

NOTICE: The Board Work Session will be open to the public to attend in person, via live broadcast on KRVM 1280-AM and 98.7 FM, on the internet at <https://icecast.4j.lane.edu/board> and via Zoom Webinar at <https://4j-lane-edu.zoom.us/j/91225128314>, Webinar ID 912 2512 8314

The board will not hear public testimony during the work session.

Each employee group is invited to speak for up to 3 minutes, focused on a consent, action, or information agenda topic below, and may choose - at the recognition of the Chair - to speak during this scheduled time, or alternatively, after one of the presentations of an agenda item.

6:00 PM

Board Work Session

- I. Call Work Session to Order, Roll Call
- II. Agenda Approval
- III. Comments by Employee Groups
 Employee groups are invited to speak for up to 3 minutes, focused on a consent, action, future action, or information agenda topic below, and may choose – at the recognition of the Chair – to speak during this scheduled time, or alternatively, after one of the presentations of an agenda item.
 - EEA (Eugene Education Association)
 - OSEA (Oregon School Employees Association)
 - MAPS (Managers, Administrators, Professional Staff)
- IV. **Consent Group — Items for Action**
 - 1. Approve Board Minutes Drafts for: 3
 October 16, 2024, Special Board Meeting
 October 23, 2024, Board Work Session
 November 04, 2024, Special Board meeting to Organize Superintendent Search
 - 2. Approve Board Directors' Travel to the National School board 32
 Association (NSBA) Advocacy & Equity Institute per Policy BHD—Board Member Compensation and Expense Reimbursement
 Presenter: Maya Rabasa, Board Director
 - 3. Approve Revisions to Board Policy AC – Nondiscrimination 40
 Presenter: Juan Carlos Cuadros, Assistant Superintendent for Equity, Inclusion and Belonging
- V. **Items for Information**
 - 1. Community Circles and Restorative Practices at Cal Young Middle 44
 School
 Presenters
 Brian Young, Principal
 Ginny Hoke, Language Arts (LA)/Social Studies (SS) Teacher
 Carmen Duato, LA/SS Teacher
 Ana Boyd, Educational Assistant
 Rachel Allen, LA/SS Teacher
 Alia Turner, LA/SS Teacher
 Hayley Allen, LA/SS Teacher
 Three 8th Grade Students
 One 7th Grade Student
 30 Minutes

2.	Special Education Updates	59
	Presenters: Seth Pfaefflin, Student Services Director Kat Lange, Assistant Superintendent of Student Support Services/Well-Being Angela Crum, Student Services Administrator Della Thomas, Student Services Administrator Tom Horn, Student Services Administrator Joel Lavin, Student Services Administrator Karen Apgar, Student Services Administrator Liz Johnson, Inclusion Advisor 90 Minutes	
3.	Superintendent Search Firm & Timeline, Engagement Plan for Creating a Candidate Profile	60
	Presenter: Judy Newman, Ad Hoc Superintendent Search Board Subcommittee Chair 30 Minutes	
VI.	Items for Action	
1.	Approve Revisions to Board Policy BBF – Board Member Standards of Conduct (Second Read)	63
	Presenter: Colt Gill, Interim Superintendent 5 Minutes	
2.	Approve Collective Bargaining Agreement between Eugene Education Association (EEA) Chapter 1 and Eugene School District	69
	Presenter: Brooke Wagner, Assistant Superintendent of Administrative Services 10 Minutes <i>Note: The Collective Bargaining Agreement is currently being updated and will be added by 5:00 p.m., November 18, 2024.</i>	
VII.	Items for Action at a Future Meeting	
1.	Approve Revisions to Board Policy EBBA–Student Health Services** (First Read)	144
	Presenter: Seth Pfaefflin, Director of Student Services; Joy Maxwell, Student Health Services 5 Minutes	
2.	Consider Proposed Revisions to Policy JBAA–Section 504 Students** (First Read)	153
	Presenters: Seth Pfaefflin, Student Services Director; Karen Apgar, Student Services Administrator & 504 Coordinator 10 Minutes	
VIII.	Adjourn Work Session	

INTERPRETERS FOR THE DEAF AND HARD OF HEARING:

To request interpreter services for this meeting, please call (541) 790-7850 or TDD (541) 790-7712 or the TDD Relay Number 1 (800) 735-2900



ITEM FOR ACTION–CONSENT AGENDA

Date of Meeting

November 20, 2024

Title

Approve the Board Meeting Minutes Drafts for:

- October 16, 2024, Special Board Meeting
- October 23, 2024, Board Work Session
- November 04, 2024, Special Board Meeting to Organize Superintendent Search

Background

The board minutes listed above are in draft form. Once approved, the minutes will be uploaded to BoardBook and available to the public.

**MINUTES OF THE SPECIAL BOARD MEETING
OF THE BOARD OF DIRECTORS
SCHOOL DISTRICT 4J, LANE COUNTY, OREGON**

Date: October 16, 2024

The Board of Directors (BOD) of School District No. 4J, Lane County, Oregon, held a special board meeting at 4:30 p.m. in-person at the Education Center, 200 North Monroe Street in Eugene, Oregon, via live-stream and broadcast on KRVM. Notice of the meeting was emailed to the media and posted on the 4J website on October 11, 2024.

ROLL CALL

BOARD MEMBERS PRESENT:

Jenny Jonak, Chair
Tom Di Liberto, Vice Chair
Maya Rabasa
Ericka Thessen
Judy Newman
Rick Hamilton
Morgan Munro (online)

STAFF:

Colt Gill, Interim Superintendent
Carmen Xiomara Urbina, Chief of Staff
Debbie McKim, Executive Assistant to the Interim Superintendent and Board

EMPLOYEE GROUPS:

None.

OTHER:

Hank Harris, Human Capital Enterprises
Hector Garcia, Human Capital Enterprises
Robyn Bean, Human Capital Enterprises
Kathleen Rodden-Nord, Human Capital Enterprises
Steve Chestnut, Ray and Associates
Richard Lasso, Ray and Associates
David Faltys, Ray and Associates (video recording)
Libra Ford, Ray and Associates (video recording)
Walter Cooper, McPhearson and Jacobson
Debra White, McPhearson and Jacobson

MEDIA:

KRVM

I. CALL TO ORDER, ROLL CALL

Chair Jenny Jonak called the special board meeting to order at 4:33 p.m. She said the names of the board members who were present.

II. AGENDA APPROVAL

The agenda was approved as presented.

III. CONSENT GROUP – ITEMS FOR ACTION

None.

IV. ITEMS FOR INFORMATION

1. REVIEW OF MATERIALS AND PROCESS FOR SUPERINTENDENT SEARCH FIRM INTERVIEWS

Ms. Newman outlined the process for superintendent search firm interviews. She explained that each firm will have thirty minutes to respond to interview questions. The board members will alternate asking questions to the candidates. A break will follow the interviews. After the break, the Board of Directors (BOD) will individually review candidates, allowing each board member the opportunity to provide comments. Following that, each board member will name their first choice. The hope is to reach consensus on a top choice for a superintendent search firm.

2. INTERVIEW THREE SUPERINTEDENT SEARCH FIRM FINALISTS

1. HUMAN CAPITAL ENTERPRISES

Human Capital Enterprises consultants Hank Harris, Hector Garcia, Robyn Bean, and Kathleen Rodden-Nord introduced themselves.

Members of the BOD alternated asking the following questions:

1. How do you define community engagement? How do you consider important communities to engage? What are some successful strategies you have used to get community and district input? What pitfalls have you found? How do you share the information gathered with the board? Please provide examples.

Mr. Harris responded that community engagement is about asking a critical question – “Who is 4J at this moment in history and what does it specifically need from its next leader?” – and getting the broadest and widest response of the people who inhabit Eugene School District 4J.

He said their firm would engage the people who inhabit 4J, including students, staff, families, taxpayers, and individuals who work in Eugene. The firm would be strategic to make sure they are capturing voices they do not always hear.

Mr. Garcia provided an example of how their firm has engaged traditionally underrepresented groups. He explained that because email and robocalls are not sufficient, their firm focuses on personal phone calls and invitations. He added that they hold focus groups in Spanish.

As an example of a pitfall, Mr. Harris described a time that their firm experienced a smaller outreach event turnout due to a blizzard.

Ms. Rodden-Nord responded to the question about communicating with the board. She described connecting with 20 focus groups and conducting a survey expected to generate hundreds of responses, then analyzing the input and gleaning insights. After that, the key findings are compiled into a document detailing the criteria for the next 4J superintendent and presented to the Board of Directors (BOD).

2. Tell us about how the firm's Diversity, Equity, and Inclusion (DEI) efforts impacted and improved a search led in the last three years.

Mr. Garcia responded that DEI is woven into their work. It is the core of not only their philosophy, but of their operations. Their firm has been successful ensuring that the candidate and school culture are a good fit. Their recruitment efforts focus on six areas:

1. Mitigating implicit bias
2. Ensuring inclusive recruitment material
3. Streamline the application process
4. Collaborate with district to ensure a diverse interview panel
5. Provide training and resources on implicit bias
6. Help structure the interview process

3. Provide an example of a time the firm supported a board who had a disagreement about what they were looking for in a superintendent and how it was resolved.

Mr. Harris responded that because there is so much engagement and collaboration around determining the next superintendent criteria, there is typically widespread board support for the criteria document. He could not think of a time there was disagreement about what they were looking for in a superintendent, but there were other times boards disagreed. He described a time a board struggled with moving forward on selecting a candidate. He said after a few hours of deliberating it was clear that the board needed more time. At their recommendation, the board decided to conduct site visits to the school districts of the finalists, which proved to be a gamechanger. The board ultimately reached near consensus, four to one.

4. Share one or two examples of how the firm recruited diverse and highly qualified candidates for positions.

Ms. Rodden-Nord responded that in terms of specific recruitment strategies to reach diverse candidates, the firm selects advertising on sites known to be highly visible and highly visited by diverse candidates, such as the Oregon Association of Latino Administrators (OALA). She emphasized networking directly with individuals who are powerfully engaged in the work of equity in the Pacific Northwest and nationally. In their experience, direct communication and networking is even more impactful than advertising. She provided one example of a success story.

Mr. Harris provided an example of a time when a school board asked their firm to look nationally for a diverse, talented pool of applicants. He said six of the seven applicants that the firm selected identified as BIPOC and one applicant identified as LGBTQ. The talent was so rich that of those who were not selected, one is now the superintendent of one of the 15 largest school districts in the country, and two others are superintendents of the largest districts in their state.

5. Are there any specific qualities or characteristics related to longevity that they look for in a potential candidate? What is their track record for how long superintendents they recruit stay in the district?

Ms. Bean stated that the first thing they look for is longevity in the position they have held. Secondly, they seek to know what specifically interests the candidate about 4J. They want to hear a good articulation of their “why.” Ms. Bean spoke to their robust reference call process. She added that twenty-four out of twenty-nine superintendents their firm recruited in the past six years are still in their positions.

6. Is there anything else you would like to add?

Ms. Bean responded that their firm is unique in that they pair Human Resources (HR) professionals with sitting and former superintendents, and they are impeccably professional and bring that great combination to your district.

2. RAY AND ASSOCIATES

Ray and Associates consultants Steve Chestnut and Richard Lasso introduced themselves. Managing Director David Faltys and Regional Sales Associate Libra Ford provided their comments via video.

Via recording, Mr. Faltys introduced himself and provided a brief description of his professional history. He went on to explain that he has participated in several superintendent searches in Texas, Arizona, Kansas, Michigan, and elsewhere. He added that Ray and Associates is a nearly 50-year-old firm specializing in superintendent searches and that their process is tried and true.

Via recording, Ms. Ford said she is excited for 4J to have a leader who will shape today and the future of the community. She mentioned that she resides in Damascus, Oregon,

and would serve as 4J's local representative. Ms. Ford said she would make sure that 4J finds not only someone they are looking for but feel amazing about. As a former school board member herself, she is committed to providing feedback from a board member's perspective. She said selecting a superintendent is one of the most important responsibilities that a school board has. She closed by stating that Ray and Associates can walk them through the process in a way that they would feel profoundly satisfied.

Members of the BOD alternated asking the following questions:

1. How do you define community engagement? How do you consider important communities to engage? What are some successful strategies you have used to get community and district input? What pitfalls have you found? How do you share the information gathered with the board? Please provide examples.

Dr. Chestnut introduced himself and provided a brief description of his professional history. He responded to the question by stating that community engagement is the foundation of their superintendent search process. They start with a web-based survey of board members, community members, parents, staff, and students. The results are cross tabulated and shared with the board. The survey is helpful in assisting the board in identifying the ideal candidate profile. He noted that the web-based survey can be provided in Spanish and other languages.

Mr. Lasso added that their community engagement process includes ten to fifteen stakeholder meetings with teachers, classified staff, administrators, parents, students and other key community members. He said that during the meetings, two of their consultants take notes, and the information gets summarized before being presented to the board. The information is necessary for building the ideal candidate profile.

Mr. Chestnut mentioned that during the interviews with finalists, there is an option for community members in the audience to be provided with a SurveyMonkey impression form.

2. Tell us about how the firm's Diversity, Equity, and Inclusion (DEI) efforts impacted and improved a search led in the last three years.

Mr. Lasso commented that last spring their firm conducted a superintendent search for the North Thurston Public School District. The district is located in Washington and has approximately 15,000 students. He stated that the firm integrated DEI from the outset, actively seeking candidates with diverse backgrounds with a track record of advancing equity within their current leadership. He said the most critical was exploring the board's

understanding of implicit biases and helping the board develop selection criteria that were mindful of bias. He added that the board was in turn intentional about discussing bias as they chose the semi-finalist, the finalist, and ultimately the superintendent.

Mr. Chestnut added that in all three searches their firm has conducted in Arizona, they have had highly qualified diverse candidates.

3. Provide an example of a time the firm supported a board who had a disagreement about what they were looking for in a superintendent and how it was resolved.

Mr. Lasso responded with an example about how there was disagreement amongst a board about two things: First, how many nontraditional candidates (without direct educational experience) should be included. Secondly, recruiting internal versus external candidates. In both instances the firm facilitated candid dialogue, structured discussions, and guided questions to weigh the pros and cons in a constructive way. That open discussion ultimately led to consensus.

