollars (\$3,500.00) for an employee with twenty (20) such years, four thousand dollars (\$4,000.00) for an employee with twenty-five (25) such years, and four thousand five hundred dollars (\$4,500.00) for an employee with thirty (30) or more consecutive years of regular employment with the District.

20.1.2.2 **OPTION TWO:** An employee eligible for the lump sum payment in Article 20.1.2.1 who retires on or before June 30, 2023~~6~~ may, in lieu of the lump sum payment, elect a District paid monthly contribution shall be three hundred seventy-five dollars (\$375.00). During the term of this contract, the District and Association agree to the use of the insurance reserve fund in section 17.6 in the amount of twenty-five (\$25.00) per month as additional dollars for retiree insurance unless the JBC agrees to change the amount contributed from the insurance reserve fund. Under no circumstances will the District make premium payments for an employee's spouse who reaches sixty-five (65) years of age or qualifies for Federal Social Security Medicare coverage, whichever occurs first. However, if the employee qualified for a District-paid insurance contribution under section 20.34.6.2 or under section 20.34.7.3, then the thirty-six (36) months of eligibility for the District insurance contribution shall be tolled until the month following termination of the re-employed retired employee. If an eligible employee waives the District retiree insurance program, then the District's insurance contribution will not be made during the term of the waiver. The District and the classified insurance reserve fund will not make any contributions to an employee or spouse under the terms of this paragraph after June 30, 2026~~9~~. Article 20.1.2.4~~2~~ expires at midnight on June 30, 2026~~9~~.

Commented [CD8]: Is this correct? Cites to provision saying we have discretion to select insurers

20.1.2.3 **OPTION THREE:** An employee fifty-seven (57) years or older who has ten (10) or more consecutive years of regular employment, see section 20.1.2.1, with the District who meets all the requirements of 20.1.2.1 except for being eligible for the regular PERS retirement benefit, and who retires on or before June 30, 2023~~6~~, may choose to have the District monthly insurance contribution of three hundred and seventy-five (\$375.00) plus twenty five (\$25.00) from the reserves paid in any consecutive monthly period from retirement to the earlier of age sixty-five (65) or June 30, 2026~~9~~ in an amount not to exceed the monthly district contribution for that year or prorated in a lesser monthly amount not to exceed the total benefit which is equal to the district monthly contribution for the year of retirement times thirty six (36). The District and the classified insurance reserve fund will not make any contributions under the terms of this paragraph after June 30, 2026~~9~~. Article 20.1.2.2~~3~~ expires at midnight on June 30, 2026~~9~~.

Commented [CD9]: I need help with these references, especially the second one

As a result of the sunseting of the above-referenced section, Article 20.1.6 (Medicare Carve Out) and Article 20.23.2 (benefits for estate of deceased retiree electing Option 2) will expire on June 30, 2026~~9~~; at that time, the obligation of the District and the classified insurance reserve fund to make contributions as provided in this paragraph will cease, and no other contributions under the terms of Article 20.1.6 will be made.

20.1.3 **Determination of Continuous Employment.** Employees on District-approved unpaid leave of absence or temporary staff layoff shall not lose credit for the purpose of determining eligibility for retirement benefits, for employment prior to such leave or temporary layoff. However, these periods of absence or layoff shall not be credited toward the required minimum years of employment necessary to qualify for retirement benefits under Section 20.1.2.

20.1.4 **Retirement While on Leave.** An employee on official leave for reasons of health who is determined to be permanently disabled while on such leave and who otherwise meets eligibility requirements, shall also be entitled to

retirement benefits if they meet the disability requirements of the District-sponsored long-term disability program. When the insurance company or other regulations are not applicable for determining eligibility, the District may require a physical examination or other evaluation to determine such eligibility.

An eligible permanently disabled employee who elects to receive the lump sum option 20.1.2.1 must take the retirement pay at the time the permanent disability begins.

- 20.1.5 Reinstatement. If, after a withdrawal of all or part of the benefits provided in this Article, an employee returns to regular employment with the District, the employee may reinstate their accumulated years of service if, within the first year of reemployment, they repay the District in a lump sum the exact amount paid out by the District to provide the retirement benefits of the employee plus eight percent (8%) interest. Employees who choose not to purchase prior years of service shall have their future eligibility for the retirement benefit plan determined exactly as for a new employee, from the date of reemployment.

20.1.6 Medicare Carve Out.

If the retired employee or the retired employee's spouse or domestic partner qualifies for federal Social Security Medicare coverage prior to age sixty-five (65) because of a disability while covered under the District's insurance plan then the following will apply unless changed by the Joint Benefits Committee:

For retirees who lose district insurance eligibility prior to age sixty-five (65), the Classified Insurance Reserve fund will reimburse the cost of Medicare Parts A and B, and Oregon PERS supplemental Medicare coverage. The total reimbursement will not exceed the amount of, or duration of, the normal district retiree insurance contribution. In addition, an eligible spouse/domestic partner or eligible dependent(s) are eligible for the normal benefit and duration of the district retiree contribution toward insurance on the district retiree plan.

For retirees whose spouse or domestic partner loses district insurance eligibility prior to age sixty-five (65), the Classified Insurance Reserve fund will reimburse the cost of Oregon PERS supplemental coverage, or if ineligible for PERS coverage, another supplemental Medicare plan. The reimbursement will not exceed the amount of, or duration of, the normal district retiree contribution. The retiree will retain eligibility for their normal district retiree contribution.

The disabled parties will retain eligibility to use the 4J Wellness Clinic for the duration of the period of eligibility for the district retirement benefit.

20.2 Tax Sheltered Annuity (TSA) Contribution

20.1.720.2.1 The District shall make a monthly District paid tax sheltered annuity (TSA) contribution. The District paid TSA contribution amount will be ~~one-two~~ and ~~three one-half two quarters~~ percent (~~21.755~~%) of the employee's monthly bargaining unit position(s) wages. To be eligible for the District paid TSA contribution, the employee must ~~complete their seven (7) month probationary period and contribute point seven five percent (.75%) of the employee's monthly bargaining unit position(s) salary and~~ complete the following necessary steps.

~~20.1.7.1~~20.2.1.1 Set up a TSA account with one of the ~~three~~ authorized District providers. This must be completed prior to Step 2.

~~20.1.7.2~~20.2.1.2 Complete the District TSA contribution form which is available in Financial Services or on the financial services website.

20.2.1.3 Return the completed District form to the District Financial Services Department. Completed forms received by the 15th of a month will be processed for payment the same month.

~~20.1.8~~20.2.2 The District will make the monthly TSA payment retroactive to the first month of eligibility when a unit member has submitted a completed and executed District TSA enrollment form to the District Payroll Department within three months of initial eligibility. The unit member will maintain the TSA form required by the District. If a unit member has not submitted a completed and executed form selecting a TSA company within three months of the unit member's initial eligibility for the District TSA payment, the member may complete the TSA enrollment form at a later date; in such a case, the District will make the monthly TSA contribution for that member prospectively and will make a one-time contribution to the member's TSA account equivalent to three monthly TSA contributions.

20.2.3 Death Benefits

20.2.3.1 Benefits Upon Death of Active Employee

If an employee dies while employed by the District, the District shall pay the employee's estate an amount equal to the employee's earned vacation. In addition the District will, for two (2) years from the date of the employee's death, provide the same contribution for medical insurance coverage for the eligible members of the deceased employee's family as is provided for eligible members of the families of current employees. If the District's insurance carrier excludes any member or members of the family from coverage, the District shall not be obligated to provide the benefit for the excluded member or members.

~~20.2.220.3.2~~ The estate of a deceased person who had been an eligible employee for Option Two (Section 20.1.2.2) or Option Three (Section 20.1.2.3) and if the spouse of the employee is not covered by Medicare at the time of the employee's death, the District shall pay monthly premiums incidental to covering such spouse under the District's Retiree Insurance Program until such time as the employee would have exhausted their eligibility for the provision, or the employee's spouse reaches age sixty-five (65), or the employee's spouse becomes covered by Medicare, whichever occurs first.

~~20.3.20.4~~ Reemployment of Retired Employees

~~20.3.120.4.1~~ The District can reemploy PERS retired District employees (rehired employee) under the following terms and conditions:

~~20.3.220.4.2~~ Any reemployment following retirement is a hiring decision made at the discretion of the District. The rehired employee's working conditions are subject to the terms of this Agreement except as superseded by the terms and conditions listed below.

~~20.3.320.4.3~~ A rehired employee is solely responsible for monitoring their PERS maximum hours of reemployment and complying with any break in service requirements.

~~20.3.420.4.4~~ There are two categories of rehired employees:

~~20.3.4.120.4.4.1~~ Reemployment in the same position with continuing rights to the same seniority and pay level (~~20.3.4.5~~), or

~~20.3.4.220.4.4.2~~ Reemployment as a new District employee in a vacant classification position with employment rights as a newly hired member of the bargaining unit (~~20.3.4.6~~).

~~20.3.520.4.5~~ The terms and conditions for a rehired employee who is reemployed in the same position with continuing rights to the same seniority and pay level are:

~~20.3.5.120.4.5.1~~ The rehired employee retains their seniority at time of retirement for the balance of the District fiscal year in which the employee retired. After the end of the fiscal year, the rehired employee has no seniority nor any other rights under the terms of Article 24 - Reduction in Force and Recall. Exception: A transportation employee in a position which uses department seniority to assign work shall continue in the same position and route during the second fiscal year, provided, however, this exception shall sunset on July 1, 2022.

~~20.3.5.220.4.5.2~~ The rehired employee continues the same right to compensation and District insurance contribution as before retirement.

~~20.3.5.320.4.5.3~~ The rehired employee's sick leave balance is deleted as of the retirement date. Up to 80 hours of previously accrued but unused sick time shall be restored if an employee is reemployed within 180 days of retirement. During the reemployment term the employee earns sick leave as provided in Article 13.1.2. On termination of employment unused sick leave has no value.

~~20.3.5.420.4.5.4~~ The rehired employee must work all the hours of the position, and the District cannot create a part-time position specifically for a rehired employee unless the Association and the District agree on creating a special position.

~~20.3.620.4.6~~ The terms and conditions for a rehired employee who is reemployed in a vacant position in any classification with the rights of a new employee are:

~~20.3.6.120.4.6.1~~ The rehired employee must be employed as an external applicant for a posted position.

~~20.3.6.220.4.6.2~~ The employment of the rehired employee is at the District's discretion.

~~20.3.6.320.4.6.3~~ The rehired employee has all the rights and responsibilities as any new employee under the terms of this Agreement. For example, the employee's seniority rights under the terms of Article 24 begin with the date of rehire after retirement and no previous seniority is credited; the rehired employee has a seven month probationary period.

~~20.3.6.4~~20.4.6.4 The rehired employee's leave account balances prior to retirement are deleted. Up to 80 hours of previously accrued but unused sick time shall be restored if a retired employee is reemployed within 180 days of retirement. During the reemployment term the employee earns sick leave as provided in Article 13.1.2. Any sick leave accumulated during the term of the employee's employment has no value upon termination of employment.

~~20.3.6.5~~20.4.6.5 A rehired employee is only eligible for supplemental retirement benefits under Article 20 that the employee would have received at the date of their first retirement.

~~20.3.6.6~~20.4.6.6 A rehired employee considering retirement may apply as an external applicant for a position which would begin after the employee's retirement.

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ARTICLE 21 - WORK RULES AND MISCELLANEOUS MATTERS

- 21.1 Calculation of Paid Absences - Variable Hours
- 21.1.1 Calculation of Paid Absences - Variable Hours Paid Absences. Employees whose number of assigned hours varies will have their pay for paid absences calculated as follows:
Using the time report period prior to the paid absence that is most recent and in which the employee was in a paid status for at least five (5) days, the District will compute the employee's average work day. This average will be computed based on all the hours the employee was in a paid status during the previous month excluding overtime, divided by the number of contract days the employee was in a paid status during the previous month. The result will be the number of hours in the employee's average work day. The resulting average work day will be used to calculate paid leave benefits.
- 21.1.2 Calculation of eligibility for Insurance Benefits. Employees whose number of assigned hours vary will have their eligibility for insurance benefits calculated as follows: Using the time report period prior to the paid absence that is most recent and in which the employee was in a paid status for at least five (5) days, the District will compute the employee's average work day for the purpose of determining the employee's eligibility for insurance benefits. This average will be computed based on all the hours up to 40 in a workweek the employee was in a paid status during the previous month divided by the number of contract days the employee was in paid status in the previous month. Therefore, an employee's portion of an insurance premium that is shared with the District may vary from month to month.
- 21.2 Duty-free Meal Period. All employees working six (6) or more hours shall be allowed a duty-free meal period of not less than thirty (30) minutes, except in case of emergency. The meal period shall come at a midpoint in the shift as nearly as possible. Meal periods may not be scheduled so as to shorten the work day. Employees working five (5) or more hours may request or may be scheduled to receive a duty-free meal period of not less than thirty (30) minutes.
- 21.2.1 Employees entitled to a duty-free meal period must receive one unless exceptional and unanticipated circumstances that occur rarely prevented the duty-free meal period. If an employee works during the scheduled thirty (30)-minute meal period, the meal period worked shall be paid for the entire period. The employee will notify the supervisor by the end of the next business day and record the missed meal period on a timesheet. Employees are expected to take meal periods, to communicate with their supervisor concerning missed meal periods, and to maintain accurate timesheets. If an employee is unable to resolve concerns about meal periods with the supervisor, the employee shall promptly submit their concern to HR.
- 21.3 Rest Periods. Every member of the bargaining unit shall be provided a paid rest period of fifteen (15) minutes for every four (4) hours worked or major fraction thereof. Insofar as is possible the rest break is to be taken in the middle of each work period. Rest periods may not be used at the beginning or end of the work day or adjacent to a meal period.
- 21.3.1 If the District establishes a ten (10)-hour day, four-day work week, then the effected employees and their supervisor shall mutually agree on a schedule for three (3) ten (10)-minute rest periods during the ten (10)-hour day. Insofar as possible, the ten (10)-minute rest periods shall be scheduled in the middle of each work period and in compliance with Oregon law. These ten (10)-minute rest periods shall be in lieu of the two (2) fifteen (15)-minute rest periods provided by this section.
- 21.3.2 The District will work with its supervisors and administrators, as well as all other District employees to make sure that classified employees' unpaid lunch break, and their paid morning and afternoon breaks, are respected as duty free time.
- 21.3.3 Employees are expected to take breaks and to communicate promptly with their supervisor if they are not receiving their break. If an employee is unable to resolve concerns about break periods with the supervisor, the employee may promptly submit their concern to HR.
- 21.4 Non-student Attendance Work Days. Employees whose work years are either 196 days, ten (10) months, or eleven (11) months who would otherwise be required to work on a day during which students are not in attendance and who are not required by the supervisor to work on a non-student day, may, upon the approval of the ~~principal~~ supervisor:
- 21.4.1 Be excused from work on a non-student day and work another day which they would otherwise not be required to work, or,
- 21.4.2 Be excused from work on a non-student day without pay.

21.4.3 A one-half (1/2) day (4-hour) or less employee may be excused from work on a non-student day and work a full day on another regular work day.

21.5 SAFE WORK ENVIRONMENT:

The Association and the District believe the work environment for bargaining unit members should be free of unreasonable risk to bargaining unit members' health, safety, and personal liability. To achieve this goal, the parties agree as follows:

- a. The District shall maintain safety committees in accordance with its obligations under law. (ORS Chapter 654 and OAR Chapter 437, concerning Occupational Safety and Health). The purpose of the safety committee is to bring workers and management together in a non-adversarial, cooperative effort to promote safety and health. The safety committee shall include an equal number of employee volunteer or elected members and employer-selected members. When employees and the district agree, the number of employee volunteer or elected members may exceed the number of employer-selected members.
- b. Hazardous conditions in the work environment that are made known to the District and pose a danger to the health or safety of unit members shall be reported to the District Safety Committee.
- c. All unit members, in the course of performing their duties, shall report all unsafe practices and conditions to their immediate supervisor.
- d. Unit members shall not be required to participate in work activities under conditions that, as determined by the District, physically endanger their personal safety or well-being.
- e. When a member is assaulted by, or feels threatened by, a physically aggressive student, the member will submit an incident report from documenting extreme behavior to the building administrator. The appropriate District administrator will promptly initiate an assessment of the environment and, if appropriate, work with the member to implement a safety plan and/or appropriate training in a timely manner.
- f. Employees will be allowed paid time to fill out district-required incident report forms.

21.6 The District shall reimburse unit members for the reasonable cost of personal property with a value of \$500 or less that is stolen or damaged if related to their instructional responsibilities or is stolen or damaged as a result of the District's negligence. The District shall reimburse unit members for the reasonable cost of personal property with a value greater than \$500 that is stolen or damaged and is properly documented as stolen or damaged as a result of the District's negligence.

ARTICLE 22 - TRANSPORTATION EMPLOYEES

22.1 Bus Drivers

22.1.1 Work day assignments for student attendance days.

22.1.1.1 Regular drivers are guaranteed a minimum of four (4) hours of work per work day.

22.1.1.2 Midday drivers are guaranteed a minimum of six (6) hours of work per work day.

22.1.1.3 Full-time drivers are guaranteed a minimum of eight (8) hours of work per work day.

22.1.1.4 If the time between the end of one assignment and the beginning of the next assignment is less than thirty (30) minutes, the employee will be paid for that time at their regular rate of pay. This provision will not be construed to require a paid meal period.

22.1.1.5 The District reserves the right to negotiate lower minimums in the event that home to school or school to school transportation is reduced or if school bell time changes do not allow for 3 and 4 levels of service in both morning and afternoon school bus transportation.

22.1.2 The District's obligation to work day assignment minimums can be met by combining jobs on the condition that the employee does not suffer any loss of rate of pay for the guaranteed minimum. If a higher rate is proper that rate will be paid for other than the bus driver time.

22.1.3 Bus Trip Assignments

22.1.3.1 Drivers assigned to trips on non school days will be paid a minimum of two (2) hours if the trip is canceled after the driver has reported for these bus trip duties.

22.1.3.2 Payment of Local Trips - Within forty (40) miles of base.

1. Straight time for work within the Monday through Friday work week on school days, before 5:00 p.m. and when less than eight (8) hours of work in a day.
2. 1.1 times for work within the Monday through Friday work week on school days, after 5:00 p.m. and when less than eight (8) hours of work in a day.
3. [In accordance with Article 11.2](#), 1.5 times for work over eight (8) hours in any work day.

22.1.3.3 Payment of Out of Town Trips - Over forty (40) miles from base.

1. For out of town trips drivers will be paid for work time up to a maximum of sixteen (16) hours at straight time and over time.
2. Overnight trips are trips that include a sleep time that is typically scheduled between 9:00 p.m. and 9:00 a.m. For overnight and multiple day trips there will be no compensation for eight (8) hours of sleep time per day. All other overnight trip time will be paid as work time and wait time which is paid as straight time.
3. Some out of town trips are not considered to be overnight trips by the user group, but the trip is scheduled to be longer than fifteen (15) hours in length. If it is reasonable to accomplish this trip using one driver, the driver's trip schedule will include an eight (8) hour rest period with lodging provided. This eight (8) hour rest period allows for the start of a new 10-15 hour driving period. This rest period will be paid as applicable at straight time, overtime, wait time, or as non-paid sleep time if the trip is greater than sixteen (16) hours in length.
4. A meal allowance will be paid for all out of town trips as a per diem computed at the rate of \$ ~~1.75~~4.25 per hour for ~~up to all paid and sleep hours~~1.5 hours per day.
5. Lodging will be paid for ~~all reasonable receipted expenses up to \$45.00 per day. Higher lodging costs will require approval by the Transportation Manager or their designee by the District.~~
6. "Gold Star" assignment compensation. Drivers assigned to out of town trips when these special responsibilities are required, will be paid at 1.1 times their applicable driving time or waiting time rate.

22.1.4 Call Back. Section 19.8 (Call Back) shall not apply to bus drivers.

- 22.1.5 Unusual Conditions. If unusual conditions during a special trip preclude a bus driver from driving their regularly-assigned route the following day because of the time restrictions established by OAR 581-53-~~015(9)(a)-(A)~~ and ~~(B)~~0031, the driver shall qualify for personal days, Section 13.3, provided they have such unused leave remaining.
- 22.1.6 Driver specialist positions will be guaranteed one hundred twenty (120) or eighty (80) hours a month as a minimum on a pro rata basis. Eighty hour minimum driver specialist positions would not be required to be available for mid-day routes and instead would be treated the same as regular bus drivers for bidding for additional mid-day assignments (field trips, activity trips, and non-route trips). Driver specialist positions will be offered on the basis of seniority. The intent is not to take substitute work away from driver specialists.

ARTICLE 23 - SITE COUNCIL

Classified staff shall be represented on school site councils as provided by law. The duties of site council shall be those specified by law, including the development of plans to improve the professional growth of school staff and the school's instructional program. (See ORS 329.704)

Building administrators will make every effort to have at least one classified staff representative on site council. The school's classified employees shall select classified representation for site council in a secret ballot election from a ballot of employees who have volunteered to serve if elected. If no classified employee volunteers, classified employees will be notified, and the classified employees and administrator may nominate classified staff members for election. The term of service on site council shall be a minimum of one academic year. Should there be a mid-year vacancy before March, a mid-year election will be conducted using the process described above.

Participation on site council is work time and shall be compensated at the employee's regular rate of pay, overtime pay or compensatory time if applicable and as provided in Article 11.2, trade time, or through release from regular duty without loss of pay.

ARTICLE 24 - REDUCTION IN FORCE AND RECALL

24.1 Definitions

- 24.1.1 Classification - the specific position title to which an employee is assigned based on the District's classification schedule set forth in Appendix C or newly created by the District. When an employee is assigned work time in two or more classifications, the employee's primary classification is the classification in which the employee is assigned fifty percent (50%) or more of the employee's total average daily work hours. If the assigned work time in two or more classifications is equal, the District will designate a primary classification at the time of assignment. An employee who has four (4) or more assigned hours, but less than four (4) hours in their primary classification, shall have rights as if assigned four (4) hours in their primary classification.
- 24.1.2 "Previously-held primary classification" refers to the primary classification held immediately prior to the employee's present classification.
- 24.1.3 "Generic group" refers to the generic positions within the classification family for an employee's present primary classification.
- 24.1.4 Bumping means the displacement of one employee by another employee with greater seniority. Reassignment is the placement of an employee in a new assignment per the provisions of this Article.
- 24.1.5 "Classification seniority" means an employee's total length of continuous service in a classification since their date of assignment to that classification. "District seniority" means an employee's total length of continuous service with the District since their most recent date of hire into a bargaining unit position. Ties of seniority shall be broken by lot. Time employed in a temporary or substitute or other non-bargaining unit position will not count toward seniority.

Exception: The classification seniority date of an employee in a non-facilities classification as of September 30, 2015, recognized by the District based on contract language in effect between April 2012 and September 30, 2015, will remain the employee's seniority date for the duration of the employee's assignment to that classification.

- 24.1.6 Layoff occurs when due to program changes or workforce reductions: (1) an employee's position is eliminated, or their primary classification hours reduced below their current timeblock; (2) the elimination/ reduction has been, or is expected to be, in effect longer than twenty-two (22) work days; and (3) the District has been unable to find an assignment for the employee within their classification and timeblock. Timeblocks are: eight (8), seven (7) to less than eight (8), six (6) to less than seven (7), five (5) to less than six (6), four (4) to less than five (5) hours per work day in the work week. However, for bus drivers, bus aides and driver specialists, the timeblocks recognized are the minimum workday assignments in Article 22.1.1. An employee's timeblock is determined each September 30, or for employees hired or promoted between October 1 and June 30, upon hire or promotion.
- 24.1.7 Displacement occurs when prior to the bumping process, a bargaining unit member is either unassigned or is assigned working hours that do not meet their timeblock rights for the following work year.

24.2 Notice

- 24.2.1 Notice of Initial Assignment. As soon as possible during the staffing process, Human Resources will issue notices to affected employees informing them of a reduction in hours, copies of which will be provided to OSEA on or by the same day. Employees will be given at least 10 calendar days' notice of the opportunity to either: (1) exercise bumping and recall rights or, (2) in the case of a reduction in timeblock in their present classification assignment, to accept the reduction and waive rights to bumping and recall.

After the Spring staffing process is complete, the District and OSEA will meet to review bumping charts, and the District will provide OSEA copies of layoff letters and notices of final placement.

- 24.2.2 In the event of a layoff which completely eliminates an employee's rights to any position, the District will provide the following notice: If it is the result of an administrative decision, the Association will receive notice of not less than thirty (30) calendar days; if it is a levy failure or other fiscal emergency, the District will notify the Association as soon as possible when such decision has been made. The parties recognize special circumstances may exist which precludes timely notification. The District agrees that it will provide the Association notice in such instances at the earliest reasonable moment possible. The notice will specify the reasons therefore, class(es) and position(s) affected and names of employees to be laid off.
- 24.2.3 Upon request by OSEA, on approximately October 15 of each year, the District will provide OSEA with a copy of the recall list and a list of employees in the bargaining unit, their position assignment(s), FTE and classification seniority date.
- 24.2.4 Order. While the District reserves the right to determine positions to be eliminated or reduced in hours it will layoff employees within each affected job classification according to classification seniority, except when district seniority is specifically provided. Generally no bargaining unit member may be laid off until the district first has laid off probationary employees who hold positions in the affected classifications.
- 24.3 Reassignment and Bumping Procedures. The following process applies to employees who have received the Notice of Initial Assignment and have exercised their rights to enter the bumping process:
- 24.3.1 Prior to layoff, the District will assign an affected employee to an existing vacancy within their current classification and timeblock. If none, the employee may, based on classification seniority, bump a less senior employee within the employee's current timeblock and classification. If none, the employee is laid off and placed on the recall list, and 24.3.2 applies.
- 24.3.2 A laid off employee may, based on classification seniority, bump a less senior employee in the next lesser timeblock. This process will continue, in order of descending timeblocks, until the opportunity to assign the employee to a position of four (4) or more hours in their current classification has been exhausted. If an employee is not assigned under this provision, 24.3.3 applies.
- 24.3.3 Previously-held classification. If a laid off employee is not assigned under 24.3.2, the employee may, based on District seniority, bump a less senior employee within the employee's timeblock and previously-held primary classification, if any. If none, the employee may bump a less senior employee in the next lesser timeblock. This process will continue, in order of descending timeblocks, until the opportunity to assign the employee to a position of four (4) or more hours in their previously-held classification has been exhausted. If an employee is not assigned under this provision, 24.3.4 applies.
- 24.3.4 Generic classification. If a laid off employee is not assigned under 24.3.2 or 24.3.3, the employee may, based on District seniority, bump a less senior employee within the employee's timeblock into a classification in the family generic group. An employee's right to assignment in the family generic group will be exercised within the employee's existing timeblock in descending order of pay grades within the family generic group, beginning with the highest pay grade held by the employee at the time of layoff. This process will continue, in order of descending timeblocks, until the opportunity to assign the employee to a position of four (4) or more hours in the generic family group has been exhausted.
- 24.3.5 An employee who bumps into a new assignment under Articles 24.3.2 to 24.3.4 will retain recall rights to an assignment in the classification and timeblock held at the time of layoff, but does not have the right to bump into other new assignments. An employee who rejects an assignment to a position offered under 24.3.1 to 24.3.4 forfeits recall rights.
- 24.3.6 Salary placement. An employee reassigned under 24.3.2 to 24.3.4 will be placed on the salary step that most nearly matches the employee's hourly pay rate at the time of layoff, but is not a wage increase.
- 24.3.7 Employees do not have the right to be assigned to a position in a higher timeblock or workyear than the employee held at the time of the reduction in hours.
- 24.3.8 Exceptions. The provisions of 24.3.1 to 24.3.5 do not apply when the displacement of a less senior employee would violate the District's affirmative action/ diversity plan; when the employee has been given written notice

of performance problems and has not satisfactorily resolved the problems; or when the District determines that a less senior employee has special or unusual qualifications and experience for a position.

In order to bump, the employee must have the ability, capacity and skill to perform the job at the time of bumping. The employee must then demonstrate the ability to perform all job functions within ten (10) working days from the date they assume the job duties. If, after a trial period of the ten (10) working days, the employee cannot perform the duties of the newly assigned position in a satisfactory manner, the employee may, at the discretion of the District, either be given additional time for training and job mastery or laid off and placed on the recall list.

Special or Unusual Qualifications and Experience” refers to those skills and abilities, acquired either as a result of on-the-job training or formal training, that allow the employee to perform part of the job description or significantly enhance performance of the job currently occupied, and which could not be acquired by a replacement employee without special training or on-the-job training within the first ten (10) working days of placement into the position. Examples are licensure to perform the position; bilingual language fluency by an educational assistant; skills necessary to act as a vocational trainer; in-depth knowledge of student information systems.

- 24.3.9 Work Year Rights. Notwithstanding 24.3.1 to 24.3.4, when the work year of a 12-month employee is reduced to less than 12-months, the employee may displace a less senior employee holding a 12-month position in their primary classification, unless the timeblock drops below four (4) hours. If no such position exists, the employee will be assigned in an 11-month position in their primary classification, unless the timeblock drops below four (4) hours. This process will continue until the right of the 12-month employee to be placed in a position of four (4) or more hours in their primary classification is exhausted.

If the employee is not assigned as a result of the above, the employee will be assigned based on district seniority in a 12-month position in the employee’s previously-held position unless the timeblock drops below four (4) hours. If no such position exists, the employee will be placed in an 11-month position in their previously-held classification, unless the timeblock drops below four (4) hours. This process will continue until the right of the employee to be placed in a position of four or more hours in their previously-held classification is exhausted. The employee may then, based on district seniority, displace a less senior employee in a 12-month generic classification of at least four (4) hours, and if none, then an 11-month generic position of at least four (4) hours, and so on. This process will continue until the right of the 12-month employee to be placed in a position of four (4) or more hours is exhausted. If an employee is not assigned under 24.3.9, the employee is laid off, and the provisions of 24.4 (Recall) apply.

The process described in this section applies to 10-month and 11-month employees.

24.4 Recall

- 24.4.1 Laid off employees will be placed on a recall list in classification seniority order for up to twenty-seven (27) months. Employees will be recalled according to such list, as openings in the classification and timeblock (and workyear if applicable) from which the employee was laid off become available. In order to support stability in staffing, the District’s obligation to recall employees is in effect from the beginning of the annual staffing process for the following school year through September 30 of that school year. At other times, the District retains discretion to recall employees.
- 24.4.2 No new employee will be hired into a vacant position while employees with rights to recall to that classification and timeblock remain on the recall list.
- 24.4.3 Employees on layoff status will be considered in-district applicants when applying for positions.
- 24.4.4 Laid off employees shall be responsible for notifying Human Resources of a telephone number, email and mailing address through which they can be reached. Unless the employee has requested notification by certified letter, the District shall notify a member of recall by telephone/ voicemail and email at the last telephone number and email address provided to Human Resources by the employee. An employee shall respond within three business days of the email, except that between August 15 and September 30, employees shall respond to the email within seventy-two (72) hours. If an employee has requested notification by certified letter, the employee will have five (5) days from the date of the letter to respond. The District will assume its

offer for a position is rejected if: (1) the laid off employee does not respond within the timelines of this paragraph; (2) the member responds and declines; or (3) the District cannot reach the member at either their last known telephone number or email address.

Any laid off employee member may provide Human Resources with written authorization designating another person as their exclusive representative to accept or reject an offer for a position on the employee's behalf.

24.4.5 Recall rights shall automatically terminate if any one of the following occurs:

24.4.5.1 Twenty-seven (27) months have passed from the effective date of such layoff.

24.4.5.2 An employee fails to accept a position offered from the recall list. Laid off employees who accept a position offered from the recall list in a lower timeblock (or workyear, if applicable) than their pre-layoff classification, or in a previously held classification, will retain recall rights.

24.4.5.3 An employee fails to timely respond to recall.

24.4.5.4 An employee accepts a bargaining unit position from the recall list in their classification and timeblock (and workyear, if applicable).

24.4.5.5 An employee waives recall rights in writing.

24.4.5.6 An employee is hired by the District in some other position for which the employee applied.

24.5 Layoff Review

If an employee is laid off because the District determined that a less senior employee should be retained under Article 24.3.9, they may appeal the District's decision to the Superintendent or designee after having an informal conference with the Director of Human Resources or designee. An appeal to the Superintendent, addressed to the Director of Human Resources, must be made within fifteen (15) days after issuance of a layoff notice and will substitute for Formal Level One of the Contract Grievance Procedure. The Superintendent or designee will hold a meeting on an employee appeal and make a decision within fifteen (15) days of the meeting. Only the Association may appeal the Superintendent's decision to arbitration. Provisions of the Contract Grievance Procedure will apply. The Arbitrator will be without authority to reverse the Superintendent's decision on the application of the District's affirmative action or diversity policy or a determination that a less senior employee has special or unusual qualifications and experience for a position unless the Association proves that the Superintendent's decision was arbitrary or capricious. If backpay is awarded by the Arbitrator, it will not be retroactive to a date earlier than the date of the Association's notice of appeal to arbitration provided to the District pursuant to the Contract Grievance Procedure.

ARTICLE 25 - GRIEVANCE PROCEDURE

- 25.1 Purpose. The purpose of this procedure is to solve grievances at the lowest possible level.
- 25.2 Definitions
- 25.2.1 Grievance. A "grievance" may either be:
- 25.2.1.1 A claim by an employee or a group of employees based upon an alleged violation of this Agreement,
or
- 25.2.1.2 A claim by the Association based upon an alleged violation of this Agreement affecting the Association or a clearly-defined class of employees.
- 25.2.2 Aggrieved Person. An "aggrieved person" is the person, persons, or Association making the claim.
- 25.2.3 Party in Interest. A "party in interest" is the person or Association making the claim, any person who might be required to take action or against whom action might be taken in order to resolve the claim, or the Superintendent or designee.
- 25.2.4 Representative. A "representative" is anyone, including an attorney, whom a party in interest selects to speak for and to advise a party in interest.
- 25.2.5 Immediate Supervisor. An "immediate supervisor" is the person who has direct supervisory responsibility over the aggrieved person.
- 25.2.6 Day. A "day" shall mean the aggrieved person's work day excluding Saturdays, Sundays and the aggrieved person's vacation days and holidays.
- 25.3 Levels
- 25.3.1 Informal Level. Before presenting a written grievance, the aggrieved person shall attempt to resolve the matter by an informal conference with the aggrieved person's immediate supervisor, principal, or other administrator who has jurisdiction of the matter. The Association may be present at the conference and participate in the conference if authorized to do so by the aggrieved person or to ensure the adjustment of the grievance is not inconsistent with the terms of the collective bargaining contract then in effect.
- 25.3.2 Formal Level One--Principal or Immediate Supervisor or Other Administrator.
- If the grievance is not resolved at the informal level, the aggrieved person or a representative shall present the grievance in writing on the appropriate form to the principal, immediate supervisor or other administrator who has jurisdiction in the matter within fifteen (15) days of the act, omission or event giving rise to the grievance. A copy of the grievance form shall be sent to the Association's grievance committee.
- 25.3.3 Formal Level Two--Superintendent or Designee
- 25.3.3.1 If the aggrieved person is not satisfied with the disposition at Formal Level One, or if no decision is rendered within ten (10) days after the presentation of the grievance, the aggrieved person may appeal the grievance to the Superintendent by delivering a written notice of appeal to the Superintendent's office within seven (7) days after receiving a written notice of the decision, or within fifteen (15) days after presentation of the grievance, if no written decision was rendered.
- 25.3.3.2 The appeal shall include a copy of the original grievance, the decision rendered, if any, and a statement of the reason for the appeal, and the specific relief requested.
- 25.3.3.3 The Superintendent or designee at their discretion may:
1. Hold a hearing, or
 2. Make a decision without a hearing when there is no dispute of facts, but the parties may file written memorandums, or
 3. Hold an informal conference.
- 25.3.3.4 The Superintendent shall communicate a written decision to the Association and the parties in interest within fifteen (15) days after receipt of the notice of appeal if a hearing is not held, written memorandum

not requested, or an informal conference is not held; within ten (10) days after receiving the written report of the designee if a designee is utilized; or if written briefs are filed ten (10) days after receiving the briefs; or if an informal conference is held within ten (10) days after the conference; whichever of the dates applies.

25.3.4 Formal Level Three--Arbitration

25.3.4.1 The Association, which has a duty of fair representation to unit members, may submit a qualified grievance to arbitration by notifying the Superintendent in writing within fifteen (15) days of the Level Two decision. Notwithstanding any other provision herein, the Association alone may appeal a qualified grievance to arbitration.

A grievance qualifies for arbitration if it is a contract grievance except as described in section 25.3.4.1.1. A contract grievance is one which pertains to any dispute about the interpretation or application of the collective bargaining agreement between the parties.

1. A contract grievance based on the terms of section 15.5 (nondiscrimination) does not qualify for arbitration except for a grievance alleging unequal application based on sexual orientation.
2. If an employee exercises the employee's right under District board policy GDPD (or its successor) and District administrative rule G7800.03 (or its successor) and has a school board hearing on the employee's dismissal or demotion, then the superintendent's decision in section 25.3.3 is final and binding and the employee can not appeal the superintendent's decision to Formal Level Three - Arbitration in section 25.3.4.

25.3.4.2 If within ten (10) days after the Association's notice of its intent to submit the grievance to arbitration, the District has not informed the Association that the District believes the grievance is not arbitrable, the Superintendent or designee and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from such arbitrator to serve. If the parties are unable to agree on an arbitrator or to obtain such a commitment within the ten (10)-day period, a request for a list of arbitrators shall be made to the Oregon Employment Relations Board by either party. The arbitrator shall be selected in the same manner as the interest arbitrator selection in ORS 243.746(2).

If the District believes the grievance is not arbitrable, it may inform the Association of the District's belief, in which event the parties may pursue all available legal means to resolve the question of arbitrability before the procedures described above shall be implemented.

25.3.4.3 The arbitrator so selected shall hold hearings promptly and shall issue a decision not later than thirty (30) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and briefs on the issues are submitted to the arbitrator. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted.

25.3.4.4 The arbitrator shall interpret the Agreement and determine if it has been violated. They shall be without power or authority to add to, subtract from, or to modify the terms of this Agreement, nor to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the District and the Association and shall be final and binding on the parties.

25.3.4.5 Costs for the services of an arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room if District facilities are not used, shall be borne equally by the District and the Association. Any other expenses incurred shall be paid by the party incurring them.

25.3.4.6 Arbitrability. Claims involving alleged discrimination covered by any federal or state law, executive order or administrative regulation shall be grievable, but not arbitrable.

25.4 Miscellaneous

25.4.1 Representation. Any aggrieved person may be accompanied at all stages of this procedure by a representative of their own choosing. The Association shall have the right to be present at all stages of the procedure.

25.4.2 Group Grievance. If a group grievance affects a clearly-defined group or class of employees, the grievance may be submitted through the Association or through such aggrieved parties jointly in writing to the Superintendent directly and the proceeding of such grievance shall commence at Level Two.