4. Share one or two examples of how the firm recruited diverse and highly qualified candidates for positions.

Mr. Chestnut responded that in their search for a North Thurston Public School District superintendent, their firm utilized what they call “candidate care,” which he described as involving lengthy conversations and great communication.

Mr. Lasso added that the diversity of their consulting team allows them to draw from a wide range of professional networks.

5. Are there any specific qualities or characteristics related to longevity that they look for in a potential candidate? What is their track record for how long superintendents they recruit stay in the district?

Mr. Lasso responded that one of the key qualities they look for in a candidate is their career track and if they have demonstrated stability in previous roles.

Mr. Chestnut added that superintendents their firm has placed typically stay in their roles for four years or more.

6. Is there anything else you would like to add?

Mr. Lasso mentioned they are committed to offering the most competitive pricing and offer a two-year satisfaction guarantee.

3. MCPHEARSON AND JACOBSON

McPhearson and Jacobson consultants Walter Cooper and Debra White introduced themselves.

Members of the BOD alternated asking the following questions:

1. How do you define community engagement? How do you consider important communities to engage? What are some successful strategies you have used to get community and district input? What pitfalls have you found? How do you share the information gathered with the board? Please provide examples.

Ms. White responded that a good definition for community engagement is facilitating transparent communication and interaction from members of a school district through the entire superintendent search process. The purpose is to include representation of all groups of school and community stakeholders. In their experience they have been able to involve the following: principals, teachers, students, student leaders, central office staff, community members, faith group leaders, PTA members, and community leaders. She said their firm will work with the school board to ensure a carefully planned and efficient meeting schedule allowing all groups to participate at times and locations that are convenient for them. They strive for optimal participation. During the meeting, the firm's consultants will take notes and briefly explain the search process and timelines. They will facilitate the meeting and manage technology.

Mr. Cooper responded to the question about pitfalls. He said in addition to the aforementioned stakeholder meetings, they have a significant, robust online survey process. Regarding inclusiveness, he said the best way to achieve that is by using an online survey component. He mentioned that small groups can be limiting for various reasons. To give every voice an equal opportunity they recommend the online K12 Insight survey, or a survey designed using the firm's own technology.

Ms. White spoke about communicating information gathered to the board. She said they take the common trends and overarching ideas and create a written report to present to the board.

2. Tell us about how the firm's Diversity, Equity, and Inclusion (DEI) efforts impacted and improved a search led in the last three years.

Mr. Cooper responded that they pride themselves on their history of percentage of female and BIPOC candidates in their pools. Their DEI efforts begin with stakeholder

engagement long before candidate recruitment. He said they their firm has conducted 29 searches in the last three years and DEI has been a critical part of that. He emphasized crafting nonbiased criteria as that will drive the rest of the search.

3. Provide an example of a time the firm supported a board who had a disagreement about what they were looking for in a superintendent and how it was resolved.

Mr. Cooper offered an example of a superintendent search conducted in Reno, Nevada during a time when the board was experiencing a lot of turbulence. The firm worked through the process with them, ultimately reaching unanimous consensus for a superintendent candidate for their district.

4. Share one or two examples of how the firm recruited diverse and highly qualified candidates for positions.

Mr. Cooper responded that the best way to recruit diverse and highly qualified candidates is by selecting the correct criteria up front.

5. Are there any specific qualities or characteristics related to longevity that they look for in a potential candidate? What is their track record for how long superintendents they recruit stay in the district?

Ms. White responded that their firm spends a lot of time evaluating the candidate and has an excellent track record of longevity. 86% of candidates hired remain in the same position after five years. 53% of candidates hired remain in the same position after 10 years. 43% of candidates hired remain in the same position after 15 years.

6. Is there anything else you would like to add?

Mr. Cooper thanked the board. He added that their firm prides themselves on using lead consultants, national consultants, and national recruiters in combination with local personnel.

V. ITEMS FOR ACTION

1. SELECT SUPERINTENDENT SEARCH FIRM TO MOVE FORWARD WITH NEGOTIATIONS AND CONTRACTING

Ms. Newman stated that they interviewed three well-qualified applicants for the superintendent search firm. She invited board members to provide their individual feedback relating to each firm:

Human Capital Enterprises

Chair Jonak reported a favorable opinion of Human Capital Enterprises. She liked their written proposals, how proactive they were during the interview, and their emphasis on DEI; however, she expressed feeling like they had a narrow definition for what they considered diversity.

Mr. Hamilton got the impression that they were really a team, and they seemed in sync.

Vice Chair Di Liberto said the candidates made a good impression on him overall. He appreciated the time they spent responding to the question about DEI.

Ms. Rabasa reflected that DEI felt like the driving force in their proposal and they appeared to have put in a lot of time and energy into preparing for the interview. She noted that Ms. Rodden-Nord's previous superintendent work informed the district's racial harassment policy.

Ms. Thessen offered that while Human Capital Enterprises is the most expensive firm, their track number records for longevity of a superintendent are impressive. She echoed sentiments about their comprehensive focus on DEI and anti-racism.

Ms. Munro expressed an overall favorable opinion of Human Capital Enterprises. She appreciated the human network that they have and said the superintendent opportunity could be fantastic.

Ms. Newman made a point about the firm having local experience. She noted that while they are the most expensive, travel has not yet been reflected in the budget for the other consultants. She added that their responses were refreshing and less canned.

Chair Jonak invited staff to provide their feedback.

Interim Superintendent Gill noted that the firm has a strong track record in Oregon.

Ms. Urbina added that the firm has a reputation for taking good care of all of their candidates throughout the process.

Ray and Associates

Mr. Hamilton said the consultants sounded like they knew the business, but the video recording component did not give him the impression that they were unified. The interview was pretty good, but he was less impressed with their response to the DEI question compared with other candidates.

Ms. Thessen said that while she was in favor of the price match, the Ray and Associates was her least favorite choice.

Vice Chair Di Liberto said that while the firm was prepared and organized for the interview, he did not feel as comfortable with their approach compared with other

candidates. He added that they put an inordinate amount of emphasis on the survey questions.

Ms. Munro said that while Ray and Associates has a lot going for them, they would not be her first choice. She brought up their definition of a non-traditional candidate as an example of something that might not be a good fit for 4J, specifically.

Chair Jonak offered that she thought the firm interviewed well; however, their references were the least impressive.

Ms. Rabasa reported feeling that the interview with Ray and Associates was the least impressive. She did not feel like the firm answered all the questions. She noted that they addressed DEI last in their written proposal.

Ms. Newman observed that the interview with Ray and Associates felt more disconnected than the others. She noted that having a former Oregon school board member as a consultant was refreshing; however, she would feel more comfortable if the other consultants (from Texas, Arizona, and Washington) were largely from Oregon as well.

McPhearson and Jacobson

Mr. Hamilton said the firm's descriptions of their community engagement process made a positive impression on him.

Chair Jonak expressed that the interview with McPhearson and Jacobson was her least favorite. She was not impressed when Mr. Cooper mentioned that consulting is a part-time job for him.

Vice Chair Di Liberto echoed Chair Jonak's initial statement.

Ms. Rabasa reported liking that the firm emphasized the development of criteria as crucial to recruiting diverse candidates. She agreed with Chair Jonak's mention of consulting not being Mr. Cooper's full-time job.

Ms. Thessen noted a discrepancy between the numbers reported in the firm's proposal versus the numbers reported in their interview relating to their longevity track record.

Ms. Munro agreed with the statements shared previously by board members. She added that she approved of Ms. White's comment about finding candidates for whom once they are in Eugene, they are home.

Other board members agreed with Ms. Munro's observation.

Ms. Newman said the firm demonstrated flexibility; however, it was not clear to her if they had any local consultants. She approved of their attention to setting the criteria.

Interim Superintendent Gill responded that he believes there was the mention of at least one Oregon-based consultant for McPhearson and Jacobson.

MOTION: Vice Chair Di Liberto moved to select Human Capital Enterprises as the superintendent search firm and to move forward with negotiations and contracting. Mr. Hamilton seconded. **The motion passed unanimously, 7:0:0; Chair Rabasa, Vice Chair Jonak, Ms. Thessen, Ms. Newman, Ms. Rabasa, Ms. Munro, and Mr. Hamilton all voting in favor.**

There was board consensus approving the district to enter into negotiations with Human Capital Enterprises.

VI. ITEMS FOR ACTION AT A FUTURE MEETING

None.

VII. ADJORN

Chair Jonak adjourned the special board meeting at 8:09 p.m.

**MINUTES OF THE WORK SESSION
OF THE BOARD OF DIRECTORS
SCHOOL DISTRICT 4J, LANE COUNTY, OREGON**

Date: October 23, 2024

The Board of Directors (BOD) of School District No. 4J, Lane County, Oregon, held a work session at 6:00 p.m. in-person at the Education Center, 200 North Monroe Street in Eugene, Oregon, via live-stream and broadcast on KRVM. Notice of the meeting was emailed to the media and posted on the 4J website on October 18, 2024.

ROLL CALL

BOARD MEMBERS PRESENT:

Jenny Jonak, Chair

Tom Di Liberto, Vice Chair

Maya Rabasa

Ericka Thessen

Judy Newman

Rick Hamilton

Morgan Munro

STAFF:

Colt Gill, Interim Superintendent

Carmen Xiomara Urbina, Chief of Staff

Matt Brown, Director of Finance

Bob Blythe, Associate Director of Finance

Kyle Tucker, Chief Operations Officer

Ryan Spain, Director of Facilities Management

Debbie McKim, Executive Assistant to the Interim Superintendent and Board

EMPLOYEE GROUPS:

Sabrina Gordon, Eugene Education Association (EEA)

OTHER:

None.

MEDIA:

KRVM

Register Guard

I. CALL TO ORDER, ROLL CALL

Chair Jenny Jonak called the work session to order at 6:02 p.m. She said the names of the board members who were present.

II. AGENDA APPROVAL

The agenda was approved as presented.

III. COMMENTS BY EMPLOYEE GROUPS

There were none.

IV. CONSENT GROUP – ITEMS FOR ACTION

1. APPROVE REVISIONS TO BOARD POLICY BBAA – INDIVIDUAL BOARD MEMBERS’ AUTHORITIES AND RESPONSIBILITIES

2. APPROVE LANE EDUCATION SERVICE DISTRICT (ESD) SCHOOL TRANSIT DOLLAR REQUEST FOR 2024/25

3. APPROVE THE CENTER FOR APPLIED LEARNING AND COMMUNITY IMPACT FIELD TRIP TO THE EDGAR TEEN CIVIL RIGHTS JOURNEY IN ALABAMA AND GEORGIA NOVEMBER 7 THROUGH 10, 2024.

MOTION: Mr. Di Liberto moved to approve the consent group. Ms. Thessen seconded. **The motion carried unanimously, 7:0:0; Chair Jonak, Vice Chair Di Liberto, Ms. Thessen, Ms. Newman, Ms. Rabasa, Ms. Munro, and Mr. Hamilton all voting in favor.**

V. ITEMS FOR ACTION

1. LEGISLATIVE COMMITTEE: FINALIZE 4J BOARD LEGISLATIVE PRIORITIES

On behalf of the Board of Directors (BOD) Legislative Committee, Ms. Newman presented the latest draft of legislative priorities for 2025. The document incorporates all the feedback provided by the BOD at their previous meeting. She highlighted the following:

- In the “adequate and stable funding” portion, they removed the suggested percentage and instead reflected to either eliminate or increase the cap thereby allowing for more flexibility
- In the “other related issues” portion, they added an item to support early learning

MOTION: Vice Chair Di Liberto moved to approve the legislative priorities for 2025 as presented. Mr. Hamilton seconded. **The motion carried unanimously, 7:0:0; Chair Jonak, Vice Chair Di Liberto, Ms. Thessen, Ms. Newman, Ms. Rabasa, Ms. Munro, and Mr. Hamilton all voting in favor.**

VI. ITEMS FOR INFORMATION

1. BOND UPDATE

Chief of Operations Kyle Tucker and Director of Facilities Ryan Spain presented a Eugene School District 4J bond update via PowerPoint presentation. They highlighted the

following 2018 bond funding allocations. (Please note that all items have been completed unless stated otherwise.)

- New builds/renovations: \$226M
 - Willard Swing School
 - Edison Elementary School
 - Gilham Elementary School addition
 - North Eugene High School
 - Camas Ridge Elementary School
- Program moves: \$10M
 - Early College & Career Option
 - Yujin Gakuen – Kelly & Willard
 - Chinese Immersion
 - EWEB Grant Program
- Facilities maintenance: \$31M
 - Roofing Projects (9 sites)
 - DDC Control Upgrades (9 sites)
 - Paving/Sidewalk Replacements (3 sites)
 - Waste Compactor Projects (11 sites)
 - Carpet/Flooring Replacement (6 sites)
 - Turf/Track Surface Replacement (9 sites)
 - Roofing Projects (5 sites) *in-progress
 - Paving Projects (6 sites) *in-progress
 - Waste Compactor Projects (5 sites) *in-progress
 - Track Surface Replacement (3 sites) *in-progress
 - Future Facilities Maintenance Projects *in-planning
- Safety and security: \$16M
 - Elementary Vestibule Upgrades (6 sites)
 - Middle Vestibule Upgrades (4 sites)
 - High School Vestibule Upgrades (3 sites)
 - Security Fencing (4 sites)
 - Security Fencing (8 sites) *in-progress
 - Vestibule Feature Standardization (all sites) *in-progress
 - Feature Safety/Security Projects *in-planning
- Equity, access, and health: \$12M
 - Title IX - Interior and Exterior Upgrades
 - Chavez Life Skills Classroom/Added Restroom
 - Fox Hollow Restroom Renovations/Added Shower
 - Kitchen Upgrades
 - Kitchen Equipment (all sites)

- Future Nutrition Services Projects *in-progress
- Future SSD Projects *in-planning
- Career and Technical Education: \$6M
 - Sheldon CTE (Forestry)
 - Churchill CTE (Wood Shop)
 - Future Build CTE
 - Future CTE Projects
- Curriculum: \$8M
 - World Language Adoption
 - English Language Arts Adoption
 - Math Adoption
 - Science Adoption
 - Additional Adoptions *in-planning
- Transportation: \$4.8M
 - Buses and Bus-Related Equipment
 - Current Bus Purchases (9 buses) *on order
- Technology: \$6M
 - Technology Upgrades Voice Enhancement (32 sites)
 - Technology Upgrades Voice Enhancement (1 site)
 - Technology Clocks, Intercoms, Bells (6 sites)
 - Technology Clocks, Intercoms, Bells (23 sites) *under review
 - Equipment Purchases Projection (14 sites)
 - Equipment Purchases Projection (18 sites) *in-progress
 - Fiber Optic/Cabling
 - Classroom Tools, Document Cameras
 - Student Devices
- Future Bond Work
 - Roofing Projects
 - Paving/Sidewalk Replacement Projects
 - Waste Compactor Projects
 - Track Surface Projects
 - Security Fencing
 - Vestibule Feature Standardization
 - Nutrition Services Projects
 - SSD Projects
 - CTE Projects
 - ADA Improvements
 - Flooring Replacements

Mr. Tucker presented a chart (i.e. master schedule) demonstrating the scale and complexities of the department's project planning and execution process. He stressed that the volume of work conducted over the past several years would not have been possible without the continuity of their team. He cited a global pandemic and supply chain issues as challenges.