- 25.4.3 Non-reprisal. No reprisals of any kind shall be taken by the District or any member of the administration nor by an Association member or representative against any participant in any grievance procedure.
- 25.4.4 Meetings and Hearings. Unless specifically requested by the aggrieved party or the District, meetings and hearings under this grievance procedure shall not be conducted in public. The hearings shall include only the parties in interest; their designated representatives; the hearings officer; witnesses, unless they are excluded by the hearings officer, and a court reporter or stenographer if requested by either party in interest. (The cost of the court reporter or stenographer shall be that of the party who requests their presence.) If grievances are filed jointly, there shall be a single designated representative for all joint aggrieved parties. Every effort will be made by all parties to avoid interruption of classroom and any other school-sponsored activities.
- 25.4.5 Written Decisions. Decisions rendered at all levels, except the Informal Level, shall be in writing setting forth the decision and the reason for it. That document shall be transmitted promptly to all parties in interest and the Association.
- Time Limits. It is important that grievances be processed as rapidly as possible. Specified time limits may, however, be extended by mutual agreement in writing

EUGENE SCHOOL DISTRICT 4J

**OREGON SCHOOL EMPLOYEES'
ASSOCIATION CHAPTER No. 1**

By: _____
Board Chairperson

By: _____
Field Representative, OSEA, Chapter I

Date: _____

Date: _____

ATTEST:

ATTEST:

Superintendent-Clerk

President, OSEA, Chapter I

Date: _____

Date: _____

**APPENDIX A
COMPENSATION SCHEDULES AND REOPENER**

Pay Schedules and Cost of Living Adjustments:

~~The following pay schedules describe the pay rates for all bargaining unit members during the term of this agreement.~~

~~The District pays the 6% employee contribution to PERS in addition to the salaries described in the pay schedules.~~

~~Unless otherwise specified on the following pay schedules the percent increase between Steps 1-9 is two and one-half percent (2.5%); and the percent increase between Step 9-10 is three percent (3%).~~

~~Effective July 1, 2021, a cost of living increase of two percent (2.0%) shall be applied to the classified salary schedule; provided, however, said increase shall not apply to summer seasonal positions during the summer 2021.~~

~~The following pay schedules describe the pay rates for all bargaining unit members during the term of this agreement.~~

~~The following provisions describe the wage increases from the salary schedule effective July 1, 2022 that are reflected in the following pay schedules.~~

~~Effective July 1, 2022, the District will provide employees an increase to their current hourly wage rate in the amount of twelve percent (12%). All current employees in Grade 6-18 will receive a step increase subject to the provisions below. After application of the twelve percent (12%) wage increase [delete COLA], any employee whose current grade and step is blank on the wage scale will be placed on the next step on the wage scale (but they will not receive a step increase). --After application of the twelve percent (12%) COLA, employees in Grades 4 or 5 will be placed at the step in Grade 6 with a higher wage rate (but they will not receive a step increase). Grades 4 and 5 will be deleted from the salary schedule. The step increases described in this section are separate from the step increases described in Section 19.3.~~

~~Effective July 1, 2023, all employees will receive a cost-of-living increase to their current hourly rate of six percent (6%).~~

~~Effective July 1, 2024, all employees will receive a cost-of-living increase to their current hourly rate of four percent (4%).~~

~~On a one-time, non-precedent setting basis, all classified employees employed by the district on the date this Agreement is ratified by members will earn one thousand dollars for that week. Payment will be made in the September 2021 payroll.~~

~~Grades 1—3 will be deleted from salary schedule. The FSA 1 classification will be placed on grade 4. During 2021-22, either party may demand to bargain the pay grades for the following classifications: custodians, custodial maintenance coordinator I, and lead custodians; bargaining shall be on an expedited basis.~~

2018-19 Classified Salary Schedule
Effective July 1, 2018 and ending June 30, 2019

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Longevity
18	26.71	27.38	28.06	28.76	29.48	30.22	30.97	31.75	32.54	33.52
17	25.14	25.77	26.41	27.07	27.75	28.44	29.16	29.88	30.63	31.55
16	23.69	24.28	24.89	25.51	26.15	26.80	27.47	28.16	28.86	29.73
15	22.37	22.93	23.51	24.09	24.70	25.31	25.95	26.59	27.26	28.08
14	21.23	21.77	22.31	22.87	23.44	24.02	24.63	25.24	25.87	26.65
13	20.16	20.66	21.18	21.71	22.25	22.81	23.38	23.96	24.56	25.30
12	19.18	19.66	20.15	20.65	21.17	21.70	22.24	22.80	23.37	24.07
11	18.32	18.78	19.25	19.73	20.22	20.73	21.25	21.78	22.32	22.99
10	17.47	17.91	18.36	18.82	19.29	19.77	20.27	20.77	21.29	21.93
9	16.36	16.77	17.18	17.61	18.05	18.51	18.97	19.44	19.93	20.53
8	15.25	15.63	16.02	16.42	16.83	17.25	17.68	18.13	18.58	19.14
7	14.27	14.62	14.99	15.36	15.75	16.14	16.55	16.96	17.38	17.91
6	13.36	13.69	14.04	14.39	14.75	15.11	15.49	15.88	16.28	16.77
5	12.53	12.85	13.17	13.50	13.83	14.18	14.54	14.90	15.27	15.73
4	11.76	12.05	12.36	12.67	12.98	13.31	13.64	13.98	14.33	14.76
3	11.14	11.42	11.71	12.00	12.30	12.61	12.92	13.25	13.58	13.99
2	10.51	10.77	11.04	11.32	11.60	11.89	12.19	12.49	12.80	13.19
1	9.94	10.19	10.45	10.71	10.98	11.25	11.53	11.82	12.12	12.48

2018-19 Food Service Salary Schedule
Effective July 1, 2018 and ending June 30, 2019

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Longevity
E	14.61	14.98	15.35	15.74	16.13	16.53	16.95	17.37	17.80	18.25
D	13.67	14.01	14.36	14.72	15.09	15.47	15.86	16.25	16.66	17.07
C	11.89	12.18	12.49	12.80	13.12	13.45	13.78	14.13	14.48	14.84
B	10.46	10.72	10.98	11.26	11.54	11.83	12.12	12.43	12.74	13.06
A	9.97	10.22	10.48	10.74	11.01	11.29	11.57	11.86	12.15	12.46

2018-19 Classified Benefits Coordinator
260 days

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Longevity
43,812	44,907	46,030	47,181	48,360	49,569	50,809	52,079	53,381	54,982

General Salary Schedule:

This salary schedule has been increased over the 2017-18 salary schedule by 2.2%. The District pays the 6% employee contribution to PERS in addition to the salary above. The Longevity step represents 3% over Step 9. An employee on Step 5 of the 1997-98 salary schedule who received an additional 3% shall continue to receive the value of the 3%. Whenever the state minimum wage exceeds a pay rate established in this schedule, the employee will receive the state minimum wage.

Food Service Salary Schedule:

This salary schedule has been increased over the 2017-18 salary schedule by 2.2%. The District pays the 6% employee contribution to PERS in addition to the salary above. The Longevity step represents 2.5% over Step 9. Whenever the state minimum wage exceeds a pay rate established in this schedule, the employee will receive the state minimum wage.

2019-20 Classified Salary Schedule
Effective July 1, 2019 and ending June 30, 2020

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Longevity
18	27.24	27.92	28.62	29.34	30.07	30.82	31.59	32.38	33.19	34.19
17	25.64	26.28	26.94	27.62	28.31	29.01	29.74	30.48	31.24	32.18
16	24.16	24.77	25.39	26.02	26.67	27.34	28.02	28.72	29.44	30.32
15	22.82	23.39	23.98	24.58	25.19	25.82	26.46	27.13	27.80	28.64
14	21.66	22.20	22.76	23.32	23.91	24.51	25.12	25.75	26.39	27.18
13	20.56	21.08	21.60	22.14	22.70	23.26	23.85	24.44	25.05	25.80
12	19.56	20.05	20.55	21.06	21.59	22.13	22.68	23.25	23.83	24.55
11	18.69	19.15	19.63	20.12	20.63	21.14	21.67	22.21	22.77	23.45
10	17.82	18.27	18.73	19.19	19.67	20.17	20.67	21.19	21.72	22.37
9	16.68	17.10	17.53	17.97	18.42	18.88	19.35	19.83	20.33	20.94
8	15.55	15.94	16.34	16.75	17.17	17.60	18.04	18.49	18.95	19.52
7	14.55	14.92	15.29	15.67	16.06	16.47	16.88	17.30	17.73	18.26
6	13.63	13.97	14.32	14.67	15.04	15.42	15.80	16.20	16.60	17.10
5	12.78	13.10	13.43	13.77	14.11	14.46	14.83	15.20	15.58	16.04
4	12.00	12.30	12.60	12.92	13.24	13.57	13.91	14.26	14.62	15.05
3	11.37	11.65	11.94	12.24	12.55	12.86	13.18	13.51	13.85	14.27
2	10.72	10.99	11.26	11.54	11.83	12.13	12.43	12.74	13.06	13.45
1	10.14	10.40	10.66	10.92	11.20	11.48	11.76	12.06	12.36	12.73

2019-20 Classified Benefits Coordinator
260 days

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Longevity
44,688	45,805	46,950	48,124	49,327	50,560	51,824	53,120	54,448	56,082

General Salary Schedule:

This salary schedule has been increased over the 2018-19 salary schedule by 2.0%. The District pays the 6% employee contribution to PERS in addition to the salary above. The Longevity step represents 3% over Step 9. An employee on Step 5 of the 1997-98 salary schedule who received an additional 3% shall continue to receive the value of the 3%. Whenever the state minimum wage exceeds a pay rate established in this schedule, the employee will receive the state minimum wage.

Food Service Salary Schedule:

Effective July 1, 2019, the Food Services Salary Schedule has been incorporated into the Classified Salary Schedule as follows:

- * Grade A was moved to Grade 2
- * Grade B was moved to Grade 3
- * Grade C was eliminated
- * Grade D was moved to Grade 7
- * Grade E was moved to Grade 8

2020-21 Classified Salary Schedule
Effective July 1, 2020 and ending June 30, 2021

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Longevity
18	27.79	28.48	29.19	29.92	30.67	31.44	32.22	33.03	33.85	34.87
17	26.16	26.81	27.48	28.17	28.87	29.59	30.33	31.09	31.87	32.83
16	24.65	25.26	25.89	26.54	27.20	27.88	28.58	29.30	30.03	30.93
15	23.28	23.86	24.46	25.07	25.69	26.34	26.99	27.67	28.36	29.21
14	22.09	22.64	23.21	23.79	24.39	25.00	25.62	26.26	26.92	27.72
13	20.97	21.50	22.03	22.59	23.15	23.73	24.32	24.93	25.55	26.32
12	19.95	20.45	20.96	21.49	22.02	22.57	23.14	23.72	24.31	25.04
11	19.06	19.54	20.03	20.53	21.04	21.57	22.10	22.66	23.22	23.92
10	18.18	18.63	19.10	19.58	20.07	20.57	21.08	21.61	22.15	22.82
9	17.02	17.44	17.88	18.33	18.78	19.25	19.73	20.23	20.73	21.36
8	15.87	16.26	16.67	17.09	17.51	17.95	18.40	18.86	19.33	19.91
7	14.84	15.22	15.60	15.99	16.39	16.79	17.21	17.65	18.09	18.63
6	13.90	14.25	14.60	14.97	15.34	15.73	16.12	16.52	16.93	17.44
5	13.04	13.37	13.70	14.04	14.39	14.75	15.12	15.50	15.89	16.36
4	12.24	12.54	12.86	13.18	13.51	13.84	14.19	14.54	14.91	15.36
3	11.59	11.88	12.18	12.49	12.80	13.12	13.45	13.78	14.13	14.55
2	10.93	11.21	11.49	11.77	12.07	12.37	12.68	12.99	13.32	13.72
1	10.35	10.60	10.87	11.14	11.42	11.70	12.00	12.30	12.60	12.98

2020-21 Classified Benefits Coordinator
260 days

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Longevity
45,582	46,722	47,890	49,087	50,314	51,572	52,861	54,183	55,537	57,204

General Salary Schedule:

This salary schedule has been increased over the 2019-20 salary schedule by 2.0%. The District pays the 6% employee contribution to PERS in addition to the salary above. The Longevity step represents 3% over Step 9. An employee on Step 5 of the 1997-98 salary schedule who received an additional 3% shall continue to receive the value of the 3%. Whenever the state minimum wage exceeds a pay rate established in this schedule, the employee will receive the state minimum wage.

2021-22 Classified Salary Schedule
Effective July 1, 2021 and ending June 30, 2022

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Longevity
18	28.34	29.05	29.77	30.52	31.28	32.06	32.87	33.69	34.53	35.57
17	26.68	27.35	28.03	28.73	29.45	30.19	30.94	31.71	32.51	33.48
16	25.14	25.77	26.41	27.07	27.75	28.44	29.15	29.88	30.63	31.55
15	23.74	24.33	24.94	25.57	26.20	26.86	27.53	28.22	28.92	29.79
14	22.53	23.09	23.67	24.26	24.87	25.49	26.13	26.78	27.45	28.27
13	21.39	21.92	22.47	23.03	23.61	24.20	24.81	25.43	26.06	26.84
12	20.35	20.86	21.38	21.91	22.46	23.02	23.60	24.19	24.79	25.54
11	19.44	19.93	20.42	20.93	21.46	21.99	22.54	23.11	23.69	24.40
10	18.54	19.00	19.48	19.97	20.46	20.98	21.50	22.04	22.59	23.27
9	17.36	17.79	18.24	18.69	19.16	19.64	20.13	20.64	21.15	21.79
8	16.18	16.58	17.00	17.42	17.86	18.31	18.76	19.23	19.71	20.31
7	15.14	15.52	15.91	16.30	16.71	17.13	17.56	18.00	18.45	19.00
6	14.18	14.53	14.90	15.27	15.65	16.04	16.44	16.86	17.28	17.80
5	13.30	13.63	13.97	14.32	14.68	15.05	15.42	15.81	16.20	16.69
4	12.48	12.79	13.11	13.44	13.78	14.12	14.47	14.83	15.21	15.66

2021-22 Classified Benefits Coordinator
260 days

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Longevity
46,488	47,650	48,842	50,062	51,314	52,597	53,912	55,260	56,641	58,340

General Salary Schedule:

This salary schedule has been increased by 2% over the 2020-21 salary schedule. The District pays the 6% employee contribution to PERS in addition to the salary above. The Longevity step represents 3% over Step 9. Whenever the state minimum wage exceeds a pay rate established in this schedule, the employee will receive the state minimum wage.

APPENDIX B
JBC INSURANCE RESERVE FUND TRANSFERS

In September 2021, the district will make a one-time transfer of funds in the amount of two hundred and fifty thousand (\$250,000.00) from the district general fund to the classified JBC insurance reserve fund.

APPENDIX CB
CLASSIFIED JOB CLASSIFICATIONS BY GRADE

Grade A

Food Service Assistant I

Grade B

Food Service Assistant II

Grade C

Food Service Technician

Grade D

Food Service Coordinator I

Grade E

Food Service Coordinator II

Grade 5

Data Entry Clerk
General Laborer
Groundskeeper
School Crossing Guard

Grade 6

Custodian-Food Service Assistant I/II
Special Education Bus Aide
Data Entry Clerk
General Laborer
Groundskeeper
School Crossing Guard

Grade 7

Accounting Clerk I
Custodial/Maintenance Coordinator I/Custodian
Custodial Technician
Department Assistant
Electric Repair Assistant
Fleet Services Technician
Library/IMC Assistant
Maintenance Worker I
School Volunteer Coordinator
Senior Groundskeeper
Student Supervision Assistant
Van Driver

Grade 8

AV/Textbook Specialist
Bus Driver
Custodial/Maintenance Coordinator II
Child Development Center Educational Assistant
Day Care Program Educational Assistant
Elementary School Assistant

Equipment Operator
Food Service Coordinator II
General Services Assistant
Grounds Specialist – IPM
Lead Custodian
Library/IMC Specialist
Middle School Attendance Clerk
Painter
Roofer
Warehouse Operations Assistant

Grade 9

Accounting Clerk II
Bilingual Educational Assistant
Bus Driver Specialist
Campus Monitor
Career Center Assistant
Childcare Center Educational Assistant
Day Care Program Educational Assistant
Dispatch Information Coordinator
Educational Assistant
Fleet Mechanic I
Health Services Assistant
Lead Custodian
Maintenance Worker II
Office Support Bilingual/Bicultural
Plumber Trainee I
Read Right Educational Assistant
Senior Roofer
SPED Educational Assistant

Grade 10

Assistant Dispatcher
Building Behavior Support Assistant
Carpenter
Case Manager Assistant
Custodial Staff Assistant
Custodial Technician – Equipment Repair
Department Secretary
Driver Trainer
Food Services Program Coordinator Assistant
Grounds Specialist / LEAD IPM
High School Attendance Clerk
Human Resources Generalist I
Irrigation Specialist
Lead Educational Assistant – Child Care
Licensed Practical Nurse
Painter Specialist
Plumber Trainee II
Post Graduation Planning Specialist
Program Coordinator Assistant – Schools
Program Coordinator/Technology Assistant
Records & Scheduling Assistant

Grade 11

Accounting Clerk III
 Accounting Specialist – Accounting System
 Accounting Specialist – Payroll System
 Administrative Assistant
 Bilingual Human Services Coordinator
 Cataloging Specialist
 Elementary School Secretary
 Facilities Coordinator
 Finance Clerk
 Floor Covering Specialist
 High School Secretary
 Human Services Program Coordinator
 KRVM Membership Coordinator
 Maintenance Worker III
 Middle School Secretary
 Plumber Trainee III
 Registrar
 Roofing Specialist
 Route Planning Coordinator
 SPED Vocational Training Assistant
 Student & School Coordinator
 Technology Support Specialist I
 Transportation Dispatcher
 Transportation Training Coordinator
 Vocational Training Assistant
 Volunteer Program Coordinator

Grade 12

[District Translation Specialist](#)
 Driver Development Coordinator
 Education Skills Trainer
 Heating Technician
 HVAC/Refrigeration Technician I
 Human Resources Generalist II
 Locksmith
 Plumber Trainee IV
 Program Coordinator – Clerical/Admin
 Program Coordinator – Schools
[Program Coordinator – Student Alliance](#)
 Recreation/Activities Coordinator
 Safe Routes School Coordinator
 School Plus Program Coordinator
[Technology Management Assistant](#)

Grade 13

Architectural Drafter
 Federal Program Coordinator
 Fleet Mechanic II
 HVAC/Refrigeration Tech II

Management Assistant
[Management Assistant – Nutrition Services](#)
 Parts Specialist/Mechanic II
 Programmer Analyst I
 Plumber
 Technology Help Desk Specialist
 Technology Support Specialist II
 Translation & Interpreting Services Coordinator
 User Services Specialist II

Grade 14

Accounting & Business System Specialist
[Computer System Support Technician](#)
 Computer Technician
 Certified Occupational Therapy Assistant
 Communication Specialist
[Deaf and Hard of Hearing Interpreter I](#)
 Electronics Technician – Fire Alarm, Security System
 HVAC Refrigeration Technician III
 Human Resources Specialist
 KRVM Program Coordinator
 Locksmith Specialist
 Outreach and Recovery Coordinator
 Research, Evaluation, Assessment & Data Analyst
[School Choice Coordinator](#)
 Staffing and School Accountant

Grade 15

[Deaf and Hard of Hearing Interpreter II](#)
[Deaf and Hard of Hearing Interpreter Lead/Computer System Support Technician](#)
 Electrician
 Electronics Technician Specialist
 Fleet Shop Coordinator
 Plumber Specialist
 Safety Specialist
 Technology Support Specialist III
[Web Specialist](#)

Grade 16

Programmer Analyst II
[Electrician II](#)

Grade 17

Grant Writer Analyst
 Senior Programmer Analyst

Grade 18

Buyer
 Electrician Specialist

APPENDIX DC
CLASSIFICATION FAMILIES

Family of Secretarial/Clerical Classifications

STAND ALONE

<u>Family Classifications</u>	<u>Pay Grade</u>
Buyer.....	18
Grant Writer Analyst.....	17
Human Resources Specialist.....	14
Outreach and Recovery Coordinator.....	14
Research, Evaluation, Assessment & Data Analyst.....	14
Management Assistant.....	13
Translation and Interpreter Services Coordinator.....	13
User Services Specialist II.....	13
Human Resources Generalist II.....	12
Technology Management Assistant.....	12
Program Coordinator — Clerical/Admin.....	12
Program Coordinator — Schools.....	12
Program Coordinator – Student Alliance.....	11
School Plus Program Coordinator.....	12
Administrative Assistant.....	11
Bilingual Human Services Coordinator.....	11
Human Services Program Coordinator.....	11
Cataloging Specialist.....	11
Elementary School Secretary.....	11
High School Secretary.....	11
Middle School Secretary.....	11
Registrar.....	11
Vocational Training Assistant.....	11
Case Manager Assistant.....	10
Department Secretary.....	10
Food Services Program Coordinator Assistant.....	10
High School Attendance Clerk.....	10
Human Resources Generalist I.....	10
Post Graduation Planning Specialist.....	10
Program Coordinator Assistant — Schools.....	10
Program Coordinator/Technology Assistant.....	10
Records & Scheduling Assistant.....	10
Career Center Assistant.....	9
Health Services Assistant.....	9
Office Support Bilingual/Bicultural.....	9
AV Textbook Specialist.....	8
Elementary School Assistant.....	8
General Services Assistant.....	8
Library/IMC Specialist (at secondary level).....	8
Middle School Attendance Clerk.....	8
Department Assistant.....	7
Library/IMC Assistant (at secondary level).....	7
Data Entry Clerk.....	56

No GENERIC GROUP Family Classifications

Family of Custodial Services Classifications

STAND ALONE

<u>Family Classifications</u>	<u>Pay Grade</u>
Custodial Staff Assistant.....	10
Custodial Technician – Equipment Repair.....	10
Custodial Maintenance Coordinator.....	8
Lead Custodian.....	89
Custodial Technician.....	7

GENERIC GROUP

<u>Family Classifications</u>	<u>Pay Grade</u>
Custodial Maintenance Coordinator I.....	7
Custodian [General Laborer].....	67

Note: Classification title in [brackets] is the classification the employee is first bumped to if displaced.

Family of Data Processing Classifications

STAND ALONE

<u>Family Classifications</u>	<u>Pay Grade</u>
The Data Processing field has two paths, which are:	
Application Programming/Software	
Senior Programmer Analyst.....	17
Programmer Analyst II.....	16
Programmer Analyst I.....	13

<u>Application Programming/Hardware</u>	<u>Pay Grade</u>
Technology Support Specialist III.....	15
Computer System Support Technician.....	14
Computer Technician.....	14
Technology Help Desk Specialist.....	13
Technology Support Specialist II.....	13
Technology Support Specialist I.....	11

NO GENERIC GROUP Family Classifications

Family of Electronic Repair Classifications

STAND ALONE

<u>Family Classifications</u>	<u>Pay Grade</u>
Electronics Technician Specialist.....	15
Electronics Technician – Fire Alarm, Security System.....	14
Electronics Repair Assistant.....	7

No GENERIC GROUP Family Classifications

Family of Facilities Classifications

STAND ALONE

Family Classifications	Pay Grade
Electrician Specialist [Electrician II]	18
Electrician II [Electrician]	17
Electrician [Maintenance Worker II]	15
Plumber Specialist	15
Safety Specialist	15
HVAC Refrigeration Technician III	14
Locksmith Specialist	14
Architectural Drafter	13
HVAC/Refrigeration Technician II	13
Plumber [Maintenance Worker II]	13
Heating Technician [Maintenance Worker II]	12
HVAC/Refrigeration Technician I [Maintenance Worker II]	12
Locksmith [Maintenance Worker I]	12
Plumber Trainee IV	12
Floor Covering Specialist	11
Maintenance Worker III [Maintenance Worker II]	11
Plumber Trainee III	11
Roofing Specialist [Senior Roofer or Maintenance Worker II]	11
Carpenter [Maintenance Worker II]	10
Grounds Specialist / LEAD IPM	10
Irrigation Specialist	10
Painter Specialist	10
Plumber Trainee II	10
Plumber Trainee I	9
Senior Roofer [Roofer]	9
Equipment Operator [Senior Groundskeeper]	8
Ground Specialist - IPM	8
Painter [Maintenance Worker I]	8
Roofer [Maintenance Worker I]	8
Senior Groundskeeper [Groundskeeper]	7

GENERIC GROUP

Family Classifications	Pay Grade
Maintenance Worker II	9
Maintenance Worker I	7
General Laborer	56
Groundskeeper	56

Note: Classification title in [brackets] is the classification the employee is first bumped to if displaced.

Family of Financial Classifications

STAND ALONE

Family Classifications	Pay Grade
Accounting & Business Systems Specialist	14
Staffing and School Accountant	14
Accounting Clerk III	11
Accounting Specialist – Accounting System	11
Accounting Specialist – Payroll System	11
Finance Clerk	11
Accounting Clerk II	9
Accounting Clerk I	7

No GENERIC GROUP Family Classifications

Family of Food Services Classifications

STAND ALONE

Family Classifications	Pay Grade
Management Assistant – Nutrition Services [Food Services Assistant II]	13
Catering Operations Assistant	11
Food Service Coordinator II	E8
Food Service Coordinator I	D
Food Service Technician	C

GENERIC GROUP

Family Classifications	Pay Grade
Food Service Assistant II	B6
Food Service Assistant I	A46

Family of Educational Assistant Classifications

STAND ALONE

Family Classifications	Pay Grade
Deaf & Hard of Hearing Program Interpreter II	15
Deaf & Hard of Hearing Program Lead	15
Certified Occupational Therapy Assistant	14
Deaf & Hard of Hearing Program Interpreter I	14
Education Skills Trainer	12
SPED Vocational Training Assistant	11
Student & School Coordinator	11
Building Behavior Support Assistant	10
Lead Educational Assistant – Child Care	10
Bilingual Educational Assistant	9
Childcare Center Educational Assistant	9
Day Care Educational Assistant	9
Educational Assistant	9
One-to-One Educational Assistant	9
Read Right Educational Assistant	9
SPED Educational Assistant	9
Child Development Center Educational Assistant	8
Day Care Program Educational Assistant	8
Library/IMC Assistant (Elementary Level)	7
Student Supervision Assistant	7
School Crossing Guard	56

No GENERIC GROUP Family Classifications

Family of Public Relations/Journalism Media Classifications

STAND ALONE

Family Classifications	Pay Grade
Communication Specialist	14
KRVM Program Coordinator	14
KRVM Membership Coordinator	11
Recreation/Activities Coordinator	12

School Plus Program Coordinator	12
Facilities Coordinator.....	11
Volunteer Program Coordinator	11
School Volunteer Coordinator	7
KRVM Financial Support Rep II.....	---

No GENERIC GROUP Family Classifications

Family of Mechanics Classifications

STAND ALONE

<u>Family Classifications</u>	<u>Pay Grade</u>
Fleet Shop Coordinator.....	15
Fleet Mechanic II	13
Parts Specialist/Mechanic II	13
Fleet Mechanic I	9
Fleet Service Technician [General Laborer].....	7
General Laborer56

Note: Classification title in [brackets] is the classification the employee is first bumped to if displaced.

No GENERIC GROUP Family Classifications

Family of Drivers Classifications

STAND ALONE

<u>Family Classifications</u>	<u>Pay Grade</u>
Driver Development Coordinator	12
Safe Routes School Coordinator	12

Route Planning Coordinator	11
Transportation Dispatcher.....	11
Transportation Training Coordinator.....	11
Assistant Dispatcher.....	10
Driver Trainer	10
Bus Driver Specialist	9
Dispatch Information Coordinator.....	9
[To bus driver if previous classification; to secretarial/clerical if previous classification]	
Van Driver.....	7
Special Education Bus Aide [General Laborer]	6

No GENERIC GROUP Family Classifications

Family of Warehouse Operations Classifications

STAND ALONE

<u>Family Classifications</u>	<u>Pay Grade</u>
Warehouse Operations Assistant	8

GENERIC GROUP

<u>Family Classifications</u>	<u>Pay Grade</u>
General Laborer56

APPENDIX ED
MEDICAL SERVICES PROVIDED BY CLASSIFIED EMPLOYEE

Part I:

1. The District will continue to provide the full range of medical training necessary for classified employees to provide for students with medical needs.
2. Reclassification requests of classified employees providing medical services will be processed per Article 7.

Part II- Employee Opportunity to Volunteer:

1. The District provides classified employees ongoing opportunities to volunteer to provide medical services for students. The medical services a classified employee can volunteer for must be clearly described, must be legal for the classified employee to provide, and the classified employee must be adequately trained to provide the medical services. The responsible administrator must approve of any volunteers who provide medical services.
2. The District retains the right to assign medical services duties subject to the contract and the District's duty to bargain.
3. Training will occur within a reasonable period of time of the medical services being provided. The administrator in cooperation with the school nurse will identify any needed training.

APPENDIX FE
INSTRUCTIONAL ASSISTANT PREPARATION TIME

The District will issue a memo to all building administrators which will identify the following process:

1. In September of each year the building administrator will notify each teacher of the District's expectation that instructional assistants who provide instructional support should be provided the opportunity to discuss scheduling prep-time.
2. The teacher and the instructional assistant will mutually agree to the scheduled time and length of prep-time and shall provide the schedule to the building administrator.
3. In the event that an instructional assistant does not feel the scheduled prep-time is adequate, the instructional assistant should discuss the issue with the appropriate administrator. The administrator shall have the final responsibility to resolve the issue.

APPENDIX G
BILINGUAL DIFFERENTIAL

~~The Association and the District recognize that there may be times when, in addition to their regular duties, bilingual classified employees in a position not requiring bilingual skills will be asked to help translate/interpret for a 4J student or family.~~

~~On a trial basis for the 2018-19 school year, the Human Resources Department will implement the below process. In May, 2019 a subcommittee of two district representatives and two Association representatives will review and assess this process, and may make a joint recommendation to the bargaining chairs regarding how to proceed.~~

~~Bilingual Differential Process~~

~~When an administrator assigns a task of bilingual translation and/or interpretation, to an employee hired for a position that does not require bilingual skill, the employee shall be paid a differential of five percent (5%) over their base rate for the time the employee spent translating and/or interpreting. Time will be documented in 15 minute increments which may be a combination of multiple assignments of less than 15 minutes each, but that cumulatively total at least 15 minutes in the course of a week. The employee is responsible for documenting time spent translating and/or interpreting and will submit the district required form each month, and no later than two months after the work was completed.~~

~~This Appendix expires June 30, 2019, and may be extended by mutual agreement of the Association and the District.~~

**APPENDIX H
POOL POSTING**

Multiple vacancies in a nutrition services classification may be recruited with a single posting. Pool postings will include the classification title, salary range, hour range, work year, basic qualifications required, and special position responsibilities, and limitations on the duration of the position(s). A pool posting will include work sites, if known, and indicate that subsequent vacancies may also be filled by applicants to this pool.

~~{Deleted paragraph moved to Article 8 with additional proposed redlined changes}~~

The district will end pool hiring for a specific recruitment within 45 days from the date the posting closes.

The Appendix expires June 30, 2019. This process may be extended by mutual agreement by the Association and the District.

APPENDIX I
SSD STAFFING FOR FOLLOWING SCHOOL YEAR

The Association and the District have an interest in supporting effective assignments of SSD staff assigned to buildings. On a trial basis for 2018-19 and 2019-20 the district will implement the below process.

In February, special education EAs will be asked to complete a preference form soliciting information on an employee's preferred level (elementary, middle, high or other) and area of specialization (for example, life skills, medically fragile, behavior, cognitive). During the district's staffing process in March, the district will consider such preferences in filling known vacancies for the following school year. Article 8—VACANCIES shall not apply to vacancies filled through this process. Nothing in this Agreement diminishes the district's right to assign staff based on student and programmatic need.

When a classified special education EA is reassigned from one building to another, the employee will receive advance written notice of the reason for the reassignment.

This Appendix expires on June 30, 2020 and may be extended by mutual agreement of the Association and the District.

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**MINUTES OF THE EXECUTIVE SESSIONS AND REGULAR MEETING
OF THE BOARD OF DIRECTORS
SCHOOL DISTRICT 4J, LANE COUNTY, OREGON**

Date: November 2, 2022

The Board of Directors of School District No. 4J, Lane County, Eugene, Oregon, held executive sessions at 5:00 p.m. and a regular board meeting at 7:00 p.m via video conference and at the Education Center, 200 North Monroe Street in Eugene, Oregon. Notice of the meeting was mailed to the media and posted in the Education Center on October 29, 2022.

ROLL CALL

BOARD MEMBERS:

Maya Rabasa, Chair
Gordon Lafer, Vice Chair
Keerti Hasija Kauffman
Alicia Hays
Michelle Hsu
Judy Newman
Laural O'Rourke

STAFF:

Andy Dey, Superintendent
Brooke Wagner, Assistant Superintendent for Instruction
Rob Hess, Chief of Staff
Greg Borgerding, Director High School Education
Sebastian Bolden, Director of Middle School Education
Ryan Spain, Director of Facilities Management
Jenna McCulley, Director of Communications
Steve Menachemson, Director of Technology
Oscar Loureiro, Director of Research and Planning
Cydney Vanderkar, Assistant Superintendent for Administrative Services
Collina Beard, Chief Administrative Services Officer
Debbie McKim, Executive Assistant / Board Secretary

EMPLOYEE ASSOCIATIONS:

MEDIA:

KRVM, The Register-Guard

GUESTS:

Nancy Hungerford, Attorney
Jens Jensen, Property Casualty Claims Manager

I. EXECUTIVE SESSION

The board convened in executive session to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed, pursuant to ORS 192.660 (2) (h).

The board convened in executive session to consider records that are exempt by law from public inspection pursuant to ORS 192.660 (2) (f).

Executive sessions are not open to the public. All matters discussed during executive sessions are confidential and shall not be disclosed by any representative of the news media without authorization by the school board.

Executive sessions involving deliberations with persons to carry on labor negotiations, or to consider the expulsion of a student or matters pertaining to a student's confidential medical records, are not open to the news media.

II. REGULAR BOARD MEETING

III. CALL TO ORDER, ROLL CALL, FLAG SALUTE, LAND ACKNOWLEDGEMENT

Chair Rabasa called the regular meeting to order at 7:04 p.m. All Board members were present. Superintendent Dey led the flag salute, after which Chair Rabasa read the Land Acknowledgement.

IV. AGENDA REVIEW

There were no changes to the agenda.

V. INTRODUCTION OF GUESTS AND SUPERINTENDENT'S REPORT

Chair Rabasa welcomed Superintendent Dey to give a report. Superintendent Dey said the focus of his report would be provide updates on the district's work to support equitable outcomes for all students. He was happy to report that an affinity group for neurodivergent students would soon be formed.

Superintendent Dey continued that the district had received concerns and requests for assistance in elementary and middle schools and he acknowledged that systems had been challenged over the past two years. Students and staff were feeling overwhelmed, the results of which were elevated behavioral challenges that were hindering learning.

To accommodate the needs of buildings, coaches and teachers on special assignment would be reassigned to provide additional adults in buildings, and student service specialists would work with teams to provide just-in-time support to buildings experiencing exceptionally high needs.

Superintendent Dey acknowledged that there would be trade-offs, but he believed that it was critical to prioritize removing barriers that stood in the way of teaching and learning. He continued that the district had created a platform that would enable staff to anonymously share their thoughts and problem-solve together. The platform would also be used by the district team, students and families that were reviewing the secondary schedule.

Dr. Dey shared that the Equity, Inclusion and Instruction team was busy facilitating the student-led *No Place for Hate* program in which more than five hundred secondary students across the district had been trained to create a culture of belonging in their schools. The program

empowered students to work with their administrations to identify ways they could work together to create welcoming and inclusive school environments.

Superintendent Dey finished his comments with an invitation to the Board and community to attend the Día de los Muertos event Friday, November 4 from 6–8:30 pm at North Eugene High School.

VI. COMMENTS BY BOARD CHAIR

This item was consolidated with the Board member's comments in **Section IX**.

VII. ITEMS RAISED BY THE AUDIENCE

Chair Rabasa read the requirements and procedure for making public comment at a School Board meeting and the procedure for submitting a formal complaint.

Ericka Thessen asked to fully involve neurodivergent students in school events. Ms. Thessen's student had attended his homecoming and found himself overstimulated and not able to enjoy the event. Ms. Thessen shared statistics regarding disabled students, and added that she was not aware whether neurodivergent students were involved in the planning of school events. She gave suggestions regarding activities that would appeal to neurodivergent students and added that deaf and hard of hearing and blind students should be included. Ms. Thessen was happy to hear that there was a new affinity group for neurodivergent students. She was concerned about the tone of intolerance she had heard at recent meetings.

Larry Lewin referred to the article in The Register-Guard about the hiring and retention of educational assistants and teachers. Mr. Lewin asked what the average number of years staff worked and what the district was doing to retain staff and to determine why they left. He also asked what percentage of exiting staff completed the survey. Mr. Lewin suggested adding exit interviews. He added that years of mismanagement had reduced the professionalism and innovation of teachers and staff. Mr. Lewin asked the district to listen to what educators needed to succeed.

Jeni Canaday said that challenging behaviors were problems to be solved and urged the district to determine why the behaviors were happening. Children were not to blame for systems that did not work properly. Ms. Canaday opined that students were not able to find the support and build relationships needed to succeed. Suspensions and disciplinary behaviors were high among students with 504 plans and IEPs. Ms. Canaday added that school felt unwelcoming to many students who were neurodivergent or had unidentified learning disabilities and urged the district to shift the focus to relational health.

VIII. COMMENTS BY EMPLOYEE GROUPS

Chair Rabasa reported that there were no employee group representatives present that evening.

IX. COMMENTS AND COMMITTEE REPORTS BY INDIVIDUAL BOARD MEMBERS

Ms. Hays thanked the speakers for their comments especially on disability rights. She had a wonderful time at the opening of the new Edison Elementary School building. She appreciated the celebration and hearing from past students and teachers. Ms. Hays thanked the voters who approved bond measures that made it possible to improve district facilities. Ms. Hays thanked prior Board members and community members who were instrumental in promoting the measure and who were at the event. Ms. Hays asked Superintendent Dey to clarify how many of the new hires at the district office were for new positions and how the district had decided to either appoint or complete a competitive process to fill the positions.

Ms. Newman said that the fun run to support Eugene Education Fund had been very successful. She gave kudos to the organizers of the event and thanked Mayor Vinis for starting the races. Ms. Newman had also attended the opening of Edison Elementary School and thanked the taxpayers for supporting school bonds and levies. Ms. Newman met a woman who had attended the school when it first opened in 1926. She said the building was a wonderful learning space and thanked the construction and facilities crews for working so diligently to open the new school on time. Ms. Newman thanked Superintendent Dey for his focus on neurodivergent students. She said that parent and family engagement in a child's education created an overall environment of support and increased the likelihood that a student would be successful. Ms. Newman hoped to explore ways to promote parent and family engagement. Ms. Newman reminded everyone to vote.

Ms. Hasija Kauffman gave her support for the comments and focus on the experiences of neurodivergent students. She thanked Eugene Education Foundation and Superintendent Dey for working to fill the needs of classrooms and building a scaffold of supports. Ms. Hasija Kauffman was happy that volunteers were stepping up and hoped that the backlog of applications was resolved. Ms. Hasija Kauffman mentioned the issue with harmless objects inside Halloween candies. She was looking forward to a calm November.

Ms. O'Rourke announced that Lane Council of Governments was looking for Meals on Wheels volunteers. She thanked Superintendent Dey and Chair Rabasa for exploring the option of students volunteering their time to the program. Ms. O'Rourke was excited about the ongoing negotiations with Oregon School Employees Association and the potential that the base wage would be \$18. She hoped that other public organizations would follow suit. Ms. O'Rourke reminded the Board that their job was not to get along but to get work done. She hoped to complete Board goals by the end of November.

Ms. Hsu did not attend any meetings the prior week but was able to meet with fellow Board members to discuss common goals. She was thankful for the new neurodivergent affinity group. Ms. Hsu also attended the Edison Elementary School re-opening and heard many great stories. She said the care and intention that was put into designing the building was evident. She appreciated the diversity and culture in each of the district's schools and hoped that buildings in need of renovation would receive it.

Vice Chair Lafer thanked Mr. Lewin for the reminder to perform exit interviews. He mentioned that November was Transgender Awareness Month and thanked staff for welcoming fellow transgender staff and students. Mr. Lafer had attended the Drag Queen Story Time event. He was glad to see that there was a large turnout of supporters for those who wanted to share stories and have an inclusive event. Vice Chair Lafer thanked Superintendent Dey for his

attention to the behavior issues that were happening at schools. He hoped to apply funds to solving the issue long-term. Mr. Lafer was also happy to hear that OSEA had reached a tentative agreement and thanked the negotiation team. Mr. Lafer also thanked Ms. O'Rourke and Chair Rabasa for their part in promoting a strong minimum wage.

Chair Rabasa thanked the speakers that evening for expressing their concerns and thoughts about many issues. Ms. Rabasa thanked the parents, students, workers and communities for their part in the Edison Elementary School rebuild. Ms. Rabasa shared that over thirty students had applied to be Student Board Representatives. Chair Rabasa also commented on the agreement between the district and OSEA and reported that it was considered a monumental move to demonstrate values through action. Ms. Rabasa welcome C. J. White, new Department Secretary for the district building. Ms. Rabasa said that C. J. was known by her colleagues as smart, engaging, thoughtful and hard working.

X. CONSENT GROUP - ITEMS FOR ACTION

1. Approve Meeting Minutes for the following Board Meetings; October 1, 2022 Board Retreat; October 12, 2022 Board Meeting; October 19, 2022 Board Meeting
Presenter: Andy Dey, Superintendent
2. Bond Project - North Eugene High School: Technology Equipment Purchase
Presenter: Ryan Spain, Director of Facilities
3. Bond Project - North Eugene High School: Furniture Purchase
Presenter: Ryan Spain, Director of Facilities
4. Bond Project - Camas Ridge Community Elementary School Replacement Building - Controls
Presenter: Ryan Spain, Director of Facilities
5. Approve Contract Agreement with Sexual Assault Support Services (SASS).
Presenter: Andy Dey, Superintendent

Vice Chair Lafer moved, and Ms. Newman seconded the motion to adopt the Consent Agenda. **The motion passed 7:0 with all Board members voting in the affirmative.**

XI. ITEMS FOR INFORMATION

1. Discuss Legislative Priorities
Presenters: Judy Newman, Keerti Hasija Kauffman

Chair Rabasa asked Ms. Newman and Ms. Hasija Kauffman to give a report. Ms. Newman thanked the Board for sending their legislative priorities to her and shared a draft document. The first two priorities had been unanimously approved by the Board. They were to ensure stable funding in basic school support that reflects actual roll-up costs, and to ensure continued full funding of the Student Success Act (SSA).