Mr. Tucker provided a financial update, stating that roughly \$237M of \$319M (or 74.5%) of the bond allocation has been utilized. There is an additional \$13M encumbered – as in, money that is already assigned to projects. He added that their department has diligently delivered on the commitments made to the community through the 2018 bond and they are dedicated to completing the remaining proposed projects.

Mr. Tucker and Mr. Spain opened the floor for questions.

Ms. Newman commented that thanks to their team the district has been fantastic stewards of the bond money.

Ms. Thessen stated that the work of their team is a commitment to excellence in action.

Ms. Rabasa acknowledged the amount of grace, patience, and responsiveness that their team has demonstrated. She asked if the Voice Enhancement technology mentioned previously are alternative and augmentative communication devices.

Mr. Tucker responded affirmatively.

Ms. Munro echoed praise. She brought attention to the volume of gender-neutral bathrooms and their continued focus on students, community, staff, and families.

Mr. Hamilton, Chair Jonak, and Interim Superintendent Gill echoed praise.

Chair Jonak asked if any of the SPED work included sensory rooms, especially in old buildings.

Mr. Spain responded that last summer they installed two sensory rooms at Edgewood Elementary School. He explained that they are reliant upon instruction and SSD to provide requests for specific expenditures. Sensory rooms have been discussed, but showers have been determined to be the greatest need.

Chair Jonak asked if their department is working to improve ventilation and air flow in district buildings.

Mr. Spain responded that post-pandemic they upgraded the air filtration system.

Mr. Tucker added that the next bond should target ventilation. He said that every building has ventilation but only about half of the buildings have air conditioning. The issue cannot be fixed presently because there are no funds for it. Air conditioning is the one pressing issue. He cited a cost of \$5M to retrofit just one building with air conditioning.

Interim Superintendent Gill mentioned climate change and wildfires as another area the district needs to keep an eye on as it relates to ventilation.

Chair Jonak asked if their department is addressing capacity issues in science labs in older high schools, specifically at Churchill High School.

Mr. Spain responded that the issue has not been factored into existing bond work; but he agreed that it should be addressed in a future bond.

Ms. Munro asked about the ideal timeframe for bond planning.

Mr. Tucker responded that three plus years plus of planning will place the district in a good position from a facility standpoint.

Ms. Munro pointed out that the district's five-year levy will likely be up at the same time; she suggested planning to stagger the bond and levy.

2. QUARTERLY FINANCIAL REPORT

Director of Finance Matt Brown and Associate Director of Finance Bob Blyth presented the fiscal year 2024 year-end financial report via PowerPoint presentation.

Mr. Brown highlighted a chart depicting general fund expenditures, including budget, year-end estimates, and year-end actuals. The general fund has four main functions: instruction, support services, enterprise, and transfers. He noted that other than instruction, the other end of year actuals were marginally lower than had been budgeted for.

Mr. Brown addressed some of the farthest outliers in the data, or the biggest gaps in the budget and actuals and provided their reasonings, such as: counselor and childcare payroll costs transferred to ESSER, being unable to fill administrative, facilities, buildings, and grounds positions, the absence of nutrition services expenditures, student transportation costs, and other miscellaneous transfers.

Mr. Brown highlighted a chart depicting general fund revenues, including estimates and actuals for property taxes, local option taxes, state school fund (SSF) and other state revenues, and other revenues. He explained that the estimates and actuals were close, other than an increase in the SSF due to additional funding coming from the legislature three days after the FY24 budget was approved. He added that interest earnings from outside investments have been a good return in the last year. With the beginning fund balance budgeted originally at \$72,486,000 and the year-end actual at \$75,533,741, Mr. Brown reported a few million dollars in savings. The district's new anticipated beginning fund balance is expected to be \$78,000,000. Mr. Brown pointed out that the increase from \$64,000,000 (estimate) to \$78,000,000 (actual) for the adopted FY25 budget should not be thought of as a \$14M windfall. The audit will not be completed until December, and

these are one-time funds. He cited a decline in beginning fund balances over the past couple of years, a trend that is expected to continue.

Regarding the FY25 and beyond forecast, Mr. Brown brought attention to new PERS (i.e. retirement) rates. The PERS board recently adopted rates for the next biennium. The rate increases reflect about 23% (tiers 1 and 2) and 25% (OPSRP) above the current rate. There is no indication that the rates will ever go down and it is a safe assumption that they will increase in time. He added that there is a PERS bond coming due in the next few years. Mr. Brown showed a chart depicting the forecasted PERS salary increases from FY23 through FY27 – increasing from \$117,850,000 in FY23 to \$140,554,831 in FY27. Reflected in the forecast is an estimated 1.1% decrease in staffing based on enrollment projections.

Mr. Brown outlined general fund forecast assumptions, including enrollment trends (1.78% decrease each year), SSF (4% increase in biennium), COLA (4% each year for all groups), staffing (1.1% reduction over next five years), and reserve policy (8%).

Mr. Brown closed the presentation with a slide depicting the general fund updated forecast. He cautioned looking past year three, as adjustments will be made to right the budget prior to years four and five. The chart detailed beginning fund balances, revenues, expenditures, and the reserve policy from FY24 through FY28. He highlighted the fact that excluding all the capital expenditures, the operational costs (including all funds) of the district is about \$1.5M per day.

3. SUPERINTENDENT EVALUATION – BOARD DISCUSSION

Chair Jonak introduced the topic of a superintendent evaluation. She engaged the Board of Directors (BOD) in a discussion about potential next steps.

Ms. Thessen asked if other districts conduct interim superintendent evaluations.

Interim Superintendent Gill responded affirmatively. He said that the evaluation tool designed by Oregon School Board Association (OSBA) and Coalition of School Administrators (COSA) is adopted by numerous districts and includes an interim evaluation component.

Ms. Munro mentioned that OSBA representative Vince Adams recommended frequent structured conversations with the superintendent in Executive Session.

Ms. Newman said she has mixed feelings about conducting an interim superintendent evaluation. She pointed out that the district's interim superintendent is already retired and the board has numerous tasks to do. On the other hand, getting practice conducting evaluations would be good. She recommended a truncated evaluation for the interim superintendent evaluation.

Ms. Rabasa offered that practicing structured conversations in Executive Session with the interim superintendent appeals to her. She discouraged holding a series of sessions.

Chair Jonak said she also approved of the truncated idea. She proposed using the OBSA/COSA evaluation tool as a starting place and scheduling an Executive Session for January 2025.

Ms. Munro articulated that an evaluation is different than a performance conversation. Performance conversations are necessary and are often brief (less than 45 minutes). She advocated conducting routine performance conversations.

Chair Jonak clarified the distinction between a formal evaluation tool and performance conversations.

There was discussion about seeking guidance (i.e. formats) for the purpose of conducting performance conversations.

Ms. Munro and Ms. Newman volunteered to prepare a superintendent evaluation tool proposal based on recent feedback. The proposal will come before the BOD for review and ultimate adoption.

4. TRIBAL CONSULTATION

Interim Superintendent Gill presented information about Tribal Consultation via PowerPoint presentation. He said the district has not been meeting its obligation as it relates to Tribal Consultation. He described the need to connect with tribal nations with the intention of fully receiving their input.

He opened by sharing an informative video featuring statements provided by the Confederated Tribes of Coos, Lower Umpqua, and Siuslaw Indians. The video can be located on the Oregon Legislature website's Legislative Commission on Indian Services page (<https://www.oregonlegislature.gov/cis>).

After the video, Interim Superintendent Gill described numerous reasons why the district engages in tribal consultation, including, but not limited to, to recognize and honor sovereignty, to ensure that tribes have a voice in decisions that impact their children, their culture, and their future, and to align with state and federal law. He noted that while the district has not been living into its obligations around tribal consultation, 4J NATIVES program administrator Josh Davies has been consulting with tribes regularly to discuss Title VI. He noted that district consultation must be more than a legal check box – it must be part of the district's commitment to equity, to listening, and to building relationships that reflect mutual respect and achieve shared goals for students. He added that the Oregon Department of Education (ODE) Tribal Consultation Toolkit was created in collaboration and consultation with each of the nine federally recognized nations.

Interim Superintendent Gill presented a slide detailing a spectrum of levels of community engagement – ignore, inform, consult, involve, collaborate, and defer. He suggested that tribal consultation is one step beyond all of them. Steps for tribal consultation include: an invitation, collaboration and consensus, early involvement, ongoing involvement, partnership, tribal involvement, ongoing conversations and analysis of data, sustained partnership and shared stewardship.

Interim Superintendent Gill referenced the consultation requirements listed under section 8538 of the ESEA, as amended by ESSA. He noted that 4J falls under the requirement to enter into tribal consultation because the amount the district receives is greater than \$40,000, and because of the number of Native students that the district serves. The requirement is that the district consults with tribes that are officially within the district boundaries.

Interim Superintendent Gill outlined the proposed next steps to institutionalize Tribal Consultation:

- Institute Protocols (already completed)
- Adopt Board Policy
- Enter into a Memorandum of Understanding (MOU)

He recommended that 4J elect a leader to work across departments to ensure that Tribal Consultation aligns with district protocols, adopted policies, and MOUs.

Interim Superintendent Gill mentioned that if a board policy is adopted, 4J would be the only district in Oregon with such a policy. He described a proactive approach to ensuring that Tribal Consultation continues in districts where it is required.

Interim Superintendent Gill opened the floor for questions.

Ms. Newman asked for more information about the frequency of and mechanism for consultations.

Interim Superintendent Gill responded that the Title VI consultation is quarterly. The rest are done annually or semi-annually depending on when the program applications are due. He responded that in true consultation the focus is on the needs of the students, and it may not all happen in the meeting with the elected members. They may assign staff to hold discussions and bring the information back to the council. One of the challenges will be the timelines of the Oregon legislation. The application planning time and window will open for 30 to 45 days. To ask two entities to come together for a decision can be challenging. He underscored the importance of ongoing conversations and stewarding the partnership. The hope is to be meet quarterly. In three of the four meetings, the focus will be on Title VI but will include input and updates on other areas.

Ms. Munro suggested looking for opportunities to partner with regional school districts in order to respect the time of the nation's leaders.

Chair Jonak voiced support for the district's proactive approach to Tribal Consultation.

Interim Superintendent Gill closed by sharing an informative video featuring statements provided by the Confederated Tribe of Siletz Indians. The video can be located on the Oregon Legislature website's Legislative Commission on Indian Services page (<https://www.oregonlegislature.gov/cis>).

VII. ITEMS FOR ACTION AT A FUTURE MEETING

1. CONSIDER FOR APPROVAL PROPOSED REVISIONS TO POLICY BBFC – REPORTING OF SUSPECTED ABUSE OF A CHILD

2. CONSIDER FOR APPROVAL PROPOSED REVISIONS TO POLICY GBNAB/JHFE – SUSPECTED ABUSE OF A CHILD REPORTING REQUIREMENTS

3. CONSIDER FOR APPROVAL PROPOSED REVISIONS TO POLICY JHFE/GBNAB – SUSPECTED ABUSE OF A CHILD REPORTING REQUIREMENTS

Interim Superintendent Gill stated that all three policies relate to recent legislation requiring school districts to change their mandatory reporting policies and protocols to align with updated language; and classifying school board members as mandatory reporters. He noted that the changes have been presented to the 4J board policy workgroup for review.

Ms. Rabasa recommended creating a board policy requiring that members conduct annual mandatory reporting training.

Interim Superintendent Gill committed to following up with more information regarding mandatory reporting training.

VIII. ADJORN

Chair Jonak adjourned the work session at 8:51 p.m.

**MINUTES OF THE SPECIAL MEETING
OF THE BOARD OF DIRECTORS
SCHOOL DISTRICT 4J, LANE COUNTY, OREGON**

Date: November 4, 2024

The Board of Directors (BOD) of School District No. 4J, Lane County, Oregon, held a special meeting at 6:00 p.m. in-person at the Education Center, 200 North Monroe Street in Eugene, Oregon, via live-stream and broadcast on KRVM. Notice of the meeting was emailed to the media and posted on the 4J website on November 1, 2024.

ROLL CALL

BOARD MEMBERS PRESENT:

Jenny Jonak, Chair

Tom Di Liberto, Vice Chair

Maya Rabasa

Ericka Thessen

Judy Newman

Rick Hamilton

Morgan Munro

STAFF:

Colt Gill, Interim Superintendent

Carmen Xiomara Urbina, Chief of Staff

Kelly McIver, Communications Director

Debbie McKim, Executive Assistant to the Interim Superintendent and Board

EMPLOYEE GROUPS:

None.

OTHER:

Hank Harris, President at Human Capital Enterprises (HCE)

Robyn Bean, Consultant at Human Capital Enterprises (HCE)

Christy Perry, Consultant at Human Capital Enterprises (HCE) (online)

MEDIA:

KRVM

I. CALL TO ORDER, ROLL CALL

Chair Jenny Jonak called the special meeting to order at 6:00 p.m. She said the names of the board members who were present.

II. AGENDA APPROVAL

The agenda was approved as presented.

III. CONSENT GROUP – ITEMS FOR ACTION

There were none.