Additional priorities had been listed by some but not all Board members. Ms. Newman suggested that two priorities be combined into one: eliminate section 3 of ORS 332.018 which prohibited compensation for school board members; and paying school board members. Doing

so would remove barriers to serving on the school board and might positively impact the diversity of the board.

Ms. Newman reminded the Board that they were not introducing new legislation, but were determining a list of priorities in the likelihood that issues came up for discussion in the legislature.

Four Board members had indicated that working to define long-term solutions to reduce standardized testing requirements was a priority.

Ms. Newman suggested tracking together the next two priorities: to align early learning and K-12 systems with support of community services and public funding; and to provide universal high-quality preschool.

Ms. Newman said that the next two goals would likely be presented to the legislation in the near future: training for school board members including onboarding; and annual self-assessment and training to address the needs and priorities of school boards.

Two Board members had identified Career and Technical Education and workforce initiatives as a priority. Ms. Hasija Kauffman said that the Department of Labor might weigh in on the topic.

Ms. Newman again suggested combining the goals to expand and deepen the “All Students Belong” program, and to expand and support mental health and social emotional supports for students and staff.

The last priority listed was to support environmental and climate change initiatives and education, which had been a previous priority and was likely to be introduced as a bill in the Legislature.

Ms. Newman solicited discussion. Ms. O'Rourke questioned why the Board would not bring forth legislation. Ms. Hasija Kauffman said that she had posed the same question and continued that once the priorities were finalized, the Board might introduce them to Legislative representatives at the January Breakfast.

Mr. Lafer thanked Ms. Newman for her work on the list and asked for an update in February after the Legislature had a better idea of what they would be addressing. Ms. Newman and Ms. Hasija Kauffman agreed that it was in their plan. Ms. Newman added that she hoped to align the Board's priorities with those of Eugene Educational Association and Oregon School Employee Association. Ms. Hasija Kauffman was working on the communication plan to the Board.

Chair Rabasa asked to not lose sight of identifying priorities to send to Legislators who might develop bills. She also wondered whether the Board could extend invitations to not only specific Legislators for whom education was a priority but also to Linda Hamilton, the district's Oregon School Board Association legislative representative. There was a discussion about to whom to send invitations for the breakfast and whether there might be more meetings depending on the timing of initiatives. Ms. Hasija Kauffman urged the Board to remember that they could have impact on legislation.

Ms. Newman and Ms. Hasija Kauffman planned to return soon with a revised draft in hopes to finalize a pamphlet they could share with guests at the Legislative Breakfast on January 9, 2023. Invitations would be sent out soon.

Ms. Newman also shared that she would send a document which listed the principals and values that the Oregon School Board Association's Legislative Policy Group would be lobbying for.

XII. ITEMS FOR ACTION

1. Equity Trainer Selection Process

Presenters: Rob Hess, Chief of Staff; Collina Beard, Chief Administrative Officer

Mr. Hess introduced Ms. Collina Beard, newly appointed Chief Administrative Officer. Mr. Hess said that they had revised the rubric to include the changes made at the prior Board meeting and would be asking the Board to decide which of three options they would use to make their selection for an Equity Trainer.

Option A was to have a smaller group review eight proposals and choose three finalists which would be interviewed by the whole Board to determine the trainer.

Option B would be to have the whole Board review all the proposals before interviewing three finalists from which to choose the trainer.

Option C would be to have a smaller group of the Board do the whole process before bringing the selection to the Board for ratification.

Mr. Lafer moved that the Board choose Option B. Ms. Newman seconded the motion and agreed with Mr. Lafer that all the Board members should be involved in the whole process.

Ms. Newman questioned whether the Board would be able to do confidential balloting in a public meeting. Mr. Hess said that he would check to ensure that it was okay and added that all Board members would have to sign nondisclosure agreements prior to beginning the selection process.

Chair Rabasa called the vote for the motion. **The motion to choose Option B passed 7:0.**

Ms. O'Rourke moved to include "experience working with public boards" to the interview rubric. Ms. Newman seconded the motion. Ms. Newman thanked Ms. O'Rourke for making the suggestion to include the question. **The motion passed 7:0.**

After finishing Item XII.2 Chair Rabasa returned to discussion about this item at Ms. Newman's request.

Ms. Newman moved that items 1-4 in the criteria be equally weighted at 30 points. Ms. O'Rourke seconded the motion.

Mr. Hess asked whether Ms. Newman also wanted to give 30 points to item 5, which was cost. Ms. Newman agreed that all the criteria should be equally weighted.

Chair Rabasa gave some background for the reasons that items 3, 4 and 5 were weighted less.

Ms. O'Rourke wondered whether the original intent was to have the total be 100. She also suggested weighting item 5 regarding the cost, at half of items 1-4. Ms. Newman agreed to rate it at 20 instead of 30. Chair Rabasa agreed that cost should be weighted less: data showed that white trainers were undercutting trainers who were Black, Indigenous, Asian or Latin-X.

There was additional discussion about whether changing the weighting of certain items would inhibit trainers from being considered, such as whether the trainer was local or not.

Chair Rabasa called for the motion to structure the rubric at 1-4 at 30 and 5 at 20. **The motion did not pass. Ms. O'Rourke, Ms. Hays, and Ms. Newman voted yes, and Ms. Hsu, Chair Rabasa, Vice Chair Lafer, and Ms. Hasija Kauffman voted no.**

2. Board and Superintendent Committees and Committee Membership
Presenter: Maya Rabasa, Board Chair

Chair Rabasa outlined the Committee membership selection process that had occurred in prior meetings.

Ms. O'Rourke said that subcommittees were her concern. There were many subcommittees that had been created and not all Board members were involved in them. Ms. O'Rourke added that Chair Rabasa and Ms. Hsu were in most of the subcommittees and it made the work very lopsided.

Ms. Rabasa asked whether Ms. O'Rourke would make a motion before discussion could occur.

Ms. O'Rourke moved to take the motion off the table from last meeting. Mr. Lafer seconded the motion but wondered what the original motion was. Ms. O'Rourke said that her goal was to have more equity in committee assignments.

Ms. O'Rourke moved to create a policy that would ensure that all Board members participated equally in subcommittees. There was no second.

Ms. Hays moved to add the issue of equity in standing and ad hoc committees to Board Working Agreements and have a mid-year check-in to affirm that the committee assignments were still equitable and inclusive. Ms. Newman seconded the motion.

Ms. Hays said that there was a lot of power in committees and people had different passions. Adding the topic to Working Agreements would give the Board the chance to ensure that the work was divided equitably.

Mr. Lafer was not aware that any Board member had been told they could not attend a subcommittee. He added that committees did not make decisions, but instead suggested to the Board what actions might be taken on certain topics. Mr. Lafer was grateful that Board members were putting time and energy into topics that interested them.

Ms. Hsu agreed with Mr. Lafer's assessment and was not clear what the issue was. She was grateful that she did not have to be involved in all aspects of the work, but that instead it was being shared.

Ms. Newman appreciated the idea of being able to review subcommittee membership on a regular basis. She would have liked to join more subcommittees as her time allowed.

Chair Rabasa remembered how subcommittees had been formed at the beginning of the year: some members did not have as much time as others to be involved. Chair Rabasa added that the chart in the Board packet showed the assignments made at the Board meeting on August 3, 2022. The distribution was made according to what individual Board members indicated they could take on, which she considered equitable.

There was additional discussion on the process of determining who might be on subcommittees if they were formed during the middle of the year. Ms. O'Rourke also mentioned the inequitable distribution of Board members on subcommittees and the lack of transparency in decision-making. Ms. O'Rourke asked Board members to do their part and get involved in the work.

Ms. Hasija Kauffman did not understand what Ms. O'Rourke's comment about doing the work unless you were ill meant. She added that it was necessary to have respect for each other and lift each other up when they needed it and that equity was not about contributing equally, but to the level which was possible for each person.

Ms. Hsu wanted to work collectively and have her own agency to make decisions about her involvement on committees.

Mr. Lafer asked Ms. Hays whether she would consider a friendly amendment to her motion to not discuss all subcommittee assignments during a midyear review, but only those that might arise after the beginning of the year. Mr. Lafer's intention was to ensure that the whole Board be considered for any new committee created after the beginning of the year.

Ms. Hays responded no.

Chair Rabasa cautioned the Board using equity and equality in the same sentence.

Ms. O'Rourke hoped that her comments regarding equity in committees were heard. She added that her issue was about the assignments for subcommittees. Equity would make the Board stronger.

Ms. Newman asked to clarify whether subcommittee assignments that occurred midyear would be reevaluated at the beginning of the next year. Chair Rabasa remembered that the two subcommittees that had been created the year prior had made changes at the beginning of the school year.

Chair Rabasa asked the Board to vote on having a midyear review of committee and subcommittee assignments. **The motion did not pass 3:4. Ms. Newman, Ms. Hays, and Ms. O'Rourke voted yes, and Ms. Hsu, Chair Rabasa, Mr. Lafer and Ms. Hasija Kauffman voted no.**

Mr. Lafer moved that if a new subcommittee was created midyear, the vote would occur over two meetings, to give the Board time to reflect on their choices. Ms. Hays seconded the motion.

In response to a question from Ms. O'Rourke, Mr. Lafer said that the motion would become part of the Board working agreements.

Chair Rabasa called for the vote on Mr. Lafer's motion. **The motion passed 6:1. Ms. O'Rourke, Chair Rabasa, Mr. Lafer, Ms. Newman, and Ms. Hays voted yes and Ms. Hsu voted no.**

Ms. O'Rourke moved to remove herself from the Mental Health subcommittee. Ms. Newman seconded the motion. Ms. O'Rourke said that the Mental Health subcommittee had been formed at her request, but was removing herself so that Ms. Newman could be on it and the work could be shared.

Chair Rabasa called for the vote. **The motion to remove Laural O'Rourke from the Mental Health subcommittee passed 7:0.**

Ms. O'Rourke asked that it be recorded that it was her request to leave the Mental Health subcommittee.

Ms. Hays asked Superintendent Dey to clarify whether anyone could attend the subcommittee meetings as long as only those who were official subcommittee members were part of the discussion. It was affirmed that Ms. Hay's understanding was correct.

Ms. O'Rourke asked whether the subcommittee meetings could be made available on YouTube.

Chair Rabasa returned to the discussion about Item XII.1 - Equity Trainer Selection Process at Ms. Newman's request. *Please see the notes for that discussion under the item, above.*

XIII. ITEMS FOR ACTION AT A FUTURE MEETING

1. Consider Revisions to Board Policy KL – Public Complaints

Presenter: Rob Hess, Chief of Staff

Mr. Hess referred to the information in the Board Packet. Mr. Hess explained that the policy and accompanying administrative regulation would define and direct the public how to file complaints regarding a variety of issues. Also included in the packet was a revised version of the policy.

Chair Rabasa asked if the Board had questions to help direct any further revisions.

In response to a suggestion from Ms. O'Rourke, Mr. Hess said that the administrative regulation would include simple directions for filing a public complaint, but the policy needed to refer to the official legislation for which it was written.

Ms. O'Rourke was concerned that most complaints did not get a response or action. She wanted it made clear that any member of the public could make a complaint.

Ms. Hess said that once the policy was approved, he would bring the administrative regulation to the Board for their review.

2. Consider for Approval Resolution 2023-05 Concerning Protective Measures to Insure Safe Public Meetings Presenter: Andy Dey, Superintendent

Mr. Hess said that the resolution gave authority to the Board Chair to take action to insure safe meetings. He again said that the Board would approve the resolution at the next meeting.

Ms. O'Rourke said that the resolution needed to be stronger to protect Board members: racial bias and racial harassment were not specifically listed. She wanted to see more actions added to the resolution.

Chair Rabasa said that the resolution allowed the Chair to make a decision how to proceed at a Board meeting that had been disrupted. Ms. O'Rourke said that if the title was changed to a more accurate description of what was in the resolution, she could agree to it. Mr. Hess agreed to bring alternative titles to the next meeting.

3. Proposed Superintendent Evaluation Overview and Process
Presenters: Maya Rabasa, Board Chair; Gordon Lafer, Vice Board Chair

Vice Chair Lafer referred to the packet in which were the background policies and the proposed process. He said that the Superintendent's goals would arise out of the Board goals.

Vice Chair Lafer reviewed the process: The Superintendent would come to the meeting on November 16 with suggested goals that arose out of the Vision 20/20 including a goal regarding equity. The Board would modify or approve the suggested goals and timeline.

Chair Rabasa thanked Ms. Newman for her work on the process in the prior year.

XIIIA. SUGGESTIONS BY THE BOARD FOR CONSIDERATION OF ITEMS AT A FUTURE MEETING

Chair Rabasa said that the next regular meeting would be November 16 and solicited items for a future meeting.

Ms. Newman reminded Chair Rabasa that they would need to vote on the Oregon School Boards Association priorities and principles. Vice Chair Lafer asked whether there would need to be an executive or work session regarding ongoing investigations. Chair Rabasa said she would let the Board know when a meeting would be scheduled. Chair Rabasa added that the Board would have a conversation regarding how to implement the equity lens at Board meetings.

1. 2022–23 Board Meeting Calendar:
AUGUST 2022: ~~Wednesday, August 3 and Wednesday, August 17~~
SEPTEMBER: ~~Tuesday, September 6 Board Retreat; Wednesday, September 7 and Wednesday, September 21~~
OCTOBER: ~~Saturday, October 1 Board Retreat; Wednesday, October 12; Wednesday, October 19 and Monday, October 24 Board Retreat~~
NOVEMBER: Wednesday, November 2 and Wednesday, November 16
DECEMBER: Wednesday, December 7 and Wednesday, December 14
JANUARY 2023: Wednesday, January 18
FEBRUARY: Wednesday, February 1 and Wednesday, February 15
MARCH: Wednesday, March 1 and Wednesday, March 15
APRIL: Wednesday, April 19

MAY: Wednesday, May 3 and Wednesday, May 17
JUNE: Wednesday, June 7 and Wednesday, June 21

XIV. ADJOURN

Chair Rabasa adjourned the regular meeting at 10:10 p.m.

Andy Dey
District Clerk

Maya Rabasa
Board Chair

(Recorded by Eliza Drummond)

DRAFT



ITEM FOR INFORMATION

Date of Meeting

November 16, 2022

Title

Process and Timeline for selecting Equity Trainer

Presenters

Rob Hess and Collina Beard

Summary

All board members will review and score each of the 9 Equity Trainer Quotes that were received. The quotes will be scored confidentially and independently through a Google Form. The quotes will be available for scoring from November 17 until November 30. The top three trainers will be identified in Friday memo on December 2nd. Rob and Collina will explain additional details about the process and answer any questions you may have.

Additional Background:

The top scoring trainers will be interviewed by the full board at a yet to be scheduled work session with a goal to begin this training in January 2023.

Budget/Resource Implications:

Cost of the training has been built into the budget.


Equity Trainer Quote Review

Board members will use this form to review and score the nine Equity Trainer Quotes that were received by the district. All Quotes received have been included for your review. Trainers were asked to respond to the Scope of Work that was presented and approved at the public board meeting on November 2nd.

Please use the following rubric to score the Quotes received:

1. **Work Experience:** (30 points). This includes - but is not limited to - lived experience, reference checking, reference letters, work accomplished in this field, resume, vita review, background/experience with policy and experience working with public boards.
2. **Lived Experience** (30 points): This includes the trainer's lived experience related to equity, diversity, and inclusion issues.
3. **Skills and Knowledge:** (20 points). This includes - but is not limited to - examples of knowledge and skills in the equity field along with the ability to train, mediate, resolve conflict, and connect with diverse people and mindsets.
4. **Availability and Access** (10 points). The ability to work with many different people with busy schedules and limited time.
5. **Cost** (10 points). Value of services and clear costs in terms of time.
 - Wednesday, November 16th: Instructions shared with board members during a public meeting.
 - Thursday, November 17th: confidential scoring form sent to each board member.
 - Friday, December 2nd: Deadline for completing the scoring.
 - Monday, December 5th: Board members are notified of the top three trainers based upon the confidential scoring.
 - Wednesday, December 14th: Top three trainers are interviewed in a work session, scored, and the top trainer is nominated in the public session.
 - January 2022: Equity training begins.

This is a blind, individual rating that is to be completed without discussion. This form cannot be completed by someone else. Your individual rating will be kept confidential.

 hess_r@4j.lane.edu (not shared) [Switch account](#)



* Required



Overall Score: Based on the points you assigned to each quote, rate the trainers ^{*} from #1 to #9 based on the total amount of points you assigned to that trainer's quote. #1 will be your highest scoring quote and #9 will be your lowest scoring quote. The quotes below are listed in alphabetical order.

You will need to be logged into your 4J Google Drive to access the folder that contains the quotes. If you need assistance logging into your 4J Google Drive or would like the Quotes printed, please contact Dr. Hess.

[Equity Training Quotes](#)

	# 1:	#2	#3	#4	#5	#6	#7	#8	#9:
Alyisha Elliott	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Candice King	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
CEI	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Christine Moses	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Dr. Lake	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Kathy Obear	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Roberto Rodriguez	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Robin Quirke	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Vashti Boyce	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>



The top three scoring quotes will be invited to an interview at a work session on December 14th. Please submit a question you would like to be asked during that interview.

Your answer

Submit

Clear form

Never submit passwords through Google Forms.

This form was created inside of 4j.lane.edu. [Report Abuse](#)

Google Forms





ITEM FOR INFORMATION

Date of Meeting

November 16, 2022

Title

Library Pilot Update

Presenter

Amy Page, District Librarian

Summary:

The board approved a three school librarian project at the end of the 21-22 school year. This presentation will update the board on the current status of this project.

Additional Background Information:

The focus of the presentation will largely be focused on the three new Teacher Librarians within our elementary schools but reference will be made to the need to evaluate our library services district wide.

Budget/Resource Implications:

This is a five year pilot.

Recommendations:

None at this time.



EUGENE SD, 4J

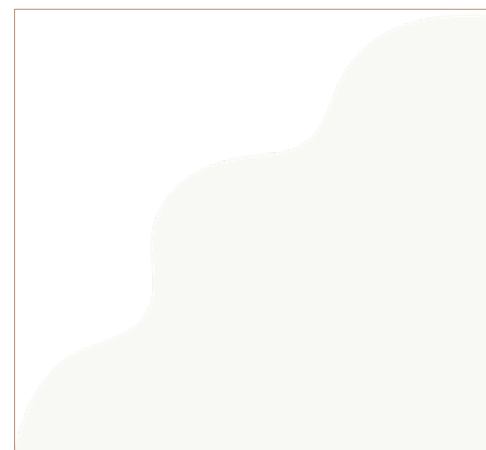
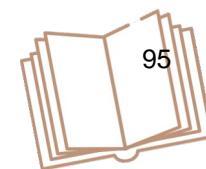
94

LIBRARY SERVICES

Elementary Teacher Librarian

Pilot Update

Thank you!



Timeline

June 22

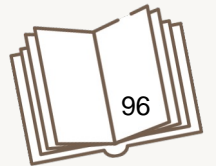
August

Sept.-Nov.

Board approves the hiring of three teacher librarians.

Hire Teacher Librarians for Chavez, Holt, and Howard.

Support Teacher Librarians





Martha Dyer - Chavez Elem.

Martha holds a double Masters Degree in Library & Information Science and Education. She brings 13 years of experience as a School Librarian in Santa Cruz, California, after teaching 8th grade English/Social Sciences for 10 years. Martha is fluent in Spanish, and she is passionate about working alongside teachers and staff to support and enhance the library services at our school.



Robbie Cortez - Holt Elem.

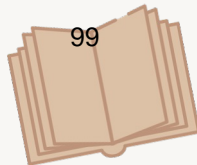
My family and I lived in New Mexico for the past 11 years and moved back to Eugene two years ago. I have been in education for nearly 30 years. I first taught preschool, then I started teaching in the public schools. I have taught kindergarten, first, third, fourth and 6th grade. I have always loved reading and collecting books and there is no better combination than still working with students and helping students fall in love with reading.





Debbie Pfeiffer - Howard Elem.

Debbie Pfeiffer is teacher-librarian at Howard Elementary Technology Immersion School in Eugene, Oregon. She earned her MLIS with school library and public library certification from the University of North Carolina - Greensboro while working 5 years as the district library media specialist for Harney County School District #3 in eastern Oregon. Prior to that she had worked as project manager on a grant to digitize that school district's school libraries' catalogs and add them to union catalog of the Sage library consortium of eastern Oregon. Prior to her school library work, she ran her own editorial business for several years after working as managing editor of a global telecommunications trade magazine. A transplant from the Midwest and the Chicago area, she enjoys going hiking or just walking with her rat terrier, Dotty, reading of course, writing fiction, and pursuing various creative and artistic endeavors (whether at school or during personal time).



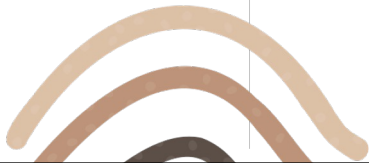
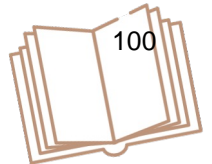
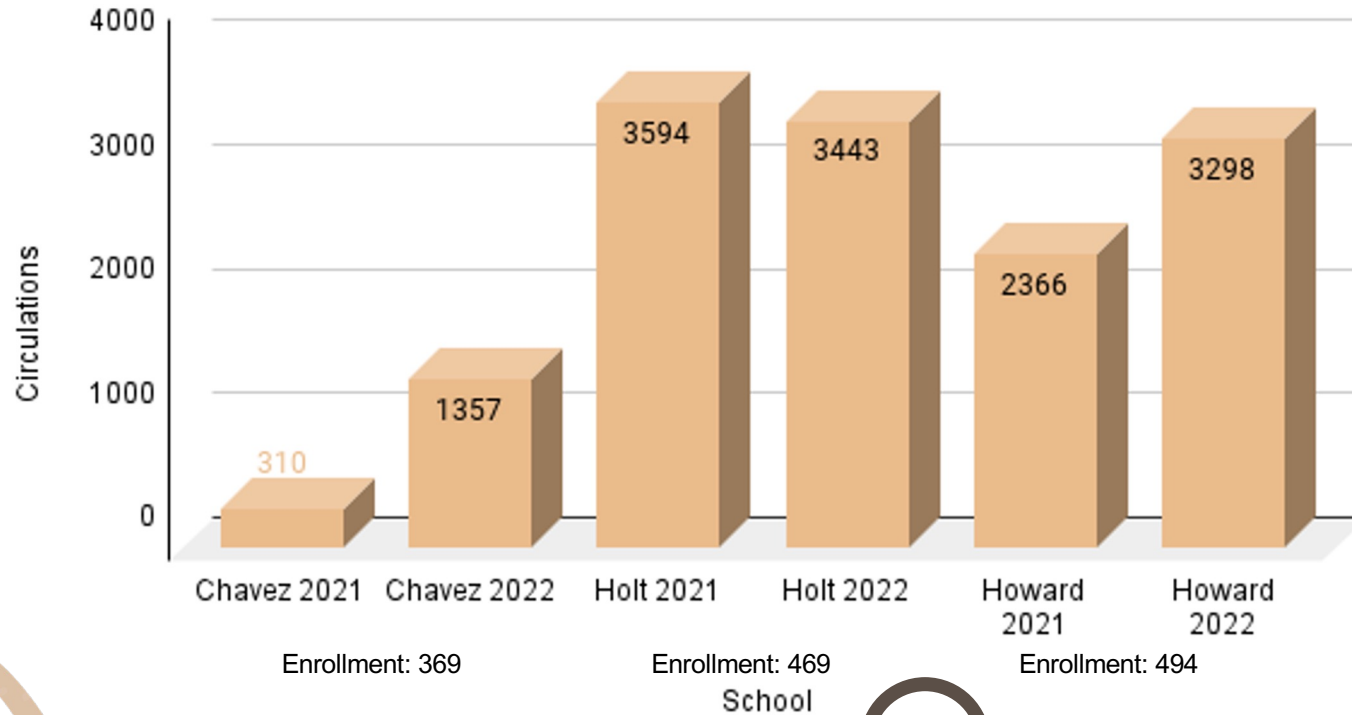


Circulation

2021 vs. 2022



Library Circulation Sept. - Nov. 2021 vs. 2022



Lessons Taught This School Year

Classes visit the library twice a week, once to check out and once for a Library Learning Day.

Lesson Topics:

- Dewey Decimal System
- Online Catalog (Destiny)
- Nonfiction vs. Fiction
- Parts of a book.
- Library Organization
- Digital Citizenship
- OBOB
- Sora - Digital library collection
- Adopt-a-shelf
- Day of the Dead
- Hispanic Heritage Month
- Library culture



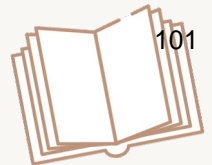
Chavez: 95 K5 Lessons Taught



Holt: 85 K5 Lessons Taught



Howard: 44 K5 Lessons Taught



Upcoming Lessons

Classes visit the library twice a week, once to check out
and once for a Library Learning Day.

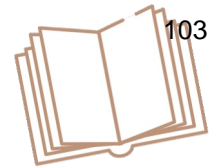
Lesson Topics:

- Native American Heritage Month
- Computer Science/Coding (Hour of Code)
- Databases: PebbleGo (K-2), Britannica (grades 3rd-12th), GALE (3rd-12th)
- Black History Month
- Women's History Month
- Research skills
- Book reviews
- Beanstack
- Write to be read: Write a book in Book Creator
- Poetry

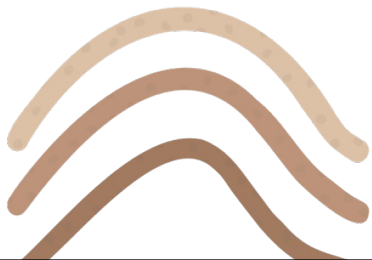
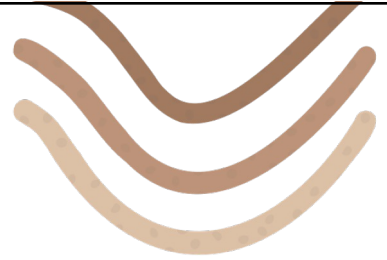
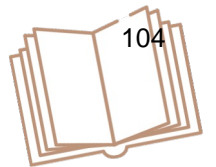


Support

- Library Assistants for Chavez
- Equitable library budget at each school
- Library Advisory Committee
 - Committee made up of teachers, principals, teacher librarians, and admin to provide support and direction for the teacher librarian pilot.
- Grow a librarian
 - Library Aid > Teacher > Teacher Librarian
 - Teacher Librarian pathways
 - Spread the word



Thank you!





ITEM FOR INFORMATION

Date of Meeting

November 16, 2022

Title

SIA Progress Report

Presenter

Brooke Wagner, Assistant Superintendent of Instruction

Summary:

ODE requires quarterly reports for SIA spending.

Additional Background Information:

For the 22-23 school year ODE has combined six different grants into one Integrated Grant process. SIA is the largest of these grants. The district will be presenting to board an Integrated Planning Grant by March 30th of this year.

Budget/Resource Implications:

SIA reports are a required accountability element of SIA funding.

Recommendations:

None at this time.

Draft of Annual SIA Report to Be Submitted to ODE

- Budget summary:
 - The Finance Department is still working on reconciliation, so this summary will change and it seems that it will be balanced, so no SIA funds will be returned

SIA Integrated Plan Summary					
Primary Strategy & Allowable Use Category	Title	Budget FY22	YTD	Non-posted	Remaining Balance
Well-Rounded Education (WRE)	Improve 3rd Grade Reading	\$ 3,202,038.00	\$1,900,316.79	\$746,218.23	\$ 555,502.98
	Learning for All Model	\$ 2,136,653.00	\$1,279,528.22	\$512,750.87	\$ 344,373.91
	Enhancing the NATIVES Program	\$ 219,797.00	\$142,334.05	\$0.00	\$ 77,462.95
	Emergent Bilingual Student Success Plan	\$ 559,717.00	\$293,398.51	\$51,983.01	\$ 214,335.48
	Behavior Framework and Support Services	\$ 1,817,764.00	\$1,365,135.67	\$255,305.62	\$ 197,322.71
Health & Safety (H&S)	Wraparound Support Teams	\$ 2,199,023.00	\$2,839,203.03	\$287,827.61	(928,007.64)
Class Size (RCS)	Class Size reduction	\$ 336,926.00	\$215,692.25	\$51,547.44	\$ 69,686.31
Instructional Time (IIT)	BEST After School	\$ 773,615.00	\$380,624.41	\$86,961.16	\$ 306,029.43
	Summer Programs	\$ 5,135.00	\$28,923.66	\$249,680.89	(273,469.55)
	High School Success Plan (HSS)	\$ 444,605.00	\$361,090.05	\$70,100.86	\$ 13,414.09
	Community Engagement		\$149,750.00	\$0.00	(149,750.00)
Indirect (ADMIN)	Charter Schools	\$ 535,585.51	\$369,878.27	\$165,707.24	\$ -
	Indirect Cost Allocation	\$ 500,000.00	\$374,299.10	\$125,700.90	\$ -
Total		\$ 12,730,858.51	\$9,700,174.01	\$2,603,783.83	\$ 426,900.67

- Summary narrative questions:

Required Question	Responses
1. What changes in behavior, actions, policies or practices have you observed related to SIA implementation during the 2021-22 school year? How do you see these changes contributing to the goals and outcomes in your SIA plan? (500 words or less)	We have formally created high and middle school affinity groups that our Equity Program Coordinators oversee.
2. What barriers or challenges to SIA implementation have you experienced that are helpful for your community and/or state leaders to be aware of? What adjustments, if any, did you make to your SIA plan as a result of these challenges? (500 words or less)	Our barriers and challenges were local to our district and how scheduling the affinity group meetings could occur in each building.
3. SIA implementation includes ongoing engagement with all students, focal students, families, staff, and community partners. How have relationships with or between those groups changed and/or been maintained throughout this academic year? Consider the Community Engagement Toolkit and where your efforts might land on the Levels of Community Engagement spectrum as you complete your response. (500 words or less)	Our ability to engage more diverse groups of parents and students through affinity activities has improved and increased over this past year.
4. As you think about what guided your choices and prioritization efforts in this year of SIA implementation, what stands out? How will what	Our work with the traditionally underserved populations in our district will continue to be at the center of our work. This fund has allowed

Required Question	Responses
you've learned this year impact future SIA implementation efforts? <i>(500 words or less)</i>	us to develop a more robust student affinity groups program.



ITEM FOR INFORMATION

Date

November 16, 2022

Title

Provide Information on Board Working Agreements

Presenter

Maya Rabasa, Board Chair

Background:

The board annually reviews, affirms or revises Board Working Agreements.



BOARD WORKING AGREEMENTS 2022-2023

Purpose

The Board of Directors is the educational policy making body for Eugene School District 4J. To ensure student success, members of the school board and the superintendent agree to function together as a leadership team. The following are the group agreements for the members of the board.

1.0 Governance

- 1.1 The board will work with the superintendent in a cooperative and collaborative partnership aligned toward a common mission.
- 1.2 The board will focus on the responsibilities of policy making, planning and evaluation, and fiscal oversight.
- 1.3 The board will make decisions in the best interest of students and of the district as a whole.
- 1.4 The board will actively solicit input, listen to all perspectives and give careful consideration to all issues presented to the board.
- 1.5 The Board will respect each individual member's right to express opposing viewpoints and vote their convictions, whether they are in the minority or the majority. Individual Board members will abide by decisions made by the Board and will not interfere with action on settled decision.

2.0 Meeting Agreements

- 2.1 Board meetings will begin at the designated start time and members will work to end meetings on time
- 2.2 Board members will attend all meetings of the board and will arrive on time and will have carefully reviewed all meeting materials in advance of the meeting. Board members will contact leadership and superintendent if unable to attend.
- 2.3 Board members will cast a vote on all matters except when a conflict of interest is identified.
- 2.4 Board meetings will be held at accessible locations and will have been properly noticed as to adhere to public meeting law.
- 2.5 Board members must respect and adhere to the confidentiality of all matters and all materials discussed within an executive session of the board. Information shall not be shared with anyone outside

1. [Board Policy Sections A and B "Board Governance"](#)
2. [Board Policy Section C "General Administration"](#)
3. [Board Policies JOA and JOB "Directory Information" and "Personally Identifiable Information"](#)
4. [Board Policy BCBA "Role of Student Representatives"](#)
5. ORS 192.610-690, (Oregon Public Meetings Law) <https://www.doj.state.or.us/oregon-department-of-justice/public-records/attorney-generals-public-records-and-meetings-manual/ii-public-meetings/>
6. OSBA: Public Meetings https://www.osba.org/Resources/Article/Board_Operations/PublicMeetings.aspx
7. [Board Committees Assignments](#)
8. [Board Goals](#)

- 2.6 The agenda of each regular board meeting is developed in collaboration between the superintendent and board leadership and is based on an annual calendar and board goals set by the board at a summer retreat.
- 2.7 At each regular meeting of the board there will be an opportunity for any member to request an item to be considered for further information or inclusion on the agenda for an upcoming meeting. Board leadership will assess interest or agreement by other members of the board with a straw poll.

3.0 Duties, Responsibilities and Role of Board Leadership

- 3.1 Board leadership is the annually elected chair and vice chair. A single board member will attend each leadership meeting and agenda review in a rotation format.
- 3.2 The board chair and vice chair will meet regularly with the superintendent to develop, set and review the agenda to plan meeting processes.
- 3.3 Leadership will take extra care to prioritize items that have been supported by at least three members of the Board. This list is subject to change by a majority vote of the Board.
- 3.4 Board leadership will informally survey each member of the board to determine preference and interest for the various board committees. The board chair will assign and present the annual board committee assignments during a regular meeting of the board and will seek ratification of these assignments at that same meeting.

4.0 Communication by Board Members

- 4.1 When attending meetings, speaking publicly, or speaking directly to staff, board members are expected to be mindful of their status as elected leaders and how, in their leadership role, they may be perceived.
- 4.2 Board members will communicate directly with the superintendent when relaying a concern or problem, or when requesting information requiring staff time.
- 4.3 Board members will communicate questions or concerns about agenda items to the superintendent and board chair prior to the board meeting.
- 4.4 The board chair or designee is the spokesperson for the entire board. If a media request is made to another member who is not the chair, that member may speak with the media as an individual member, and they should inform the chair or the board as a whole.
- 4.5 Members of the board will contact a building administrator prior to visiting a 4J facility.

5.0 Planning and Evaluation

- 5.1 Annually the board will set goals for itself, which will be reviewed and evaluated within the agenda of the summer board retreat.

1. [Board Policy Sections A and B "Board Governance"](#)
2. [Board Policy Section C "General Administration"](#)
3. [Board Policies JOA and JOB "Directory Information" and "Personally Identifiable Information"](#)
4. [Board Policy BCBA "Role of Student Representatives"](#)
5. ORS 192.610-690, (Oregon Public Meetings Law) <https://www.doj.state.or.us/oregon-department-of-justice/public-records/attorney-generals-public-records-and-meetings-manual/ii-public-meetings/>
6. OSBA: Public Meetings https://www.osba.org/Resources/Article/Board_Operations/PublicMeetings.aspx
7. [Board Committees Assignments](#)
8. [Board Goals](#)

- 5.2 The board members will conduct an annual self-assessment of the board's performance; the annual review is ideally to be completed within the context of the board's annual spring retreat. Leadership will be responsible for the board self-assessment.
- 5.3 Board members will participate in establishing annual expectations and goals for the superintendent.
- 5.4 Board members will objectively evaluate the superintendent's annual performance and provide appropriate feedback. Leadership will be responsible to ensure the annual evaluation of the superintendent occurs in a timely manner and is consistent with the superintendent's contract.

(Signature)

1. Board Policy Sections A and B "Board Governance"
2. Board Policy Section C "General Administration"
3. Board Policies JOA and JOB "Directory Information" and "Personally Identifiable Information"
4. Board Policy BCBA "Role of Student Representatives"
5. ORS 192.610-690, (Oregon Public Meetings Law) <https://www.doj.state.or.us/oregon-department-of-justice/public-records/attorney-generals-public-records-and-meetings-manual/ii-public-meetings/>
6. OSBA: Public Meetings https://www.osba.org/Resources/Article/Board_Operations/PublicMeetings.aspx
7. Board Committees Assignments
8. Board Goals



School Board Working Agreements - 2021-2022

The Board of Directors is the educational policy making body for Eugene School District 4J. The Board is responsible to guide practices, processes, and programs with the goal of producing the highest educational achievement for all students. The board is charged with accomplishing this goal while also being responsible for prudent management of available resources. To ensure student success, members of the school board and the superintendent agree to function together with integrity and commitment as a leadership team. To help the Board function together effectively and efficiently, the Board establishes Working Agreements that provide a set of guidelines, shared agreements and expectations and hold each other accountable to follow them.

These agreements are intended to augment and detail section A and B of the Eugene School District 4J Policies. (See <http://www.4j.lane.edu/board/policies/>)

Board Organization and Governance

1. The board will seek to work with the superintendent in a cooperative and collaborative partnership aligned toward a common mission and goals.
2. The board will focus on the responsibilities of policy making, planning and evaluation of the superintendent, and fiscal oversight.
3. The board will make decisions in the best interest of students and the district as a whole.
4. The board will actively solicit input, listen to all perspectives, and carefully consider all issues presented to the board.
5. Individual board members have no authority to take individual action regarding policy or district and school administrative matters.
6. The Board will respect each individual member's right to express opposing viewpoints and vote their convictions, whether they are in the minority or the majority. Individual Board members will abide by decisions made by the Board and will not interfere with action on settled decision.
7. Each year the board will select a chair and vice chair and this constitutes "Board Leadership."
8. Newly elected or appointed board members will be offered and expected to participate in orientation sessions to be provided by Eugene 4J staff and supplemented by outside training as deemed appropriate. And Board leadership will work with staff to develop a list of topics and resources for orientation and onboarding. The list will be given to new board members before July 1st and the new board members will complete the onboarding before the first Board meeting in August. Board Leadership and staff will help new Board members connect with resources.
9. The Board follows Robert's Rules of Order to structure meetings. A copy of Robert's Rules will be offered to any new Board member during the orientation process.

Meeting Agreements

1. Board members will arrive on time for meetings and will carefully review all meeting materials in advance of the meeting.
2. Board meetings will begin at the designated start time and members will work to end meetings on time.
3. Board members will attend all regular meetings of the board. Members will contact board leadership and the superintendent, in advance of the meeting if unable to attend. Attending meetings via phone or web conference (i.e. Zoom) is an option but should be used only in rare occasions when in-person attendance is not possible.
4. Board members will cast a vote on all matters before the board, except when a board member must recuse themselves from the vote, such as in circumstances of a conflict. Abstentions are not allowed.
5. Board meetings will be held only at accessible locations.
6. Board meetings will be properly noticed and adhere to Oregon Public Meeting Law requirements as per Oregon Revised Statutes 192.610–192.690.
7. The Board may hold an executive session as defined in ORS 192.660 and ORS 332.061. Board members must respect and adhere to the confidentiality of all matters and all materials discussed within an executive session of the board. Information shall not be shared with anyone outside of an executive session except if the document has already been published.

Duties, Responsibilities and Role of Board Leadership

1. Board leadership is the annually elected chair and vice chair of the board. Terms for these roles begin on July 1 and end on June 30. A confirmation vote will take place at the first Board meeting on or after July 1st in those years when incoming new Board members are unable to vote for leadership.
2. The board chair and vice chair will meet regularly with the superintendent to develop, set, and review agendas for board meetings. A single board member will attend each leadership meeting and agenda review in a rotation format. The schedule of attendance at leadership will be included in the board calendar.
3. Board leadership, in conjunction with the superintendent, will provide a list of board meetings and topics at least once a month. Leadership will take extra care to prioritize items that have been supported by at least three members of the Board. This list is subject to change by a majority vote of the Board.
4. Board leadership will informally survey each member of the board to determine preference and interest for the various board committees. The chair will present the annual board assignments during a regular meeting of the board of directors and will seek ratification of these assignments at that same meeting. When making committee assignments, the chair will consider the preferences expressed by individual board members and will strive to rotate assignments to maximize opportunities to gain a broader understanding of the district. At the same time, the board chair will assign mentor relationships with the student board representatives. The chair retains the right to make these assignments should ratification not occur.
5. Board members who are not the official appointee to a committee may attend meetings of any committee, but the board member(s) should take caution and be aware that four members of the board constitute a quorum of the board.
6. Board leadership will be responsible for the board self-assessment.
7. Board leadership will be responsible to ensure the annual evaluation of the superintendent occurs in a timely manner and is consistent with the superintendent's contract.