IV. ITEMS FOR INFORMATION

1. SUPERINTENDENT SEARCH PLANNING MEETING WITH HUMAN CAPITAL ENTERPRISES

Chair Jenny Jonak introduced the topic of engaging in a Eugene School District 4J superintendent search with the search firm selected by the Board of Directors (BOD), Human Capital Enterprises (HCE). She welcomed HCE President Hank Harris, Consultant Robyn Bean, and Consultant Christy Perry.

At Ms. Bean's request, members of the BOD briefly described their background, including their relationship with 4J and how long they have served on the school board.

Ms. Bean noted that communication from the search firm will typically be distributed through the 4J Board Secretary and subcommittee Chair – BOD emails will be bcc'd. If individual board members have questions for HCE consultants, they may email them directly.

Ms. Bean discussed the timeline of activities. She referenced a handout in the meeting packet. The board and community engagement period will last through December 13, 2024. There is a written survey component which may be provided in English, Spanish, and other languages at the direction of the district. HCE anticipates engaging 20 focus groups. She added that in late-November, HCE is conducting a pre-announcement email blast to their 40,000-person list serve. They anticipate opening the application period during winter break, finalizing the superintendent criteria, and presenting a draft to the BOD the week of January 1, 2025. The BOD will then adopt the superintendent criteria at their next regular board meeting on January 15, 2025. She noted that the BOD will also be responsible for determining a salary range for the incoming superintendent.

Following the engagement period there will be an approximate five-week recruitment period, Ms. Bean explained. Thereafter, preliminary interviews will initiate the selection process. HCE will then identify eight to 12 top-tier candidates.

Mr. Harris mentioned that the BOD will have access to all the applications submitted, not just those with a top-tier rating from HCE.

In Executive Session, the BOD and HCE will review all the top-tier and board-identified candidates to determine which candidates will move forward in the interview process. They recommend selecting no more than eight candidates for the first round of interviews. Following the first round, the BOD will then deliberate and decide on finalists. They recommend selecting no more than three finalists for the second and final round of interviews. The final round of interviews typically takes two days, if three finalists are selected. Ms. Bean recommended a community stakeholder panel interview

format. The 4J superintendent selection is expected to be finalized by the end of March 2025, followed by the hiring of the new superintendent on July 1, 2025.

Ms. Bean opened the floor for questions.

Ms. Newman asked if background checks are conducted for all applicants, or just the finalists.

Ms. Bean responded that reference checks are conducted for all applicants, and background checks are conducted for finalists.

Mr. Harris spoke to the process in terms of when to enlist the superintendent search committee versus the entire BOD. They recommend that the subcommittee manage the determination of the makeup of the focus groups, salary range, calendar dates and timelines, and finalist week activities.

Chair Jonak requested, regarding the focus groups, that the subcommittee engage the BOD for final approval.

Mr. Harris responded affirmatively. He added that it would need to go before the board in a timely enough manner that it does not slow down the process.

Interim Superintendent Gill recommended that over the next 24-hours board members send ideas of communities they would like to see considered to the superintendent search committee Chair, Ms. Newman.

Vice Chair Di Liberto suggested circulating previous 4J information pertaining to focus groups.

Ms. Rabasa requested, regarding finalist week activities, that the subcommittee engage the BOD for final approval.

Ms. Bean responded affirmatively.

Ms. Munro shared her perspective that ideally the subcommittee will be a month or a couple weeks ahead. The final decision is with the BOD and logistics is handled by the subcommittee.

Ms. Bean introduced the topic of planning for focus groups. She referenced an addendum listing focus group ideas and initiated a brainstorming session.

Mr. Harris mentioned that each focus group is generally limited to six participants.

Ms. Rabasa asked how the six participants are selected.

Ms. Bean responded that selection is conducted a variety of ways – lottery, cohort selection, nomination, and/or a combination.

Ms. Perry noted that there are exceptions to the six-participant recommendation when a group is already formalized, such as in an existing advisory group.

Ms. Munro asked what the search firm is hoping to learn from the focus groups.

Ms. Bean responded that they ask three open ended questions:

1. What is going well at 4J?
2. What are the challenges 4J is facing?
3. What are the characteristics, attributes, background, and experience you want to see in the next 4J superintendent?

Ms. Thessen contributed the following community partners: Willamette Resources and Educational Network (WREN), Lane ESD, homeschool, private school, and charter school representatives, 4J Office of Student Wellbeing, 4J health center staff, and Lane County Behavioral Health.

Chair Jonak suggested the following community partners: disabled students and their parents, SPED classified staff and educators, and a private neuropsychologist. She added that they consider allowing more than six participants for the disability community focus group(s).

Ms. Munro commented that if audiences exist who historically do not fill out the survey it is imperative there is a focus group for them and a warm invitation to participate.

Ms. Perry responded that groups who generally respond less include parents who speak a second language or families that work two jobs.

Ms. Rabasa recommended including non-high school students. She suggested the following community partners: 15th Night, Connected Lane County, and the National Association for the Advancement of Colored People (NAACP).

Ms. Newman brought up forming topic-based focus groups based on things like student mental health or emotional wellbeing.

Ms. Bean recommended considering those types of groups in addition to stakeholder groups throughout the engagement process.

Mr. Hamilton asked how HCE engages the African American community.

Ms. Perry responded that they have engaged African American communities via phone calls from a principal or school representative, engaging with affinity spaces, and connecting with community-based organizations.

Following a short break, Mr. Harris brought up the topic of national versus regional search packages. Regional searches focus specifically on Oregon and Washington,

including those with experience who are no longer living in the Pacific Northwest. National searches cover a wider network and cost \$4,700 more than regional searches.

After a short discussion, there was consensus in favor of a national superintendent search.

Mr. Harris asked the BOD if all candidates, whether internal or external, get held to the same criteria and follow the exact same process.

There was consensus that what Mr. Harris stated is correct.

Ms. Bean stated that if candidates were to reach out to board members, to please refer them to the search firm consultants.

Interim Superintendent Gill asked how board members can welcome potential candidates to apply.

Ms. Bean responded that board members should let the search firm consultants know and they will initiate the outreach.

Mr. Harris noted that if lobbyists were to reach out to board members, to please refer them to the search firm consultants.

Mr. Harris introduced the topic of publicity, specifically whether to reveal the names of the finalists or not. He referenced a handout provided in the meeting packet stating their recommendation and opened the floor for questions.

Chair Jonak asked about the quality and number of candidates in a closed versus open search.

Mr. Harris responded that if a sitting superintendent is enjoying a good relationship with their community, there is a high risk for them applying for the open superintendent search at 4J, as their name will be made public. He cited experienced superintendents questioning if a search is going to be open or not.

Ms. Rabasa said that a closed search feels uncomfortable for her as a community member but as a board member she feels that it may serve as a reduction in barriers for the goal of diversifying the applicant pool. She recommended at least three focus groups.

Ms. Munro asked how they ensure that a confidential process receives the same benefits as an open process.

Ms. Perry responded that in one instance they asked stakeholders to be part of the announcement. They also recommend meet and greets with the interim superintendent.

Ms. Newman asked how input is taken regarding the confidential community panel.

Mr. Harris responded that typically a group of twelve starts a day with an orientation, followed by signing an affidavit, and an interview for each of the three finalists.

Following that, community members engage in a discussion with the search firm consultants about the individual finalists. He explained that the role of the panelist is to provide direct feedback to the board on each of the three finalists on their own assessment as correlated to the criteria. He added that there is a personal survey component as well.

Ms. Rabasa asked what measures are taken to protect the identity of internal candidates.

Mr. Harris responded that their firm and the BOD are bound by confidentiality. The individual candidates themselves are not.

Ms. Munro asked if they have previously included a panel of students.

Ms. Bean responded that they have always had two students on every panel, and it could be incorporated into a confidential search.

Interim Superintendent Gill brought up hybridizing the lotteries so that the three panelist groups match the demographics of the students 4J serves.

After a lengthy discussion, there was consensus in favor of a closed superintendent search.

Ms. Bean introduced the topic of residency expectations. She asked the BOD if they expect the new superintendent to reside within the boundaries of the district.

Ms. Munro responded that while she likes the idea of the new superintendent residing within the 4J community, the cost of living within district boundaries can be challenging.

Vice Chair Di Liberto agreed with Ms. Munro's statement.

Chair Jonak stated that she would strongly prefer them to live in Eugene, but commuting from somewhere like Pleasant Hill, Cottage Grove, or Veneta would not be a deal breaker for her.

Ms. Newman echoed Chair Jonak's statement.

Ms. Rabasa and Ms. Thessen both expressed a strong preference for an incoming superintendent residing within the 4J community.

Vice Chair Di Liberto suggested addressing the issue of residency expectations on a case-by-case basis.

Ms. Bean voiced support.

Ms. Bean closed the meeting by stating that the formal interview is somewhat yet to be determined except that it would be more widely impacted had the BOD selected an open search process. She added that the BOD will weigh in on the number and constitution of community panels.

V. ITEMS FOR ACTION

There were none.

VI. ITEMS FOR ACTION AT A FUTURE MEETING

There were none.

VII. ADJORN

Chair Jonak adjourned the special meeting at 8:56 p.m.

DRAFT



CONSENT GROUP—ITEM FOR ACTION

Date of Meeting

November 20, 2024

Title

Approve Board Directors' Travel to the National School Board Association (NSBA) Advocacy & Equity Institute per Policy BHD — Board Member Compensation and Expense Reimbursement

Presenter

Maya Rabasa, Board Director

Background:

Board Policy BHD – Board Member Compensation and Expense Reimbursement indicates that when consistent with board responsibilities and district operations, individual board members may request to attend meetings, conferences, or visitations.

The district will cover the related costs of attendance at meetings, conferences or visitations when such attendance has been approved by the Board.

Board Directors Maya Rabasa and Ericka Thessen have expressed interest in attending the National School Board Association's [\(NSBA\) Advocacy & Equity Institute](#), held Feb. 2-4, 2025, in Washington D.C.

The estimated per person cost to attend the institute is between \$2,500.00 and \$3,975.00, inclusive of travel, lodging, registration and per diem for food and incidentals. The variance is due to the unspecified lodging cost, with the rate revealed only upon completion of registration for the institute.

ADVOCACY & EQUITY INSTITUTE

FEBRUARY 2-4, 2025 | WASHINGTON, D.C.

AN **nsba** EVENT



[Register Now](#)

We are excited to announce NSBA’s inaugural Advocacy & Equity Institute, which will, for the first time, merge NSBA’s Equity Symposium and Advocacy Institute. The two convenings are now united in recognizing that advocacy work and equity work are intrinsically connected in impacting meaningful change in public education. As advocacy amplifies the voices and needs of marginalized communities, equity work ensures that policies and practices are implemented to provide fair and just opportunities for all students. This new and refined conference is dedicated to advancing educational equity and advocating for policies that foster inclusive learning environments for K-12 public schools. The Advocacy & Equity Institute will explore the latest developments in education policy and legislation, aiming to empower school board members and education leaders with the knowledge, tools, and strategies needed to address barriers to equity in education.

Keynote Speakers

Brandon Farbstein
Global Empowerment Speaker

Robert Kelty
Head of Outreach, Government Relations, and Development
International Baccalaureate,
North America

Holly Robinson Peete
Actress, Author, Activist,
and Philanthropist

[Read Bios](#)

Registration Fees

Registration	Registration Deadline	State Association Staff/Officers	NATCON, CUBE, & COSA Districts	Districts in Member State Associations	Unaffiliated School Board Member & General Public
Early	Before November 15	\$535	\$585	\$705	\$800
Standard	After November 15	\$635	\$685	\$805	\$900

**Participating Member State Association Executive Directors receive a complimentary registration. For more information, contact info@nsba.org.*

Schedule (as of 11/8/24 — subject to change)

7:30 a.m. – 5 p.m.	Registration
10:30 – 11:45 a.m.	Breakout Sessions
Noon – 2 p.m.	Opening Luncheon & Keynote Brandon Farbstein, Global Empowerment Speaker
2 – 2:30 p.m.	Coffee & Conversations
2:30 – 3:45 p.m.	Breakout Sessions
4 – 6 p.m.	Welcome Reception

7:30 a.m. – 5 p.m.	Registration
9 – 10:45 a.m.	Breakfast & Morning Plenary Keynote Robert Kelty, Head of Outreach, Government Relations, and Development, International Baccalaureate, North America
10:45 – 11 a.m.	Break
11 a.m. – 12:15 p.m.	Breakout Sessions
12:15 – 12:30 p.m.	Break
12:30 – 2:15 p.m.	Awards Luncheon
2:30 – 3:45 p.m.	Breakout Sessions
3:45– 4 p.m.	Coffee Break
4 – 5:30 p.m.	Closing General Session Holly Robinson Peete, Actress, Author, Activist, and Philanthropist

7 a.m. – 5 p.m.	NSBA Day on Capitol Hill
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Event Information

Cancellation Policy

Request for refunds of the conference registration fee (minus a \$75 service fee) can be honored only if made in writing to NSBA at info@nsba.org by Thursday, January 9, 2025. No refunds will be honored after that time.

Please feel free to email us at info@nsba.org with any questions you may have regarding your Advocacy & Equity Institute registration.

Hotel Information

Headquarter Hotel: Marriott Marquis Washington, DC
901 Massachusetts Ave NW
Washington, DC 20001

You must be registered for the conference before you can reserve housing in the NSBA hotel block. NSBA has negotiated a special rate for conference attendees. Booking information will be provided in the registration confirmation email. All reservations should be made before Thursday, Jan. 9, 2025. Room availability and conference rates cannot be guaranteed after this date.

Travel & Getting Around

Taxicabs & Ride Sharing

Taxicabs and Ride Sharing, such as Uber and Lyft offer transportation services to passengers arriving to and departing from the airport. Download the ride sharing app of your choice and book in advance to ensure availability. Approximate rates for taxicabs and ridesharing from the nearest airports can be found below.