Communication by Board Members

1. Board member communication is subject to the Oregon Public Meetings Law as defined and established in ORS 192.610–192.690. Board members should not deliberate toward any public decisions in any format except for public meetings. A discussion by a quorum in a non-public forum on any board matter is not allowed.
2. When a board member receives information about a concern or complaint from a stakeholder, they will not seek to act upon or resolve those issues directly with staff members (such as by requesting reports or further investigation). When possible, Board members should relay information to the level of the Superintendent's office, particularly when stakeholders seek out Board members about issues of public concern. This does not imply that a board member must relay information to the superintendent from confidential or informal conversations that board members participate in their roles as a 4J community members, etc.
3. Information requests by individual Board members that can be expected to require roughly 15 minutes or more of staff work or staff resources will be referred by the superintendent to board leadership or the full board to determine if the request to use resources aligns with board and district priorities.
4. When attending meetings, speaking publicly, or speaking directly to staff, board members are expected to be mindful of their status as elected leaders and how they may be perceived.
5. As a courtesy, board members may communicate with leadership and/or the superintendent about actions they intend to take.
6. The board chair or designee is the official spokesperson for the board. If a media request is made to another member who is not the chair, that member may speak with the media as an individual member, and they should inform the chair or the board as a whole.
7. The board chair will be responsible to answer in writing all correspondence sent to the board. All board members will be copied on responses. However, board members should be cautious to abide by the Oregon Public Meetings Law (ORS 192) regarding serial meetings via electronic communication; avoid the use of “reply all.” The board chair will strive for a timely response to correspondence.
8. In some instances, board members may have an existing professional relationship or volunteer relationship with schools, programs, or Eugene 4J staff that necessitates interactions in the board member’s capacity as a private citizen or volunteer. The board member must clearly state the visit or interaction has no official board-related purpose. The board member should inform the superintendent and building administrator of this visit or interaction. When visits or interactions are as a part of a work or volunteer schedule, the board member should inform the superintendent, to the extent possible, of the schedule of meetings. This does not apply when 4J Board members are acting as parents, grandparents, or other trusted adults in relationship to 4J students.
9. Occasionally, building administrators or program staff may proactively invite board members to a site or program visit as learning opportunities; these are encouraged. Again, board members will communicate with the superintendent when such requests are received and should be mindful of the Oregon Public meetings law.
10. With the popularity and availability of photography for social media purposes, photos of students in which students can easily be identified should not be posted without prior and explicit consent of the parent or guardian of the student.

Agenda Planning

1. The agenda of each regular board meeting is developed in collaboration between the superintendent and board leadership and is based on an annual calendar and board goals set by the board at a summer retreat.
2. At each regular meeting of the board there will be an opportunity for any member to request an item to be considered for further information or inclusion on the agenda for an upcoming meeting. Board leadership will assess interest or agreement by other members of the board with a straw poll. In order to better plan and manage board time and staff and district resources, the request will be considered if it is supported by at least three members of the board. Each request will be reviewed by board leadership and will be considered for next steps, which may be information provided to the board in the superintendent's weekly memo, an item for information or an item for future action on an upcoming board meeting agenda. Leadership will communicate the next steps decided for the proposed topic to the requesting board member.
3. Regular meeting agendas will include a short verbal report by the chair to preview upcoming meetings and the major topics to be considered. The weekly memo from the superintendent will also include the working calendar of agenda topics for upcoming meetings.
4. In general, agendas will not be changed after they have been published.
 - On occasion, an item may be removed, postponed, or changed by board leadership with proper notice to the board and the public in advance of the meeting.
 - On occasion, with a majority vote of the board during agenda review at the beginning of the meeting, an agenda may be changed to remove, postpone, or change an item. During a meeting, an item may be postponed due to time or other constraints, with consent of the Board.
 - In exceptional circumstances, during agenda review at the beginning of the meeting a majority vote of the board may change an agenda, either to add an item or to change an item from information to action. This is discouraged, as it reduces the possibility for public comment and does not allow for staff preparation. It should be done only for a time-sensitive matter under circumstances that could not have been foreseen.
 - This will not lead to a board action in the same meeting in which it is raised except under true emergency conditions. An emergency condition would be one where:
 - Acting immediately is critical for the operations of the district, *and*
 - not acting immediately would threaten health and safety or create either an unacceptable financial consequence or timing problem for operations.

Planning and Evaluation

1. Board members will conduct an annual self-assessment of the board's performance; the annual review ideally should be completed within the context of the board's spring retreat.
2. Board members will review the "Board of Director's Guiding Beliefs and Values" statement and "Working Agreements" at least annually.
3. Board members will participate in establishing annual expectations and goals for the superintendent.
4. Board members will objectively evaluate the superintendent's annual performance and provide appropriate feedback.
5. The board will annually set goals for itself, which will be reviewed and evaluated within the agenda of the summer board retreat.

I _____, have read and understand these working agreements. I agree to work under these agreements during my term as an elected school board member.

(Signature)

1. [Board Policy Sections A and B](#)
2. List of Board Committees
3. Role of Student Representatives ([Board Policy BCBA](#))
4. ORS 192.610-690, (Oregon Public Meetings Law) <https://www.doj.state.or.us/5regon-department-of-justice/public-records/attorney-generals-public-records-and-meetings-manual-2014/> OSBA: Public Meetings http://www.osba.org/Resources/Article/Board_Operations/PublicMeetings.aspx

Approved February 23, 2022



ITEM FOR ACTION (Second Read)

Date of Meeting

November 16, 2022

Title

Approve Resolution 2023-05 Measures to address safety and disruption at Public Board meetings

Presenters

Andy Dey, Superintendent

Summary

The purpose of resolution 2023-05 is to insure that in-person public meetings of the board are held in a manner that that is healthy and safe for community members, students, staff and school board.

The resolution provides that:

- The board chair may order additional safety measures necessary for in-person public meetings.
- The board chair may choose to recess the meeting; go to a virtual meeting format or adjourn and reschedule for another date, depending on the safety and health concerns present.

The resolution takes effect upon its passage and expires on June 30, 2023 unless rescinded or extended further. It applies to all in-person public meetings of the board or other district body, including board subcommittees, budget and equity committees.

Additional Background

The previous two years have been hard on staff, students, and families. While changes in health and safety measures can add anxiety, they are important for maintaining consistent in-person activities.

Meetings of the school board are often attended by members of the public who remain in an indoor congregate setting for a sustained period of time. Public meetings serve various purposes, including: informing and engaging community members, receiving feedback and recommendations, promoting transparency, and advancing accountability of leadership.

Many staff members are required to attend board meetings, and student board representatives are encouraged to attend.

The board has a legal responsibility to furnish a safe place of employment; In Oregon, all employees have a right to a safe workplace. According to [Oregon OSHA Worker Health and Safety guidance](#), “The law requires employers to provide their employees with working conditions that are free of known dangers.” School district leaders should consider this guidance when planning public meetings that school district employees will attend as part of their professional duties. Intentionality and forethought support the facilitation of safe, effective, and efficient meetings.

While it is impossible to anticipate every scenario, if there are threats or anticipated disruptions, planning ahead is helpful. Depending on the severity of the potential threat or disruption appropriate action should be prepared. If there is a threat which could endanger the health or safety of any individuals, coordinating with law enforcement and mental health experts can promote safety. Law enforcement may be invited to be present at meetings. District leaders may seek advice from law enforcement on specific situations that may arise, and whether the meeting should be held in-person, online, or at all.

The board should consider whether the potential disruption is significant enough to cancel the meeting, or to only provide access to the meeting electronically

As the board resumes in-person public meetings, it has expressed an intention to do so safely. This resolution is intended to ensure that in-person meetings of the board proceed in a manner consistent with public health and safety recommendations and consistent with the board's legal obligation to provide a safe working environment for staff members.

Options and Alternatives

The board may approve Resolution 2023-05, as written or amended, or may decline to do so.

Budget/Resource Implications:

None.

Recommendation:

The superintendent recommends approval of Resolution 2023-05 relating measures to address issues of safety, harassment and disruption at Public Board meetings.

Eugene School District 4J
Board of Directors
Guiding Beliefs and Values

- Do what’s best for all 4J students
- Continue to learn and grow
- Respect and care about each other

In order to meet the district mission statement above, the board has adopted the following guiding beliefs and values:

Students

- We believe that all children can learn.
- We believe that all students deserve to be and feel safe and welcome at school.
- We believe that our students’ education and welfare are our most important commitments.
- We believe that a student’s success in school should be independent of factors such as race, ethnicity, socioeconomic status, disability, gender, gender identity, sexual orientation, native language, and religion.
- We believe that public schools should foster development beyond academics such as character, creativity, resourcefulness, citizenship, respect for diverse cultures, environmental stewardship, an understanding of workplace expectations, and a lifelong love of learning.

Staff

- We value highly qualified, caring and diverse staff that reflects our student population and believe they are the key to meeting our goals for students.
- We believe in collaborating with staff in deciding what is best for our schools and our students, recognizing that not everyone may agree.
- We believe that it is essential for staff and board members to hold high expectations of all students, that these expectations are critical to student success, and that we must hold ourselves and each other accountable for the achievement of all students.
- We believe that high-quality instruction is integral to student success and best achieved by providing strong instructional leadership, targeted professional development, and system-wide accountability and support for student growth.

Community

- We believe that the board and staff make a difference in learning for our children by developing relationships and effectively engaging our families, community and local, state and federal governments on social, political and economic challenges and inequities.
- We value public support for our schools and believe that the board plays a critical role in generating and sustaining community partnerships and ongoing financial and other support.

Leadership

- We believe it is our duty to provide safe learning environments and meaningful, equitable and highly effective instruction, to support all students to thrive socially, emotionally and academically, and to reduce the disparity of outcomes for historically underserved students.
- We believe it is critical for the board and staff to plan and direct resources consistent with our beliefs and values.
- We value continual learning for all—board, staff and students—and believe that it is essential to student success in school.

RESOLUTION 2023-05

EUGENE SCHOOL DISTRICT 4J BOARD OF DIRECTORS

Measures to address safety and disruption at Public Board meetings

WHEREAS:

1. The previous two years have been hard on staff, students, and families. While changes in health and safety measures can add anxiety, they are important for maintaining consistent in-person activities;
2. Meetings of the school board are often attended by dozens of members of the public who remain in an indoor congregate setting for a sustained period of time. Public meetings serve various purposes, including: informing and engaging community members, receiving feedback and recommendations, promoting transparency, and advancing accountability of leadership;
3. Many staff members are required to attend board meetings, and student board representatives are encouraged to attend;
4. The board has a legal responsibility to furnish a safe place of employment; In Oregon, all employees have a right to a safe workplace. According to [Oregon OSHA Worker Health and Safety guidance](#), "The law requires employers to provide their employees with working conditions that are free of known dangers." School district leaders should consider this guidance when planning public meetings that school district employees will attend as part of their professional duties. Intentionality and forethought support the facilitation of safe, effective, and efficient meetings;
5. ORS 339.341 Statewide School Safety and Prevention System requires the Department of Education shall establish and maintain the Statewide School Safety and Prevention System;
6. While it is impossible to anticipate every scenario, if there are threats or anticipated disruptions, planning ahead is helpful. Depending on the severity of the potential threat or disruption appropriate action should be prepared. If there is a threat which could endanger the health or safety of any individuals, coordinating with law enforcement and mental health experts can promote safety. Law enforcement may be invited to be present at meetings. District leaders may seek advice from law enforcement on specific situations that may arise, and whether the meeting should be held in-person, online, or at all;
7. The board should consider whether the potential disruption is significant enough to cancel the meeting, or to only provide access to the meeting electronically.

NOW, THEREFORE, SO BE IT RESOLVED AND DIRECTED:

1. Individuals attending an in-person public meeting of the board or another district body, shall adhere to district safety and prevention plans.
2. The board delegates to the board chair its authority to order additional safety measures for in-person public meetings to the board chair, who shall give due consideration to board policies ACB–Hate Symbols and Bias Incidents; ACC–Racial Harassment; JFCJ–Weapons

in Schools; KGB–Public Conduct on District Property and AC–Nondiscrimination. In addition, guidance from the 4J Risk Management and School Safety team and local law enforcement will be considered.

3. For purposes of this resolution, a public meeting includes any in-person meeting of the board of directors, subcommittee of the board, an advisory committee to the board or superintendent at which members of the public are in attendance in-person.
4. Notice of rules issued pursuant to this resolution will be posted with clearly visible signage at entry points near the board meeting room and on the district website.
5. This resolution and rules issued pursuant to this resolution shall be interpreted and applied consistent with any more restrictive rule order or guidance that applies. Should an applicable law impose a requirement or create a right inconsistent with this order, such law will prevail.
6. The resolution expires on June 30, 2023 unless rescinded or extended further.

Adopted this ____ day of _____ by the Board of Directors for the Eugene School District 4J.

Maya Rabasa, Chair
Board of Directors, Eugene School District 4J



ITEM FOR ACTION

Date of Meeting:
November 16, 2022

Title:
Consider Voting on Oregon School Boards Association (OSBA) Election

Prepared by:
Rob Hess, Chief of Staff

Description:
The Oregon School Boards Association (OSBA) is organized as one general state association with up to 23 regionally elected representatives established across 14 geographic regions to support member participation and representation. Eugene School District 4J is in the Lane Region and is represented by Position 6.

In even-numbered years an election is held for odd-numbered positions on the OSBA Board of Directors. Member boards also vote on the OSBA Legislative Policies and Priorities (LPC).

In odd-numbered years an election is held for the even-numbered positions on the OSBA Board of Directors. Member boards also elect the Legislative Policy Committee.

The OSBA 2022 election for this region includes the proposed OSBA Legislative Priorities and Principals.

Voting is open from November 15 – December 15, 2022.



Dedicated to improving student success and education equity through
advocacy, leadership and service
 to Oregon public school boards.



Election - OSBA 2022 - 06

2022 OSBA Election

1. OSBA Board of Directors Position 6

Vote

No election for Board of Directors Position 6 this year

*** 2. Resolution 1 - Adopts the proposed OSBA Legislative Priorities and Principles**

*** 3. Type the name of the district, ESD or community college board that officially made this vote.**

*** 4. Type the meeting date when the board officially made this vote.**

*** 5. Type your name and title.**

To retain a record of your vote, you MUST print this page before clicking the Done button.

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Resolution to adopt the OSBA Legislative Priorities and Principles as recommended by the Legislative Policy Committee

WHEREAS, the OSBA Legislative Policy Committee is charged under the OSBA Bylaws with developing the association's recommended Legislative Priorities and Principles, and

WHEREAS, the OSBA Legislative Policy Committee has crafted the Proposed OSBA Legislative Priorities and Principles as a foundational document in guiding the legislative and advocacy work of OSBA members and staff, and

WHEREAS, the OSBA Legislative Policy Committee has determined these Proposed OSBA Legislative Priorities and Principles to be in alignment with the OSBA Board of Directors equity goals, and

WHEREAS, the OSBA Legislative Policy Committee met in January and April to review the Proposed OSBA Legislative Priorities and Principles, and

WHEREAS, the OSBA Legislative Policy Committee approved the Proposed OSBA Legislative Priorities and Principles at its April meeting and urged the OSBA Board of Directors to approve the Proposed OSBA Legislative Priorities and Principles and place them before the membership for approval.

THEREFORE, BE IT RESOLVED by the OSBA Board of Directors that the Proposed OSBA Legislative Priorities and Principles be placed before the membership for consideration during the 2022 OSBA election season, and

BE IT FURTHER RESOLVED that the Proposed OSBA Legislative Priorities and Principles and a copy of this resolution be forwarded to all member boards of the Association in accordance with the OSBA Board of Directors adopted elections calendar.

Legislative Priorities and Principles

Preamble

OSBA's mission is to improve student success and education equity through advocacy, leadership, and service to Oregon public school boards. Education equity ensures:

- All students are accepted as their authentic selves, are heard and valued, feel they belong, and achieve high academic and personal standards that empower them to thrive.
- Student success will not be predicted nor predetermined by race, ethnicity, family economics, location, gender, gender identity, sexual orientation, disability status, religion, culture, or any other identity.

Public school boards have unique insights on how to address education equity and systems change in their districts. OSBA is committed to supporting boards in their just and fair distribution of resources based upon each student's needs.

Equity is the driving force behind the Student Success Act, and OSBA is dedicated to advancing legislation designed to raise academic achievement for all students and reduce academic disparities for historically underserved students.

In support of OSBA's Call for Equity, and on behalf of Oregon students, we are committed to promoting equity, combatting injustices, and disrupting bias and systemic racism in education policies through our advocacy at the state level.

OSBA believes a strong and equitable public education system is the best investment Oregonians can make to assure student success, strengthen our economy, create thriving communities, and improve the quality of life for every Oregonian.

Approved by the Legislative Policy Committee: April 23, 2022

Approved by the OSBA Board: September 23, 2022

Approved by the OSBA Membership:



Priorities

Promote Adequate, Predictable, and Stable Funding

The State School Fund rises and falls every two years because Oregon's revenue-raising and funding systems have substantial variance. Stable and adequate funding is crucial to providing a quality education to all students across the education continuum. To ensure stable and adequate funding, OSBA will actively promote legislation that accurately calculates current service level funding for school districts.

Protect the 2019 Student Success Act

The Student Success Act provides local school districts and education service districts unprecedented opportunities to target new funding toward educational programs. OSBA will actively promote legislation to protect the funding allocated for the Student Success Act in order to deliver equitable outcomes for all K-12 students.

Close the Opportunity Gap

In every community a disparity in academic achievement exists between student groups. OSBA will support legislation aimed at closing achievement and opportunity gaps that exist across Oregon's public schools.

Contain Cost Drivers

The costs associated with health care and retirement benefits are eating into funding available for instructional opportunities for students. OSBA will promote legislation that provides relief for districts related to benefit costs controlled by the State.

Support Local Governance and Oppose Mandates

Locally elected officials, local education professionals, and the local community are in the best position to respond to the needs of all students. New mandates must have necessary funding and be researched-based with results indicating increased achievement for all students.

Support Capital Improvements

Students need schools that are safe, comfortable, and appropriate for a modern and/or digital learning environment. OSBA will actively promote the allocation of state-level resources to help pay for construction and capital improvement. OSBA will promote legislation aimed at diversifying the funding methods available to school districts.

Ensure Access to Post-Secondary Credits

All students should have access to post-secondary credit opportunities. OSBA will advocate for a seamless transfer of credits throughout Oregon's higher education system.

Address Education Workforce Shortages

OSBA will promote efforts both state and at the local level to preserve and improve initiatives that combat the workforce shortage. OSBA will advocate for programs that will help districts recruit and retain a diverse and well-prepared workforce.

Principles

Finance

OSBA supports the allocation of state resources to ensure school districts and education service districts have the necessary resources to equitably and fully support all students' instructional, behavioral, and programmatic needs. OSBA supports appropriate financial tax policy to make Oregon schools competitive, nationally, and globally, including the preservation of other funding options for local district consideration.

Student Programs

OSBA supports high-quality programs that equitably serve all students in obtaining a comprehensive and well-rounded education. OSBA supports new and continued partnerships with education stakeholders to increase educational and career opportunities for students.

Student Safety and Wellness

OSBA supports safe and secure school environments, the physical health and overall well-being of all students, and services that promote social, emotional, and behavioral health.

Personnel

OSBA supports attracting and retaining effective employees to create a healthy, diverse, culturally responsible, safe, and sustainable workforce. OSBA supports local management, local contract negotiations, and continued conversations regarding professional development, licensure, and career advancement for personnel.

Governance and Operations

OSBA believes locally elected school district, ESD, and community college boards are best equipped to make decisions in the best interest of students and communities. OSBA supports cross-system collaboration, alignment, and accountability among education stakeholders and partners.

Federal Education Issues

OSBA will advocate for the federal government to prioritize, streamline, and fully fund programs that support students.



Dedicated to improving student success and education equity through **advocacy, leadership and service** to Oregon public school boards.