- From [Reagan National Airport](#) to downtown, fares are approximately \$25.00.
- From [Dulles National Airport](#), fares are approximately \$65.00.
- From [Baltimore Washington International Airport](#), fares are approximately \$79.00

DC Metro System

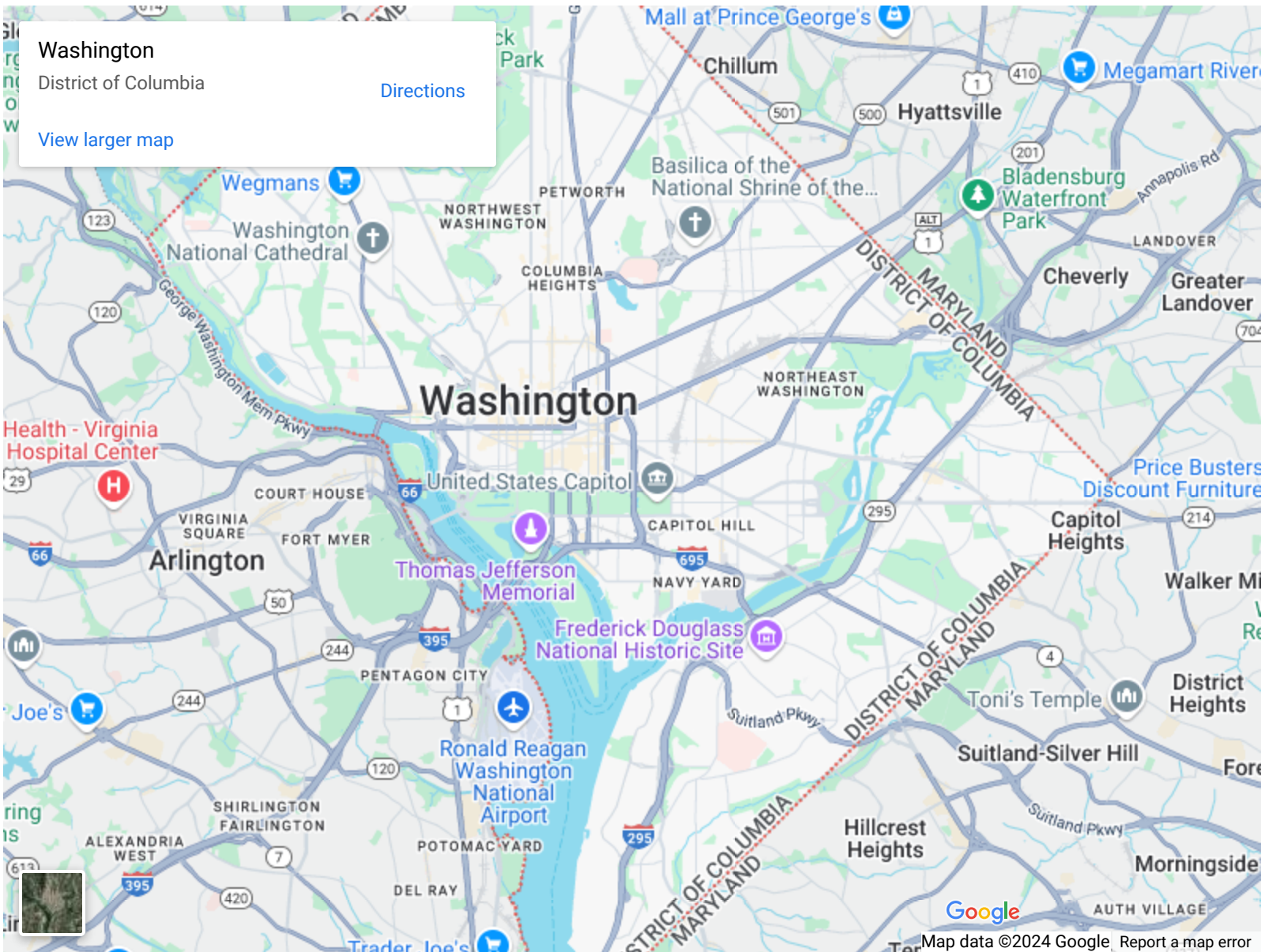
DC Metro System serves the District of Columbia and surrounding areas. The Mt Vernon Sq./7th St-Convention Center Station on the Green and Yellow Lines is the closest (0.2 miles) Metro Station to the hotel.

Hotel Parking

Valet parking is available at the Marriott Marquis DC hotel at \$65 per day.

Safety Protocols & Requirements

Proof of vaccination status or a negative test result is not required to attend NSBA events. Attendees who are not vaccinated are asked to take an at-home COVID-19 rapid antigen test before traveling to the event and should not attend if they test positive or have COVID-19 symptoms. NSBA does not require proof of these measures but encourages attendees to act responsibly and with consideration for the health and safety of others. Mask wearing is not required.



Issues Educational Equity IDEA Local School Board Governance School Vouchers	Advocacy Council of School Attorneys (COSA) CUBE Federal Legislative Priorities Legal Advocacy	Events Advocacy and Equity Institute Annual Conference COSA Fall School Law Seminar COSA Spring School Law Seminar CUBE Annual	Resources Artificial Intelligence in Education Center for Public Education Center for Safe Schools Key Work of School Boards Legal Clips National Connection Reports and Guides Savings Center	Perspectives Blog ASBJ ASBJ Brief Subscribe to ASBJ Media Guide for ASBJ	Association Mission, Vision, and Strategic Direction Become A NatCon Member Awards Corporate Sponsorships and Exhibiting Careers Bookstore
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National School Boards Association

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ITEM FOR ACTION – CONSENT AGENDA

Date of Meeting

November 20, 2024

Title

Approve revisions to Board Policy AC – Nondiscrimination

Presenter

Juan Carlos Cuadros, Assistant Superintendent for Equity, Inclusion and Belonging

Background:

The Oregon School Board Association (OSBA) has designated Policy AC – Nondiscrimination as a required policy.

The proposed revisions to Policy AC – Nondiscrimination were included in the April 2024 Policy Update provided by OSBA. OSBA recommends that School Boards review proposed changes to policy AC – Nondiscrimination, for re-adoption.

Summary:

[House Bill 2281](#) (2023), effective January 1, 2024, requires a district School Board to designate one or more Civil Rights Coordinators for the district. According to HB 2281, the Civil Rights Coordinator responsibility may be delegated an existing employee of the district or the district may contract with an ESD for the services of a Civil Rights Coordinator.

HB 2281, Section 1 (see page 2 of the bill specifically) outlines the minimum responsibilities of a civil rights coordinator. Of note is the requirement to comply with rules adopted by the State Board of Education.

Oregon Administrative Rules from the Oregon State Board of Education are anticipated later this year, which will likely prompt another update to policy.

Policy AC – Nondiscrimination has been part of the district’s policy manual since 2008 and has undergone several revisions since origination.

Code:	AC
Adopted:	04/02/08
Revised/Readopted:	05/06/15; 08/02/27; 11/06/19; 02/17/22
Orig. Code:	AC

Proposed Revisions Format:

Revised content presented in **RED Font**;

Deleted content presented in **GREEN Font**;

Continuing policy content in **BLACK Font**

Options and Alternatives:

The Board may choose to approve revisions to policy AC – Nondiscrimination as proposed and re-adopt the policy. The Board may choose to direct staff to make further revisions. The Board has the authority to approve a policy on the “First Read” should they choose to do so.

Recommendation:

The superintendent recommends the Board approve revisions to board policy AC – Nondiscrimination

Eugene School District 4J

Code: AC
Adopted: 4/02/08
Revised/Readopted: 5/06/15; 8/02/17; 11/06/19; 2/17/22; XX/XX/XX
Orig. Code: AC

Nondiscrimination

The district prohibits discrimination and harassment on any basis protected by law, including but not limited to, an individual's perceived or actual race, color, religion, sex, sexual orientation, gender identity, national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, economic status, or veterans' status; or because of the perceived or actual race, color, religion, sex, sexual orientation, gender identity, national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, economic status, or veterans' status of any other persons with whom the individual associates.

The district prohibits discrimination and harassment in, but not limited to, employment, assignment and promotion of personnel; educational opportunities and services offered students; student assignment to schools and classes; student discipline; location and use of facilities; educational offerings and materials; and accommodating the public at public meetings. The district also prohibits discriminatory use of a Native American mascot pursuant to OAR 581-021-0047.

The Board encourages staff to improve human relations within the schools, to respect all individuals and to establish channels through which patrons can communicate their concerns to the administration and the Board.

The Board directs the superintendent to designate the district's civil rights coordinator and make contact information available to staff, students and parents.^{1}

The superintendent shall appoint individuals at the district to contact on issues concerning the Americans with Disabilities Act and Americans with Disabilities Act Amendments Act (ADA), Section 504 of the Rehabilitation Act, Titles VI and VII of the Civil Rights Act, Title IX of the Education Amendments, and other civil rights or discrimination issues, and notify students, parents, and staff with their names, office addresses, and phone numbers. The district will publish complaint procedures providing for prompt and equitable resolution of complaints from students, employees and the public, and such procedures will be available at the district's administrative office and available on the home page of the district's website.

The district prohibits retaliation and discrimination against an individual who has opposed any discrimination act or practice; because that person has filed a charge, testified, assisted or participated in an investigation, proceeding or hearing; and further prohibits anyone from coercing, intimidating, threatening or interfering with an individual for exercising any rights guaranteed under state and federal law.

¹ {For additional information regarding civil rights coordinators and their responsibilities, see ORS 332.505(2).}

END OF POLICY

Legal Reference(s):

ORS 174.100	ORS 659A.003	ORS 659A.321
ORS 192.630	ORS 659A.006	ORS 659A.409
ORS 326.051(1)(e)	ORS 659A.009	OAR 581-002-0001 – 002-0005
ORS 332.505	ORS 659A.029	OAR 581-021-0045
ORS 408.230	ORS 659A.030	OAR 581-021-0046
ORS 659.805	ORS 659A.040	OAR 581-021-0047
ORS 659.815	ORS 659A.103 - 659A.145	OAR 581-022-2310
ORS 659.850 - 659.860	ORS 659A.230 - 659A.233	OAR 581-022-2370
ORS 659.865	ORS 659A.236	OAR 839-003
ORS 659A.001	ORS 659A.309	

Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107 (2018).

Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621-633 (2018); 29 C.F.R Part 1626 (2019).

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12112 (2018); 29 C.F.R. Part 1630 (2019); 28 C.F.R. Part 35 (2019).

Equal Pay Act of 1963, 29 U.S.C. § 206(d) (2018).

Rehabilitation Act of 1973, 29 U.S.C. §§ 791, 793-794 (2018); 34 C.F.R. Part 104 (2019).

Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683, 1701, 1703-1705, 1720 (2018);

Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2020).

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2018); 28 C.F.R. §§ 42.101-42.106 (2019).

Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2018); 29 C.F.R. § 1601 (2019).

Wygant v. Jackson Bd. of Educ., 476 U.S. 267 (1989).

Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. §§ 12101-12133 (2018); 29 C.F.R. Part 1630 (2019); 28 C.F.R. Part 35 (2019).

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. § 4212 (2018).

Genetic Information Nondiscrimination Act of 2008, 42 U.S.C. § 2000ff-1 (2018); 29 C.F.R. Part 1635 (2019).



ITEM FOR INFORMATION

Date of Meeting

November 20, 2024

Title

Community Circles and Restorative Practices at Cal Young MS

Presenter/s or who is submitting this item

Brian Young - Principal

Ginny Hoke - LA/SS Teacher

Carmen Duato - LA/SS Teacher

Ana Boyd - Educational Assistant

Rachel Allen - LA/SS Teacher

Alia Turner - LA/SS Teacher

Hayley Allen - LA/SS Teacher

8th Grade Student

8th Grade Student

7th Grade Student

8th Grade Student

Background

Cal Young Middle School has incorporated community circles into 6th, 7th, and 8th grade block classrooms in an effort to build stronger relationships, create learning spaces that foster safety & belonging, as well as opportunities to provide voice and ownership for students within the classroom. The program has expanded to include a revision of our middle school's behavior support referral system, as well as restorative conversations and tools for administrators in dealing with conflict and behavior issues.

30 Minutes

Community Circles & Restorative Practices

Cal Young
Middle School

Brian Young - Principal

Ginny Hoke - LA/SS Teacher

Carmen Duato - LA/SS Teacher

Ana Boyd - Educational Assistant

Rachel Allen - LA/SS Teacher

Alia Turner - LA/SS Teacher ⁴⁵

Hayley Allen - LA/SS Teacher

Eleanor - 8th Grade Student

Isabella - 8th Grade Student

Ruby - 7th Grade Student

Alexia - 8th Grade Student

A Post-Pandemic Reality

Returning to classrooms in the middle of a pandemic and beyond, has been complex. As educators, we were faced with new and/or amplified displays of acute trauma and dysregulation in classrooms. In the face of this, we started to brainstorm ways that we could provide more felt safety in classrooms.⁴⁶

One of the byproducts of the pandemic was a weakening of the empathy muscle being exercised. Making space for other voices that are not our own through Tier One Community circles has felt like a good place to start.

Phase 1: How it all started

- Literacy team members attended August 2023 training with Darren Reiley, Center for Dialogue and Resolution
- First 2-3 weeks of the year, ELA/SS teachers facilitated daily circles for building relationships with students
- Block classes held a Tier 1 Community Circle each week
- Community circle during all-staff staff meetings
- PLC meetings 1-2 times each month (sharing success, feedback, ideas, improvements, collect data) with Darren Reiley facilitating one of those meetings each month

Classroom Impact

- What does inclusion look like in community circle?
- Circles in times of crisis
- Broadening student knowledge bases about diverse perspectives
- Shifting classroom culture

Student Voices

- “I like community circles because I get to learn about a person’s inside life.”
- “One thing I appreciate about our community circles is being⁴⁹ able to take a few moments away from our work to just sit down and learn a little bit more about everyone and bring the class closer together.”
- “... Having that time to breath and calm down makes Mondays a little better.”

Student Voices

- “I appreciate community circle because I like learning about other people opinions and what they do even if I don’t know them that well.”
- “Something I like about circles is that they give us a break on Mondays, which are sometimes stressful. The circles also let us learn more about our classmates that we wouldn’t know otherwise.”
- “I like how it is a comfortable space for everyone to share their thoughts with no judgement.”