Election - OSBA 2022 - 06

2022 OSBA Election

1. OSBA Board of Directors Position 6

Vote

No election for Board of Directors Position 6 this year

Not applicable

*** 2. Resolution 1 - Adopts the proposed OSBA Legislative Priorities and Principles**

Yes - adopt

*** 3. Type the name of the district, ESD or community college board that officially made this vote.**

Eugene School District 4J

*** 4. Type the meeting date when the board officially made this vote.**

November 16, 2022

*** 5. Type your name and title.**

Debbie McKim, Exec. Asst. to the Supt., Board Secretary

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ITEM FOR ACTION

Date of Meeting

November 16, 2022

Title

Superintendent Evaluation and Goals

Presenters

Andy Dey, Superintendent

Summary:

At the November 2nd meeting, the board presented a process to conduct Dr. Dey's evaluation. Dr. Dey was asked to submit additional goals to accompany this evaluation process. The goals have been identified and are included with the process that was discussed at the November 2nd meeting.

Additional Background:

The purpose Dr. Dey's goals are to set the conditions for a healthy organization that delivers on its covenant with the community of equitable access to opportunity and advancement to all our district's students.

Budget/Resource Implications:

None.

Recommendation:

Approve the proposed goals and evaluation process or provide specific feedback on how the goals can be improved.

Proposed Superintendent Goals for 22-23 Evaluation

1. The Superintendent will increase district effectiveness through a re-organized infrastructure in order to better meet students' needs while increasing transparency for and accountability to the entire community.
2. The Superintendent, in partnership with the community, will create a new Strategic Plan that will guide the district's efforts over the next four years.
3. The Superintendent will work to ensure Organizational Decision Quality is foundational in the district's work to center equity in all decisions. Examples include but are not necessarily limited to:
 - a. Increase access to opportunities for neurodivergent students;
 - b. Changes to the schedule for secondary schools;
 - c. Equitable grading framework;
 - d. Robust multi-tiered systems of support for student mental health and wellbeing.

Board Policy CBG, Evaluation of the Superintendent, states:

"The board will formally evaluate the superintendent's job performance at least annually as per the timelines set forth in the superintendent's employment contract. The evaluation will be based on the job duties described in the superintendent's contract, board policy and progress in attaining any goals for the year established by the board and/or superintendent.

The board will establish goals for the superintendent, to be evaluated annually. Such goals, and any additional criteria for the superintendent's evaluation, will be developed and approved in a board meeting open to the public. The superintendent will be notified of the additional criteria prior to the evaluation.

The board's discussions and conferences with and about the superintendent and his/her performance will be conducted in executive session, unless the superintendent requests a session open to the public. Such an executive session will not include a general evaluation of any district goal, objective or operation. Results of the evaluation will be written and placed in the superintendent's personnel file." ¹⁴

If services are deemed to be unsatisfactory, the superintendent shall be notified in writing of specific areas to be remedied and shall be given an opportunity to correct these problems. If performance continues to be unsatisfactory, the board may dismiss the superintendent pursuant to the employment contract with the superintendent and law.

The time invested in providing meaningful feedback in the assessment of the superintendent's performance, and the progress made in meeting the goals specified by the board for the superintendent, is critical to the success of the district. The evaluation provides the opportunity for the board to assess the district's progress. Included is the superintendent's assessment and self-evaluation of progress made toward accomplishing district priorities.

In order to enhance alignment with the strategic plan, Vision 20/20, the evaluation of the superintendent will be based upon the major goals of that plan. These are:

Goal I	Educational Excellence with Equitable Access and Outcomes for Every Student
Goal II	Multiple Pathways to Student Success
Goal III	Communication and Connection with Community
Goal IV	Diverse World-Class Workforce
Goal V	Stable, Sustainable Stewardship

In addition, the job of the superintendent includes administrative components and while these are not specifically identified in the Vision 20/20 Strategic Plan, several critical administrative functions also serve as criteria in the overall assessment of the performance of the superintendent. These have been added as a sixth area under the general heading of “Administrative Performance.”

Process

Annually, board leadership will review the evaluation process and tool and if needed, schedule a work session to discuss and review proposed revisions. (It is recognized that over time there may be a need to refine and adjust goals and objectives arising from the district’s strategic plan). Should revisions be necessary, board leadership will then schedule the approval of proposed revisions in a formal public meeting.

There is no numerical rating in this evaluation format. Instead each evaluation dimension is listed, with objectives for that goal from the Vision 20/20 plan. As these are embedded in the work plans for district staff, metrics have been developed. The feedback and comments from board members should be viewed as open-ended questions to elicit a deeper and richer assessment of the performance of the superintendent.

Board members will complete the evaluation individually. Board leadership will schedule at least one executive session to conduct the evaluation of the superintendent. During the executive session, board members will discuss the evaluation and assessment of the superintendent. Based upon this discussion the board chair or designee will prepare the final evaluation from the board to share and discuss with the superintendent at a subsequent executive session. The board will strive for consensus when developing the final evaluation, but in cases where consensus cannot be reached, the majority of opinion will be reflected in the final evaluation, with appropriate note of non-consensus.

In the spirit of transparency and open government, there will be a report on the outcome of the annual evaluation of the superintendent in a public meeting. This is to be developed and presented by board leadership

Timeline

November–December 2022: Establish goals and evaluation process

- Approve the annual superintendent evaluation process in a public session
- Establish the goals and tool for evaluating the performance of the superintendent in a public session
- Board leadership will assign the specific dates for the steps noted below

February 2023: Conduct mid-year performance review - optional

- Superintendent’s mid-year report on progress toward goals in public session

- Mid-year performance review in executive session April 2022: Individual evaluation
- Board members complete evaluation individually
- Superintendent surveys leadership team
- Superintendent provides a self-evaluation for board members which includes salient information from the survey of the district leadership team

May 2023: Review and conduct evaluation

- Board meets in executive session to review evaluation and develops final evaluation
- Board conducts the performance evaluation in executive session with the superintendent

June 2023: Present evaluation

- Final evaluation document is prepared for public distribution
- Final evaluation is presented during a regular board meeting as an item for information

Background Information

The superintendent employment contract between Dr, Andy Dey and the Eugene School District 4J provides a general description of the duties of the interim superintendent in Section 2 of that document.

“SECTION 2. DUTIES WHEN ASSIGNED AS SUPERINTENDENT:

In accordance with state law and the rules, policies and procedures as established by the Board, when acting as Superintendent, Dr. Dey shall: have charge of the operations and administration of the schools; be the chief executive officer and official secretary for the Board; carry out the administration and supervision of the District, including instituting reforms and systemic changes, such as curriculum and program offerings, as the Superintendent finds necessary or expedient, in order to effect positive changes in the District; direct and assign teachers, principals, and other employees of the schools; organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business-affairs, as best serves the District; select, place, and transfer personnel; suggest policy deemed necessary for the well ordering of the District and reasonably interpret policies, regulations, rules and procedures as the Superintendent deems necessary for the efficient and effective operation of the District; have responsibility for the overall financial planning of the District, including the preparation of the annual budget and the submission of the budget to the Board for review and approval; make administrative recommendations on items of business considered by the Board as the Superintendent deems necessary for the efficient and effective operation of the District; act as a liaison between the District and the community and have responsibility for a program of public relations for the purpose of creating and maintaining a cooperative working relationship between the schools and the community; establish and implement a process, including means and time parameters, for keeping the Board up to date on developments, initiatives and issues in the District; stay abreast of educational trends and developments by reading widely, visiting other districts and participating in appropriate professional development and professional organizations at the local, state and national levels; and, in general, perform all duties incident to the Office of the Superintendent, implement the District's policies and procedures and carry out such other duties, and directives as may be prescribed by the Board from time to time; all of the foregoing are subject to the approval of the Board to the extent required by law or as directed by the Board. The Superintendent shall devote the Superintendent's entire time, attention, and energy to the

business of the District and related professional activities and shall not, without prior written approval of the Board's Chairperson, engage in any other business activity which would interfere with such duties.

When acting as Superintendent. Dr. Dey shall extend the Superintendent's best efforts to achieve the Superintendent's goals as set by the Board pursuant to Section 8.

...SECTION 8. GOALS AND OBJECTIVES:

On or before October 1 of each year, the parties shall meet to establish goals and objectives for the District and Dr. Dey for that school year. Including operational and academic goals as well as goals for achieving equity in District policies and practices. Such goals and objectives shall be reduced to writing and be among the criteria by which the Dr. Dey is evaluated.”

[1] Refer to Board Policies CBA, CBB, CBC for more details on qualifications, hiring, and evaluation of the superintendent. A review of the current contract between the superintendent and the school district may also be helpful as a precursor for board members



November 16, 2022

Superintendent Dey's Proposed Superintendent Goals for 22-23 Evaluation

1. The Superintendent will increase district effectiveness through a re-organized infrastructure in order to better meet students' needs while increasing transparency for and accountability to the entire community.
2. The Superintendent, in partnership with the community, will create a new Strategic Plan that will guide the district's efforts over the next four years.
3. The Superintendent will work to ensure Organizational Decision Quality is foundational in the district's work to center equity in all decisions. Examples include but are not necessarily limited to:
 - a. Increase access to opportunities for neurodivergent students;
 - b. Changes to the schedule for secondary schools;
 - c. Equitable grading framework;
 - d. Robust multi-tiered systems of support for student mental health and wellbeing.

The Board of Directors presented the Superintendent Evaluation Process outlined below, at the November 2, 2022 Board Meeting

Board Policy CBG, Evaluation of the Superintendent, states:

"The board will formally evaluate the superintendent's job performance at least annually as per the timelines set forth in the superintendent's employment contract. The evaluation will be based on the job duties described in the superintendent's contract, board policy and progress in attaining any goals for the year established by the board and/or superintendent.

The board will establish goals for the superintendent, to be evaluated annually. Such goals, and any additional criteria for the superintendent's evaluation, will be developed and approved in a board meeting open to the public. The superintendent will be notified of the additional criteria prior to the evaluation.

The board's discussions and conferences with and about the superintendent and his/her performance will be conducted in executive session, unless the superintendent requests a session open to the public. Such an executive session will not include a general evaluation of any district goal, objective or operation. Results of the evaluation will be written and placed in the superintendent's personnel file." ¹⁴

If services are deemed to be unsatisfactory, the superintendent shall be notified in writing of specific areas to be remedied and shall be given an opportunity to correct these problems. If performance continues to be unsatisfactory, the board may dismiss the superintendent pursuant to the employment contract with the superintendent and law.

The time invested in providing meaningful feedback in the assessment of the superintendent's performance, and the progress made in meeting the goals specified by the board for the superintendent, is critical to the success of the district. The evaluation provides the opportunity for the board to assess the district's progress. Included is the superintendent's assessment and self-evaluation of progress made toward accomplishing district priorities.

In order to enhance alignment with the strategic plan, Vision 20/20, the evaluation of the superintendent will be based upon the major goals of that plan. These are:

- Goal I Educational Excellence with Equitable Access and Outcomes for Every Student
- Goal II Multiple Pathways to Student Success
- Goal III Communication and Connection with Community
- Goal IV Diverse World-Class Workforce
- Goal V Stable, Sustainable Stewardship

In addition, the job of the superintendent includes administrative components and while these are not specifically identified in the Vision 20/20 Strategic Plan, several critical administrative functions also serve as criteria in the overall assessment of the performance of the superintendent. These have been added as a sixth area under the general heading of "Administrative Performance."

Process

Annually, board leadership will review the evaluation process and tool and if needed, schedule a work session to discuss and review proposed revisions. (It is recognized that over time there may be a need to refine and adjust goals and objectives arising from the district's strategic plan). Should revisions be necessary, board leadership will then schedule the approval of proposed revisions in a formal public meeting.

There is no numerical rating in this evaluation format. Instead each evaluation dimension is listed, with objectives for that goal from the Vision 20/20 plan. As these are embedded in the work plans for district staff, metrics have been developed. The feedback and comments from board members should be viewed as open-ended questions to elicit a deeper and richer assessment of the performance of the superintendent.

Board members will complete the evaluation individually. Board leadership will schedule at least one executive session to conduct the evaluation of the superintendent. During the executive session, board members will discuss the evaluation and assessment of the superintendent. Based upon this discussion the board chair or designee will prepare the final evaluation from the board to share and discuss with the superintendent at a subsequent executive session. The board will strive for consensus when developing the final evaluation, but in cases where consensus cannot be reached, the majority of opinion will be reflected in the final evaluation, with appropriate note of non-consensus.

In the spirit of transparency and open government, there will be a report on the outcome of the annual evaluation of the superintendent in a public meeting. This is to be developed and presented by board leadership

Timeline

November–December 2022: Establish goals and evaluation process

- Approve the annual superintendent evaluation process in a public session
- Establish the goals and tool for evaluating the performance of the superintendent in a public session
- Board leadership will assign the specific dates for the steps noted below

February 2023: Conduct mid-year performance review - optional

- Superintendent’s mid-year report on progress toward goals in public session
- Mid-year performance review in executive session April 2022: Individual evaluation
- Board members complete evaluation individually
- Superintendent surveys leadership team
- Superintendent provides a self-evaluation for board members which includes salient information from the survey of the district leadership team

May 2023: Review and conduct evaluation

- Board meets in executive session to review evaluation and develops final evaluation
- Board conducts the performance evaluation in executive session with the superintendent

June 2023: Present evaluation

- Final evaluation document is prepared for public distribution
- Final evaluation is presented during a regular board meeting as an item for information

Background Information

The superintendent employment contract between Dr, Andy Dey and the Eugene School District 4J provides a general description of the duties of the interim superintendent in Section 2 of that document.

“SECTION 2. DUTIES WHEN ASSIGNED AS SUPERINTENDENT:

In accordance with state law and the rules, policies and procedures as established by the Board, when acting as Superintendent, Dr. Dey shall: have charge of the operations and administration of the schools; be the chief executive officer and official secretary for the Board; carry out the administration and supervision of the District, including instituting reforms and systemic changes, such as curriculum and program offerings, as the Superintendent finds necessary or expedient, in order to effect positive changes in the District; direct and assign teachers, principals, and other employees of the schools; organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the District; select, place, and transfer personnel; suggest policy deemed necessary for the well ordering of the District and reasonably interpret policies, regulations, rules and procedures as the Superintendent deems necessary for the efficient and effective operation of the District; have responsibility for the overall financial planning of the District, including the preparation of the annual budget and the submission of the budget to the Board for review and approval; make administrative recommendations on items of business considered by the Board as the Superintendent deems necessary for the efficient and effective operation of the District; act as a liaison between the District and the community and have responsibility for a program of public relations for the purpose of creating and maintaining a cooperative working relationship between the schools and the community; establish and implement a process, including means and time parameters, for keeping the Board up to date on

developments, initiatives and issues in the District; stay abreast of educational trends and developments by reading widely, visiting other districts and participating in appropriate professional development and professional organizations at the local, state and national levels; and, in general, perform all duties incident to the Office of the Superintendent, implement the District's policies and procedures and carry out such other duties, and directives as may be prescribed by the Board from time to time; all of the foregoing are subject to the approval of the Board to the extent required by law or as directed by the Board. The Superintendent shall devote the Superintendent's entire time, attention, and energy to the business of the District and related professional activities and shall not, without prior written approval of the Board's Chairperson, engage in any other business activity which would interfere with such duties.

When acting as Superintendent. Dr. Dey shall extend the Superintendent's best efforts to achieve the Superintendent's goals as set by the Board pursuant to Section 8.

...SECTION 8. GOALS AND OBJECTIVES:

On or before October 1 of each year, the parties shall meet to establish goals and objectives for the District and Dr. Dey for that school year. Including operational and academic goals as well as goals for achieving equity in District policies and practices. Such goals and objectives shall be reduced to writing and be among the criteria by which the Dr. Dey is evaluated.”

[1] Refer to Board Policies CBA, CBB, CBC for more details on qualifications, hiring, and evaluation of the superintendent. A review of the current contract between the superintendent and the school district may also be helpful as a precursor for board members



ITEM FOR ACTION AT A FUTURE MEETING

Date of Meeting

November 16, 2022

Title

2023 Eugene School Board Legislative Priorities

Presenter

Maya Rabasa, Board Chair

Background

2023 Legislative Priorities raised by the Eugene School Board of Directors

Eugene District 4J School Board 2023 Legislative Priorities

Funding

- Ensure stable funding in basic school support that reflects actual roll-up costs.
- Ensure continued full funding of the Student Success Act (SSA).

Student and Workforce Supports

- Recruit and retain a diverse and qualified workforce. This can include addressing pay issues.
- Align early learning and K-12 systems with the support of comprehensive community services and supports including free high quality publicly funded preschool available to all children in Oregon.
- Expand and support mental health and social emotional supports for students and staff.
- Expand the definition of what is allowable as instructional hours to include such activities as one on one connecting with staff, participation in an affinity group participation in a club, etc.
- Expand and deepen “All Students Belong”.

Programming and Infrastructure

- Ensure that all existing and new mandates include funding for implementation.
- Support Career Technical Education (CTE) and workforce initiatives and funding.
- Support environmental and climate change initiatives and education. These may relate to school facilities, transportation, operational practices and curriculum for students.

School Boards

- Allow compensation for school board members to remove inequities and support ability to diversify school board membership. This can open up the option to offer stipends or pay or other supports for school board members as an equity issue. (This requires the elimination of section 3 in ORS 332.018)
- Training for school board members- onboarding of new members to give them the tools for success. (Legislation likely)
- Annual self-assessment for school boards and training to address needs and priorities identified by school board members- (Legislation likely)

Testing

- Work with local, state, and legislative partners on long-term solutions that will reduce standardized testing requirements.

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ITEM FOR ACTION AT A FUTURE MEETING (FIRST READ)

Date of Meeting

November 16, 2022

Title

OSBA Anti-Racist Resolution

Presenter

Andy Dey, Superintendent

Summary:

The board voted 7-0 to submit an anti-racist resolution to OSBA. Staff has developed a first draft resolution designed to reflect the board's intent when this topic was discussed and voted on.

Additional Background Information:

OSBA's staff does not reflect the racial diversity on our board, boards across the state and more importantly the students and families we serve. We are asking that OSBA commit to diversifying their workforce in general and their executive team in particular.

Budget/Resource Implications:

None at this time.

Recommendations:

Approve or provide specific feedback to improve the board's intent of this resolution.



Anti-Racist Board Resolution

The following draft resolution is proposed for the board's reflection and refinement.

Whereas the Eugene 4J School as individually elected members and as the governing body for the Eugene School District 4J, is committed to providing safe learning environments; meaningful, equitable and highly effective instruction so that all students thrive socially, emotionally and academically; and to reduce the disparity of outcomes for students of color and students with disabilities;

Whereas the vision, values and equity stance of the Eugene School District 4J is "every student is connected to community and empowered to succeed," and is guided by the values of "equity, excellence, and choice," and "in every decision made by the board it is important to consider equity and the impact on students and families, especially those in underserved demographic groups and protected classes";

Whereas systemic racism has plagued our nation for over 400 years and is evident in national, state and local institutions, including public education;

Whereas the school board members have resolved to play a vital role in committing to learning to recognize and combat implicit bias and overt racism;

Whereas the Eugene 4J School Board has resolved to identifying and correcting practices and policies that perpetuate institutional racism in all aspects of the functioning of the school board and school district;

Whereas the Eugene 4J School Board is committed to leading as an exemplar in advancing equitable recruiting and hiring practices to ensure diverse representation in educational institutions;

Whereas the Eugene 4J School Board represents the interests of the 6th largest school district in Oregon and is committed to using its position to address systemic racism, not solely leaving the mission of advancing opportunity for people of color only to those of color;

Whereas important and finite district resources including time and treasure are allocated to the Oregon School Board Association charged with advocating on behalf of school boards across the state;

Now, therefore, be it resolved that the Eugene 4J School Board is committed to holding the association to which it belongs accountable to similar high standards of examining their processes, hiring practices, trainings and equitable decision-making that the district adheres to in its own practices.



Further, be it resolved that the Eugene 4J School Board commits to pressing the Oregon School Boards Association for clear transparency on the equity tool the association uses to apply to decisions and counsel the association provides to the school districts it serves.

Further, be it resolved, that the Eugene 4J School board shall request the association evaluate and strive to improve the diversity of paid staff member positions, funded in part by district contributed dues, so that the association better reflects the diversity of the voices they represent, as currently the positions remain largely members of the white majority.

Finally, be it resolved the school board will continue to support the association’s work “to improve education outcomes for students of color” and “to build the capacity of board members of color” as the school board does not believe these critical goals should fall to the sole responsibility of the association’s board members of color caucus alone but rather all Oregon school board members.



ITEM FOR ACTION AT A FUTURE MEETING

Date of Meeting

November 16, 2022

Title

Return to In-Person Board Meetings

Presenter

Maya Rabasa, Board Chair

Background

Returning to holding board meetings in-person as opposed to virtually will be an Item for Action at a Future Meeting.