Student Voices

- “I feel like it gives all of us a chance to slow down for 30 minutes and listen to one another. Even though I sometimes find it hard to share something, I like to still listen to what others have to say.”
- “I get to know people I can’t normally talk to everyone in class. It makes me feel SAFE and comfortable. It let’s me know there’s people there for me.”
- “I like community circles because I like that we can be honest and honest with each other.”

Phase 2: Where We Are

- Working with Darren Reiley and Melissa Barbour, MTSS Systems Specialist, to develop trauma-Informed and restorative data systems
- With consensus from staff, we revamped our behavior referral process
- 4J district wide - K-12 minor reporting form now includes opening questions originally created and piloted at CYMS:

52

**Restorative Reminder: Every incident is an opportunity to intervene. We are all teachers.*

Guiding Question: Is what I am going to say/do going to **increase or decrease the student's sense of belonging?*

- **Before you document an incident, have you tried:** Teach Reflect Restore
- **Have you talked with your colleagues and/or looked at page 25-39 in the Student Support Document for classroom intervention strategies?**
- **For repeated referrals with the same student, have you referred the student to the SIT team (or IEP/504 team)?**

Phase 2: Where We Are

- Additional staff members attended an August 2024 with Darren Reiley, to continue and expand on the work started in 2023/24
- Tier 2 Support Implementation (restorative chats and guidelines)
- Weekly community circles in all block classes for all grades
- District staff and school board members have visited circles
- Train our behavior support staff and educational assistants to help students come full circle with their behavior

Restorative Conversations

In the past, the focus was on “What happened and what is the consequence?”

Cal Young Administrators are using questions from the Center For Dialogue & Resolution to balance both accountability with restoration::

54

To Support Those Who Have Harmed Others

- (1) What happened?
- (2) What were you thinking and feeling at the time?
- (3) Who has been affected by what you have done? How?
- (4) What can you do to try to make things better?

Restorative Conversations

Cal Young Administrators are using questions from the Center For Dialogue & Resolution:

To Support Those Who Have Been Harmed

55

- (1) What did you think and feel when you realized what had happened?
- (2) How did this impact you and others?
- (3) What has been the hardest thing for you?
- (4) What needs to happen to make things right?

Ongoing Goals

- Creating classroom communities where all students belong, have a voice, and feel safe
- Data Analysis Goal:
 - Reduction of out of school suspensions of all students as well as historically marginalized student groups
- Staff and Behavioral Support team building better communication and trust

Oregon Transformative Social & Emotional (TSEL) Framework

In June 2023, the State Board of Education adopted the first [Oregon Transformative Social and Emotional \(TSEL\), Framework and Standards](#) that represent K-12 social and emotional learning expectations for students. Oregon's Transformative SEL Framework is intended to enact [ORS 329.045](#) and help build capacity for strengthening equity-focused school cultures that support student and adult wellbeing. Oregon's vision for SEL provides intentional focus on the social and emotional elements of learning, teaching, and cultivating affirming school cultures through a transformative approach that teaches to the whole child, builds on their strengths, perspectives, and contributions, and guides the interactions and relationships between students and adults. SEL equips students with the skills needed for college, career, and life.

Q & A



ITEM FOR INFORMATION

Date of Meeting

11/20/2024

Title

Special Education Updates

Presenters:

Seth Pfaefflin, Student Services Director
Kat Lange, Assistant Superintendent of Student Support Services/Well Being
Angela Crum, Student Services Administrator
Della Thomas, Student Services Administrator
Tom Horn, Student Services Administrator
Joel Lavin, Student Services Administrator
Karen Apgar, Student Services Administrator
Liz Johnson, Inclusion Advisor

Background:

The 4J School Board requested updates on a variety of topics related to special education, student behavior, students with 504 plans, etc. We will be sharing data and updates related to our Inclusive Practices model, identifying things that are going well, areas of challenge, and the work being done to address those challenges. We will spend the first half of the work session presenting information, and the second half will be questions and answers with the school board. The Student Services Department has often done annual or semi-annual board work sessions to provide similar information on our work to support students with disabilities. We appreciate the opportunity to share updates and to collaborate on district systems!

90 Minutes



ITEM FOR INFORMATION

Date of Meeting

November 20, 2024

Title

Superintendent Search Firm & Timeline Update, Engagement Plan for Creating a Candidate Profile

Presenter

Judy Newman, Ad Hoc Superintendent Search Board Subcommittee Chair

Background:

Receive update on the Ad Hoc Superintendent Search Board Subcommittee's work with Human Capital Enterprises (HCE) Superintendent Search firm, timeline update, engagement plan for creating a candidate profile for a new superintendent.

30 Minutes



Focus Groups for Qualities and Characteristics for the Superintendent 2024
33 total Groups

- 4 Licensed Staff Groups
 - Elementary teachers
 - Secondary teachers
 - Special education teachers
 - Licensed specialists
- 4 Classified Staff Groups
 - Educational Assistants
 - School based employees
 - Operations employees-
 - Central office staff
- 4- MAPS Groups
 - Building level elementary
 - Building level secondary
 - District level administration – Leadership Council
 - Professionals
- 6 -Parent Groups
 - 2-Parents of elementary age students
 - 2- Parents of secondary age students
 - 1-Parents of special education students
 - 1-Spanish speaking parents
- 6 -Student Groups
 - Middle School Students
 - High School Students
 - High school students on the School Board
 - Students in Special Education
 - Middle School Affinity Group Students
 - Secondary School Affinity Group Students
- 1-Executive Leadership (Superintendent Cabinet)
- 1-Staff Affinity Group representatives
- 1-Charter School Group- Parents, teachers, admin
- 1-Alternative Education Group - Parents, teachers, admin
- 1-Equity Committee- as a group
- 4- Community Groups
 - BIPOC Groups
 - Education focused Groups
 - Behavioral Health / Health / SOC / SEL
 - General



Superintendent Search Timeline

Activity	Date(s)
2024	
Planning Meeting	November 4
1:1 Board Conversations	November 11 and 18
Focus Group meetings	November 21 - December 13
Online Survey Window	December 2 - 13
Recruitment Window Opens	December 20
2025	
Presentation of Eugene 4J's Next Superintendent Criteria <i>in public session</i>	January 8
Approval of Next Superintendent Criteria <i>in public session</i>	January 15
Recruitment Period Closes	February 10
Preliminary Interviews with Consultants	February 17-18
Presentation of Slate of Candidates <i>in executive session</i>	February 26
First Round Interviews with Board <i>in executive session</i>	March 3
Confidential Community Engagement Interview Panels	March 10
Finalist Interviews with the Board <i>in executive session</i>	March 13-15
Deliberation <i>in executive session</i>	March 15, 17
Public Announcement	Late March/Early April
Superintendent assumes responsibilities	July 1



ITEM FOR ACTION (Second Read)

Date of Meeting

November 20, 2024

Title

Approve revisions to Board Policy BBF – Board Member Standards of Conduct

Presenter

Colt Gill, Interim Superintendent

Background:

At the November 6 meeting, the Board discussed revisions to Policy BBF–Board Member Standards of Conduct and requested the following minor changes to policy language:

- **The Board requested the word “posting” be changed to “interacting” in section #14 and eliminate “or using social media”**
 - (#14) When ~~posting~~ **interacting** online ~~or using social media websites~~, Board members will treat and refer to other Board members, staff, students and the public with respect, **and avoid posting confidential information about students, staff or district business.**
 - (REVISED) When **interacting** online, Board members will treat and refer to other Board members, staff, students and the public with respect and avoid posting confidential information about students, staff or district business.
- **The Board requested an edit be made to section #7 with the addition of the word “to.”**
 - (#7) **Hold content and information** discussed in executive session confidential **and is not to be shared** ~~cannot be shared~~;
 - (REVISED) *Hold content and information discussed in executive session confidential and is not **to** be shared;*
 - Revised #7 has become #6 on the revised document “A.” The deletion of the language in line #6 (~~6. Never post confidential information about students, staff or district business on any websites.~~) was approved by the Board at their November 6 meeting.

The proposed revisions to Board Policy BBF–Board Member Standards of Conduct are included on the meeting agenda as an Item For Action (Second Read). Staff respectfully request the Board consider document “A” for approval.

- **Attached documents:**

- **Document “A”** includes revisions made by the Board at the November 6, 2024 Board Meeting.
- **Document “B”** is the version that was included in the November 6, 2024 Board Packet and has been included for reference.

Summary:

Revisions will bring the policy into compliance with Senate Bill (SB) 415 which designates members of a school district board as mandatory reporters of suspected child abuse.

Board Policy BBF – Board Member Standards of Conduct is a *Highly Recommended* policy. Policy BBF has been part of the district’s policy manual since 2017.

Code: BBF
Adopted: 8/02/17

Proposed Revisions Format:

Revised content presented in **RED Font**;
Deleted content presented in **GREEN Font**;
Continuing policy content in **BLACK Font**;

Options and Alternatives:

The Board may choose to approve revisions to policy BBFC as proposed and re-adopt the policy. The Board may choose to direct staff to make further revisions. The Board has the authority to approve a policy on the “First Read” should they choose to do so.

Recommendation

The superintendent recommends the board approve revisions to board policy BBF – Board Member Standards of Conduct.

Eugene School District 4J

Code: BBF
Adopted: 8/02/17; ~~XX/XX/XX~~
Revised/Readopted:

Board Member Standards of Conduct

A Board member should

1. Understand that the Board sets the standards for the district through Board policy. Board members do not manage the district on a day-to-day basis;
2. Respect the right of other Board members to have opinions and ideas which differ;
3. Make decisions only after the facts are presented and discussed;
4. Understand the chain of command and refer problems or complaints to the proper administrative office;
5. Insist that all Board and district business is ethical and honest;
6. Be open, fair and honest — no hidden agendas;
7. Recognize that the superintendent is the Board's employee and designated as the chief executive officer of the district;
8. Take action only after hearing the superintendent's recommendations;
9. Refrain from bringing personal or family matters into Board considerations;
10. Give district staff the respect and consideration due to skilled, professional employees;
11. Present personal criticism of district operations to the superintendent, when appropriate, not to district staff;
12. Respect the right of the public to be informed about district decisions and school operations as allowed by law;
13. Use social media, websites, or other electronic communication judiciously, and respectfully;
14. When ~~posting~~ **interacting online** ~~or using social media websites~~, Board members will treat and refer to other Board members, staff, students and the public with respect, and avoid posting confidential information about students, staff or district business.

A Board member will:

1. Comply with ethics laws for public officials;
2. Understand that the Board makes decisions by a quorum vote of the Board. Individual Board members may not commit the Board to any action;
3. Recognize that the Board must comply with the Public Meetings Law and only has authority to make decisions at properly noticed Board meetings;
4. Receive information that is confidential and cannot be shared, including confidential information about personnel and students where FERPA and other regulations may apply;
5. Respect the right of the public to attend and observe Board meetings;
6. Hold content and information discussed in executive session confidential and is not **to** be shared;
7. Understand that Oregon law (ORS 419B.005 – 419B.045) designates that all district staff and Board members are “mandatory reporters” and are required by law to report suspected child abuse” (see policies BBCF, GBNAB/JHFE, and JHFE/GBNAB).

END OF POLICY

Legal Reference(s):

[ORS 162.015 - 162.035](#)

[ORS 162.405 - 162.425](#)

[ORS 192.610 - 192.710](#)

[ORS Chapter 244](#)

[ORS 332.055](#)

[ORS 419B.005](#)

[ORS 419B.010](#)

[ORS 419B.015](#)

Eugene School District 4J

Code: BBF
Adopted: 8/02/17; XX/XX/XX
Revised/Readopted:

Board Member Standards of Conduct

A Board member **should will:**

1. Understand that the Board sets the standards for the district through Board policy. Board members do not manage the district on a day-to-day basis;
2. Respect the right of other Board members to have opinions and ideas which differ;
3. Make decisions only after the facts are presented and discussed;
4. Understand the chain of command and refer problems or complaints to the proper administrative office;
5. Insist that all Board and district business is ethical and honest;
6. Be open, fair and honest — no hidden agendas;
7. **Recognize that the superintendent is the Board's employee and designated as the chief executive officer of the district;**
8. Take action only after hearing the superintendent's recommendations;
9. **Refuse Refrain to bring from bringing** personal or family **matters problems** into Board considerations;
10. Give **district the** staff the respect and consideration due **to** skilled, professional employees;
11. Present personal criticism of district operations to the superintendent, when appropriate, not to district staff;
12. Respect the right of the public to be informed about district decisions and school operations as allowed by law;
13. Use social media, websites, **or other electronic communication** judiciously, **and respectfully; in a manner that does not violate Oregon's Public Meetings Laws;**
14. When **posting online or using** social media **websites**, **Board members will** treat and refer to other Board members, staff, students and the public with respect, **and avoid posting confidential information about students, staff or district business.**

A Board member will:

1. Comply with ethics laws for public officials;
2. Understand that the Board makes decisions **by as a quorum vote of the Board team**. Individual Board members may not commit the Board to any action;
3. Recognize that the Board must comply with the Public Meetings Law and only has authority to make decisions at **properly noticed official** Board meetings;
4. **Receive** information that is confidential and **should not** be shared, **including confidential information about personnel and students where FERPA and other regulations may apply**;
5. Respect the right of the public to attend and observe Board meetings;
6. ~~**Never post confidential information about students, staff or district business on any websites.**~~
7. **Hold content and information** discussed in executive session confidential **and is not be shared cannot be shared**;
8. **Understand that Oregon law (ORS 419B.005 – 419B.045) designates that all district staff and Board members are “mandatory reporters” and are required by law to report suspected child abuse” (see policies BBCF, GBNAB/JHFE, and JHFE/GBNAB).**

END OF POLICY

Legal Reference(s):

[ORS 162.015 - 162.035](#)
[ORS 162.405 - 162.425](#)
[ORS 192.610 - 192.710](#)

[ORS Chapter 244](#)
[ORS 332.055](#)
[ORS 419B.005](#)

[ORS 419B.010](#)
[ORS 419B.015](#)



ITEM FOR ACTION

Date of Meeting November 20, 2024

Title

Approve Agreement with Eugene Education Association

Presenter(s)

Brooke Wagner D.Ed., Assistant Superintendent for Administrative Services

Background

The Eugene Education Association, representing licensed employees, and the district are parties to a collective bargaining agreement that expired on June 30, 2024. Representatives of the parties have exchanged proposals and have reached tentative agreement on a proposed agreement.

Highlights of the agreement include:

- A cost of living salary increase of 5% each year in 2024–25, 2025–26, and 2026–27, in addition to step increases
- Health insurance increases toward each member’s health coverage to \$1,367 per month in 2024–25, \$1,413 per month in 2025–26, and \$1,478 per month in 2026–27
- Increases guaranteed planning time by 100 minutes per week from 320 minutes to 420 minutes at all grade levels
- Additional compensation for licensed staff who fill in for vacant positions at different buildings or who cover unfilled absences to meet student needs
- Extends the work year for school counselors and librarians to support their additional duties
- School nurses receive an additional 8% pay differential, allowing the district to compete for highly competitive professionals in a critical health field
- Bilingual educators may earn up to an additional 6% extra pay for supporting non-English speaking students and families

The collective bargaining agreement applies to 4J’s teachers and licensed specialists such as counselors, nurses, and librarians. The previous three-year collective bargaining agreement expired June 30, 2024.

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

Budget/resource Implications:

The cumulative cost of this agreement over a three-year period is \$18,975,600 (licensed cost only).

Recommendation:

The Superintendent recommends approval of the agreement with EEA.



COLLECTIVE BARGAINING AGREEMENT

Eugene Education Association



Eugene School District 4J

~~2021~~2024–~~2024~~2027

TA VERSION – SUBJECT TO FINAL REVIEW BY THE PARTIES

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 and VII 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 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
eoo@4j.lane.edu

The superintendent has overall responsibility for the district's compliance with equal employment and nondiscrimination laws and policies, and may be reached at 541-790-7706.

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**COLLECTIVE BARGAINING AGREEMENT
Between THE EUGENE EDUCATION ASSOCIATION
And EUGENE SCHOOL DISTRICT NO. 4J,
LANE COUNTY, OREGON 2021-2024**

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

This Agreement is entered into this 16th day of March 2022 by and between the EUGENE EDUCATION ASSOCIATION, herein called "Association," and the Board of Directors on behalf of EUGENE SCHOOL DISTRICT NO. 4J, Lane County, Oregon, herein called "Board" or "District."

The parties to this Agreement agree as follows:

ARTICLE 1 - RECOGNITION

1.1 EXCLUSIVE REPRESENTATION:

The Board hereby recognizes the Eugene Education Association as the exclusive representative, as defined in ORS 243.650 to 243.782, of all licensed personnel, except supervisory and confidential personnel, substitutes, and employees working less than one-half time.

1.1.1 The term "unit member" shall include all employees represented by the Association in the bargaining unit. The term shall include teachers, school counselors, registered nurses and nurse practitioners, librarians, mental health specialists, school psychologists, career and technical education, speech and language pathologists, occupational therapists, physical therapists, athletic trainers, reading specialists, home/hospital teachers, clinical professors, department chairpersons, and head teachers.

1.1.2 A contract unit member is a contract teacher under Oregon law.

1.1.3 The term "Board" shall include its officers and agents.

1.1.4 The term "Superintendent" shall include the Superintendent or their designee.

1.1.5 The term "substitute" shall include all members of the bargaining unit represented by the Eugene Association of Substitute Teachers.

1.1.6 The term "temporary" shall include those unit members employed to fill a position designated as temporary by the District or to fill a vacancy that occurs after the opening of the school year due to unanticipated circumstances. A temporary unit member shall acquire no reduction-in-force rights under Section 12.12 during the term of temporary employment and is not eligible for Section 9.1, Long-term Medical Leave. If a temporary unit member is subsequently hired as a unit member after completion of the temporary assignment, the unit member shall be given credit for the temporary assignment under the terms of Sections 4.3 and 4.4 (See Section 9.12).

1.2 NO OBLIGATION:

Granting of recognition is not to be construed as obligating the District to continue any function or policy in any way.

1.3 DUTY OF FAIR REPRESENTATION:

The Association agrees to fulfill its duty of fair representation and 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. The Association's liability begins at the point the Association breaches its duty of fair representation. Under this provision the Association is not liable for the District's attorney fees.

TA VERSION – SUBJECT TO FINAL REVIEW BY THE PARTIES

ARTICLE 2 - STATUS OF AGREEMENT

2.1 AGREEMENT HAS PRECEDENCE:

If any policies, rules, regulations, procedures, or practices of the District are contrary to or inconsistent with the terms of this Agreement, this Agreement shall take precedence. The rights granted to unit members in this contract shall be deemed to be in addition to those provided by federal law, by Oregon state law, or administrative regulations.

2.2 COPIES OF THE AGREEMENT:

There shall be two signed copies of this Agreement for the purpose of records. One shall be retained by the District and one by the Association. The District shall post the Agreement on the District website.

2.3 MODIFICATION:

This Agreement shall not be modified in whole or in part except by mutual consent of the parties.

2.4 STATUS QUO:

In the event this Agreement has not been renewed, modified, or extended by the date on which it would have otherwise terminated, status quo conditions shall continue in effect until either party gives the other ten (10) days written notice terminating such conditions.

2.5 MAINTENANCE OF STANDARDS:

No unit member, as a result of this Agreement, shall suffer any loss of compensation or established conditions of employment with respect to mandatory subjects of bargaining which have been enjoyed by a majority of unit members in similar job assignments.

2.6 EFFECTIVE DATE:

2.6.1 This Agreement shall take effect upon its ratification date, and shall be implemented on that date except when another date is specifically designated.

2.6.2 This Agreement shall remain in full force to and including June 30, ~~2024~~2027.

2.7 NEGOTIATING A SUCCESSOR AGREEMENT:

~~The parties agree to enter into collective bargaining over a successor agreement no later than December 1 in the calendar year prior to the expiration of the Agreement as stated in Section 2.6. This Agreement shall automatically renew for successive one-year periods unless either party provides written notifications to the other party between January 1 and the final day of February in the year the current Agreement is set to expire of its intent to renegotiate the Agreement. Any successor~~ Agreement so negotiated shall be reduced to writing and signed after ratification by the parties. The District and the Association shall provide for and make every reasonable effort to conclude negotiations, including provisions for an effective date, a reopening date, and an expiration date, at a time to coincide, as nearly as possible, with the period during which the appropriate legislative bodies may act on the operating budget of the District.

2.8 RENEGOTIATION OF INVALID TERMS:

In the event any provision of the collective bargaining agreement is declared to be invalid by any court of competent jurisdiction, by ruling of the Employment Relations Board, by statute or constitutional amendment, or by inability of the District or the unit members to perform to the terms of the Agreement, then upon request by either party, the provision(s) declared invalid and other affected provisions, of the collective bargaining agreement shall be reopened for negotiation.

2.9 SCHOOL CLOSURE:

If the District closes its schools:

2.9.1 Unit members shall not be paid for contract days during the school closure.

2.9.2 The District insurance contribution in Article 6 shall continue during a school closure.

2.9.3 All other unit member rights under the contract shall continue unless modified in writing by the parties.

2.9.4 When schools reopen, the District shall make every effort to schedule the same number of teacher contract days as previously scheduled. However, no unit member shall receive compensation for any contract day the District is unable to reschedule because of the lack of funds.

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2.10 COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND AGREEMENT:

Any individual contract between the District and any member of the Eugene Education Association bargaining unit must be consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

2.11 NO STRIKE:

The Association and all unit members agree that there will be no strikes or concerted work stoppages during the term of this Agreement over matters which are arbitrable in accordance with the parties' grievance procedure. The Association and all unit members also agree not to strike or participate in a concerted work stoppage in an attempt to modify existing terms of the contract. Finally, the Association and all unit members agree not to strike or participate in a concerted work stoppage if any provision of this Agreement is held to be invalid by any court of competent jurisdiction, by ruling of the Employment Relations Board, by statute or constitutional amendment, or by inability of the employer or unit members to perform the terms of the Agreement. Should the District be obligated to bargain over employment relations during the term of this agreement, then the District and the Association shall have the rights and obligations as set forth in ORS 243.698 and the no strike provisions of this article shall continue for a period of ninety (90) days from the time either party requests in writing to negotiate a contractual provision held to be invalid.

ARTICLE 3 - GRIEVANCE PROCEDURE

3.1 PURPOSE:

The purpose of the grievance procedure is to secure, at the lowest possible level, equitable solutions to matters which may be grieved under this procedure.

3.2 DEFINITIONS:

3.2.1 **GRIEVANCE:** A "grievance" is a claim based on an event or condition which affects the conditions or circumstances under which a unit member works, allegedly caused by inequitable or unfair application of established administration rules and regulations, written Board policies, or the interpretation, application or violation of provisions of this Agreement. Disputes involving either attempts to change the collective bargaining agreement or representation disputes arising under ORS 243.682; 243.686; or 243.692 are not grievable under this provision.

3.2.2 **AGGRIEVED PERSON:** An "aggrieved person" is the person or persons making the claim. The Association may be an "aggrieved person" in instances where an alleged contract violation affects the Association or a clearly defined class of unit members.

3.2.3 **PARTY IN INTEREST:** A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

3.2.4 **REPRESENTATIVE:** A "representative" is anyone, including an attorney, whom a party in interest selects to speak for and/or to advise them.

3.2.5 **IMMEDIATE SUPERVISOR:** An "immediate supervisor" is the employee who has direct supervisory responsibilities over the aggrieved person.

3.2.6 **DAY:** A "day" shall mean a regular work day, excluding Saturdays, Sundays, vacation days, and holidays.

3.3 PROCEDURE:

3.3.1 **TIME LIMITS:** It is important that grievances be processed as rapidly as possible. The number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement.

3.3.2 **YEAR-END GRIEVANCES:** In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as it is practicable.

3.3.3 **INFORMAL LEVEL:** Before presenting a written grievance, the aggrieved party should attempt to resolve the matter by informal conference with their immediate supervisor, principal, or other administrator who has

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jurisdiction in the matter within ~~ten-fifteen (1015)~~ days of the aggrieved person's knowledge of an act, omission or event giving rise to the grievance. The unit member shall notify the Association, and a representative of the Association shall be given the opportunity to be present at any meeting under this Section. In instances where the Association does not represent the grievant, a representative of the Association may express the views of the Association, if the Association representative believes that the adjustment proposed is inconsistent with the terms of the collective bargaining agreement.

3.3.4 LEVEL ONE - PRINCIPAL OR IMMEDIATE SUPERVISOR OR THEIR ADMINISTRATOR:

- a. If a dispute 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 or immediate supervisor or other administrator who has jurisdiction in the matter within twenty five (2025) days of the aggrieved person's knowledge of an act, omission, or event giving rise to the grievance. This twenty five (2025) days includes the ~~ten-fifteen (1015)~~ days referenced in Section 3.3.3.
- b. This statement shall be a clear, concise statement of the grievance, the provisions of the collective bargaining agreement at issue, the decision rendered, if any, at the informal conference, and the specific relief requested. It shall be signed by the aggrieved person.
- c. The principal or immediate supervisor or other administrator to whom the grievance is directed shall communicate their decision to the aggrieved party in writing within ten (10) days after receiving the grievance.

3.3.5 LEVEL TWO - SUPERINTENDENT:

- a. If the aggrieved person is not satisfied with the disposition at Level One, or if no decision is rendered within ten (10) days after the presentation of the grievance, they may appeal the grievance to the Superintendent by delivering a written notice of appeal to the Superintendent's office within five (5) days after receiving notice of the decision, or within fifteen (15) days after presentation of the grievance, if no written decision was rendered.
- b. The appeal shall include a copy of the original grievance, the decision rendered, if any, a concise statement of the reasons for the appeal and the specific relief requested.
- c. The Superintendent shall hold a hearing and make a decision within fifteen (15) days.
- d. The Superintendent shall communicate their decision in writing to the Association and the parties in interest within fifteen (15) days after receipt of the notice of appeal.

3.3.6 LEVEL THREE - ARBITRATION:

- a. The Association, which has a duty of fair representation to unit members, may submit a qualified grievance to arbitration by notifying the Superintendent within twenty (20) days of the Level Two decision.

A dispute qualifies for arbitration if it is a contract grievance. A contract grievance is one which pertains to any dispute about the interpretation or application of the collective bargaining agreement between the parties. In addition, matters covered by the "just cause" clause shall be arbitrable.

- b. Within ten (10) days after such a written notice of submission to arbitration, the Superintendent and Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties cannot reach agreement on an arbitrator or obtain such a commitment within the ten (10) day period, as they have in the past, they Association shall submit the selection of the arbitrator to AAA and be bound by the rules of that agency, may request a list of seven (7) Oregon and Washington based arbitrators from the Oregon State Conciliation Service who are members of the American Arbitration Association Labor Panel. A copy of the request shall simultaneously be filed with the District. Each party shall then alternately strike one (1) name from the list supplied until one (1) name remains, and that person shall be the arbitrator. The winner of a coin toss will elect whether to strike the first name or defer to the other party.
- c. The arbitrator so selected shall hold hearings promptly and shall issue their 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 that the final statements and briefs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth their finding of fact, reasonings, and conclusions on the issues submitted. The arbitrator shall be without power or authority 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 Board and the Association and shall be final and binding on the parties.

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- d. 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 shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring them.

3.3.7 LEVEL THREE - SCHOOL BOARD:

- a. If a grievance involves a permissive subject of bargaining not covered by the collective bargaining agreement, the aggrieved person, if not satisfied with the Superintendent's disposition of the grievance at Level Two, may appeal the grievance to the Board. Such appeal shall be made in writing within five (5) days after a decision by the Superintendent, or if no decision has been rendered by the Superintendent within ten (10) days, after the Superintendent's hearing.
- b. The appeal shall include a copy of the original grievance; the decisions rendered by the principal or immediate supervisor or other administrator and by the Superintendent; a clear, concise statement of the reasons for the appeal; and the specific relief requested.
- c. The Board shall hold a hearing on the appeal not later than its second regular meeting following the filing of the notice of appeal from the Superintendent's decision.
- d. If the Board finds that it cannot reach a proper decision on the record, it may reopen the record for the taking of additional evidence. The Board shall allow time for oral argument by the parties in interest, or their representatives.
- e. The Board shall render its decision in writing to the parties in interest not later than fifteen (15) days after the close of the hearing. The decision of the Board shall be final and binding on the parties.

3.4 MISCELLANEOUS:

- 3.4.1 RIGHTS OF UNIT MEMBERS TO REPRESENTATION: Any aggrieved person may be represented at all stages of the grievance procedure by themselves or by a representative of their choice. When a unit member is not represented by the Association, the Association shall have the right to be present at all stages of the grievance procedure.
- 3.4.2 GROUP GRIEVANCE: A group grievance may be filed when an alleged violation affects a clearly defined class of unit members. The Association may submit such grievances in writing to the Human Resources Director commencing at Level One.
- 3.4.3 SIMILAR GRIEVANCES: The District agrees that it will apply to all substantially similar situations the decisions of an arbitrator sustaining a grievance, and the Association agrees that it will not support, encourage, nor represent any unit member in any grievance which is substantially similar to a grievance denied by the decision of an arbitrator. The foregoing is qualified only in the event the arbitrator's decision is set aside by a court of competent jurisdiction or the Employment Relations Board, in which case neither party shall be bound by the foregoing provision.
- 3.4.4 WRITTEN DECISION: Decisions rendered at all levels except the Informal Level shall be in writing setting forth the decision and the reasons for it. The written decision shall be transmitted promptly to all parties in interest and to the Association.
- 3.4.5 FILE OF GRIEVANCE PAPERS: All documents, communications, and records dealing with the grievance shall be designated confidential information, and shall be filed in a separate grievance file. However, if the final grievance decision includes a finding detracting from a unit member's job performance, the conclusion that it was derogatory shall be placed in the unit member's personnel file. No person other than the parties in interest, their representatives, persons designated by the Superintendent to have responsibility for labor relations and contract management, and persons assigned to maintain the District's grievance files have access to the separate grievance file without the consent of the aggrieved person.
- 3.4.6 FORMS: Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents ~~shall may~~ be prepared jointly by the Superintendent and the Association and given appropriate distribution in order to facilitate operation of the grievance procedure. ~~Forms shall include all statements requested by the District and the Association.~~
- 3.4.7 MEETINGS AND HEARINGS: All meetings and hearings under this procedure shall not be conducted in public and shall include witnesses, parties in interest and their designated or selected representatives as well as a court

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reporter or stenographer if requested by either party in interest. During hearings, witnesses will be sequestered except during their testimony unless the parties agree otherwise.

- 3.4.8 REPRISALS: No reprisal of any kind shall be taken by the District or any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation. No reprisal of any kind shall be taken by the Association, its agents, nor a member of the Association against the Board, the District's administrators, or any participant in the grievance procedure by reason of such participation.
- 3.4.9 ALTERATION: The chronology of appeal procedures may be altered if all parties in interest agree in writing.
- 3.4.10 INVESTIGATION: The parties agree to provide each other with relevant information not exempt from disclosure by law to foster effective processing of grievances.
- a. If the District declares information to be exempt, the Association and grievant shall be notified in writing as to what information by title and/or description is exempt and why in the District's opinion that material is exempt from disclosure by law.
 - b. When the Association requests information which is available, the District shall provide a copy free of charge. If copies are not available, the District shall provide copies and charge the Association for the actual cost of reproduction. If the item requested is something the District does not normally compile, then the administration shall notify the Association as to the estimated time and cost to produce it. If the Association agrees, then the District shall produce the information and charge the Association the actual cost or the estimated cost of production, whichever is less.
- 3.4.11 ARBITRABILITY: The arbitrability or grievability of a grievance may be submitted to arbitration. The arbitrability or grievability of the claim shall be determined by the arbitrator as provided under Level Three and after completing lower steps in the grievance process. If an arbitrator rules that a grievance is not arbitrable, they shall proceed to rule whether or not the matter is grievable. Cases involving alleged discrimination covered by federal or state civil rights laws shall be grievable through the District's non-contractual complaint procedures but not arbitrable.

ARTICLE 4 - SALARIES AND RELATED COMPENSATION

4.1 PROFESSIONAL SALARY PLAN:

The professional salary plan for all unit members, except as herein provided, shall be as described below.

- 4.1.1 The ~~20212024-2225~~, ~~20222025-2326~~, and ~~20232026-2427~~ professional salary plans shall be as in Appendix A. The ~~20202024-2125~~ salary schedule shall be increased by ~~four~~ five percent (45%) effective ~~July 1, 2024~~August 27, 2024; provided, however, the cost of living increase as to any extended contract payment shall be effective on the first date of the month following ratification by all parties. The ~~20212025-2226~~ salary schedule shall be increased by ~~four~~ five percent (45%) effective July 1, ~~20222025~~. The ~~20222026-2327~~ salary schedule shall be increased by ~~four~~ five percent (45%) effective July 1, ~~20232026~~.
- 4.1.2 The amount of each horizontal and vertical step on the professional salary plan shall be three and seven-tenths percent (3.7%) greater than the immediately preceding step.
- 4.1.3 Step 16, only for columns MA+45 and MA+90, is three percent (3%) greater than the preceding step. Step 16, only for the first five columns, and Step 17 for the last two columns, is two and three quarters percent (2.75%) over the prior step.

4.2 CAREER AND TECHNICAL EDUCATION LICENSED TEACHERS:

When a career and technical education (CTE) licensed unit member is hired by the District, the following formula will be used to determine placement on the salary schedule:

- 4.2.1 A unit member with a Restricted CTE Teaching license shall be placed on the Bachelors column of the professional salary plan. A unit member with a Preliminary CTE Teaching license shall be placed on the Bachelors+23 column. One step will be granted for every two (2) years of industry related journey level or equivalent work experience.
- 4.2.2 A member hired with a Restricted CTE license who later earns a Preliminary CTE license may apply for a column change to the Bachelors +23 column by following the process in Article 4.5.1.

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4.2.3 A bargaining unit member who qualifies for salary schedule placement under Section 4.2 has the alternative to choose initial salary schedule placement under Section 4.3 if the unit member is qualified for placement under Section 4.3 except for not holding a TSPC license.

4.3 WORK RELATED EXPERIENCE:

A newly-hired unit member shall be placed on the salary schedule according to their years of verified paid work-related experience which the District determines is similar to the position of the new unit member. The District will give written notice of this provision to each newly-hired unit member.

4.3.1 The above provision applies for all unit members hired for positions listed below:

- a. Nurses - Registered Nurses and Nurse Practitioners
- b. Counselors, Librarians and Teachers – Counseling, teaching or serving as an instructional assistant or librarian in public or private school or agency or serving in the Peace Corps or Job Corps
- c. School Psychologist - as a psychologist
- d. Mental Health Therapists – as a social worker or mental health practitioner
- e. Speech and Language Specialist - as a speech clinician
- f. Occupational Therapist – as an occupational therapist clinician
- g. Physical Therapist – as a physical therapist clinician
- h. Athletic Trainer – as a board-licensed athletic trainer
- i. Unit members hired for positions that are not listed above and that do not require a TSPC license shall have their work experience assessed by the District to determine if it is relevant to the position.

4.3.2 Unit members hired for positions that require a TSPC license can have non-teaching work experience counted if the District determines the experience is relevant to the position for which the unit member is being hired. For each two years of non-teaching experience, the unit member will be given one year of experience for initial step placement. If this experience credit is denied, then the unit member may appeal the denial. The denial will be considered by a joint committee of two members each appointed by the District and Association and a fifth member jointly appointed by the District and Association. The committee's decision will be by majority vote.

4.3.3 Work-related experience must have been performed after graduation from an accredited college or university and generally after the person is eligible for licensure in a state and/or jurisdiction where employed.

Exception will be granted for work-related experience which includes but is not limited to one or more of the following conditions:

- a. Teaching in a college or university
- b. Teaching in a foreign school where no license is required

4.3.4 Eligible work-related experience shall be evaluated and prorated to determine the number of years of credit to be given based on the following criteria.

- a. Teaching time will include instruction time with students and preparation time equal to one-half hour of preparation time for every two hours of student instruction time. Teaching time does not include substitute teaching except as provided in Section 4.3.5 and the District collective bargaining agreement with the Eugene Association of Substitute Teachers.
- b. Teaching time will be credited as follows:
 1. A full school year of teaching time will be credited for each year continuously employed in a regular teaching position at .5 or greater FTE, providing the start date in the position was on or before the first District teacher work day in February.
 2. Employment for less than a full school year, or less than .5 FTE, will be converted to full-time equivalent days by multiplying the FTE by the number of days worked. One year of experience credit will be given for every 191 full-time equivalent days, up to the maximum number of years allowable.

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- 4.3.5 Any newly-hired unit member who completed at least one-half (1/2) year of substitute teaching service in the same District assignment shall be given prior experience salary schedule credit for said service, if hired into a regular bargaining unit position.

4.4 ADVANCEMENT ON SCHEDULE:

A unit member shall qualify for the step increase if they have been evaluated and have been determined to have performed satisfactory service and adhered to the policies established by the Board.

- 4.4.1 In the event a unit member has been determined not to have qualified for an increase, the unit member shall be notified in writing by March 15 of each year.
- 4.4.2 Any unit member who did not qualify for the increase may challenge the District's decision in binding arbitration.
- 4.4.3 A full school year of teaching time will be credited for each year continuously employed in a regular teaching position at .5 or greater FTE, providing the start date in the position was on or before the first District teacher work day in February in order to be credited with one year of service for purposes of advancement on the salary schedule.

4.5 ADDITIONAL PREPARATION:

- 4.5.1 **DEADLINE FOR SUBMITTING TRANSCRIPTS:** To be eligible for a column change retroactive to September 1, a member must submit official transcripts documenting completed coursework and/or certificates of completion for District workshops to Human Resources by October 15. A column change for the current teacher work year can only be documented by coursework completed on or before October 15 of the current work year. If the Human Resources Department receives all documentation on or before October 15, the unit member is eligible for a column change and payment on the new salary column.

- a. The grievance remedy for errors or omissions made by the District which results in column misplacement to the disadvantage of the unit member shall be fully retroactive.
- b. Errors and omissions made by a unit member which results in column misplacement or advancement from previous years shall be retroactive to the beginning of the work year in which the error or omission is discovered and reported to the District Human Resources Department with documentation of the unit member's eligibility.

- 4.5.2 **STEP PLACEMENT AFTER COLUMN ADVANCEMENT:** When unit members move from a lower to a higher preparation column on the salary schedule by completing additional degrees or credit, they shall be placed on the same step as a newly hired unit member with similar training and experience unless this would cause the member's step placement to be reduced. Thereafter, unit members shall progress in the new column until the maximum is reached.

- 4.5.3 The following salary columns, post-bachelor course credits and/or degrees are in effect:

- a. Bachelors Column - Requires a Bachelors Degree awarded by an accredited college or university.
- b. Bachelors +23 Quarter Hours Column - Requires a Bachelors Degree and twenty-three (23) quarter hours of undergraduate and/or graduate course work taken at an accredited college or university and earned after the awarding of the Bachelors Degree.
- c. Bachelors +45 Quarter Hours Column - Requires a Bachelors Degree and forty-five (45) quarter hours of undergraduate and/or graduate course work taken at an accredited college or university and earned after the awarding of the Bachelors Degree.
- d. Bachelors +60 Quarter Hours/Masters Degree Column - Requires either:
 1. A Bachelors Degree and sixty (60) quarter hours of undergraduate and/or graduate course work taken at an accredited college or university and earned after the awarding of the Bachelors Degree. To qualify, the course work must be relevant to the unit member's professional development as a District 4J employee.
 2. A Masters Degree awarded by an accredited college or university.
- e. Bachelors +83 or Masters +23 Column - Requires one of the following:
 1. A Bachelors Degree and eighty-three (83) quarter hours of undergraduate and/or graduate course work taken at an accredited college or university and earned after the awarding of the Bachelors Degree.

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- Undergraduate courses taken must be relevant to the unit member's professional development as a District 4J employee.
2. A Masters Degree and a combination of sixty-eight (68) quarter hours of graduate and/or undergraduate course work taken at an accredited college or university and earned after the awarding of a Bachelors Degree. Undergraduate courses taken must be relevant to the unit member's professional development as a District 4J employee.
 3. A Masters Degree and twenty-three (23) quarter hours of graduate and/or undergraduate course work taken at an accredited college or university and earned after the awarding of the Masters Degree. Undergraduate courses taken must be relevant to the unit member's professional development as a District 4J employee.
- f. Bachelors +105 or Masters +45 Column - Requires one of the following:
1. A Bachelors Degree and one hundred and five (105) quarter hours of undergraduate and/or graduate course work taken at an accredited college or university and earned after the awarding of the Bachelors Degree. Undergraduate courses taken must be relevant to the unit member's professional development as a District 4J employee.
 2. A Masters Degree and a combination of ninety (90) quarter hours of graduate and/or undergraduate course work taken at an accredited college or university and earned after the awarding of a Bachelors Degree. Undergraduate courses taken must be relevant to the unit member's professional development as a District 4J employee.
 3. A Masters Degree and forty-five (45) quarter hours of graduate and/or undergraduate level courses taken at an accredited college or university and earned after the awarding of the Masters Degree. Undergraduate courses taken must be relevant to the unit member's professional development as a District 4J employee.
- g. Masters +90 or Ph.D. Column - Requires one of the following:
1. Ninety (90) quarter hours taken at an accredited college or university subsequent to completion of the Masters degree. The last forty-five (45) quarter hours must be taken for graduate level credit and must be approved in advance by a Human Resources Administrator. These must directly relate to the unit member's professional development.
 2. Ninety (90) quarter hours taken at an accredited college or university subsequent to completion of the Masters degree. The last forty-five (45) hours may be a combination of undergraduate and/or graduate credit hours if unit members submit to the District a comprehensive plan for completion of these forty-five (45) hours. This comprehensive plan must be of high standard and directly relate to the unit member's professional development.
 3. Forty-five (45) quarter hours taken at an accredited college or university subsequent to completion of all requirements for the Bachelors+90 w/Masters or MA+45 column. These forty-five (45) quarter hours must be taken for graduate credit and must be approved in advance by a Human Resources Administrator. These must directly relate to the unit member's professional development.
 4. Forty-five (45) quarter hours taken at an accredited college or university subsequent to completion of all requirements for the Bachelors+90 w/Masters or MA+45 column. These forty-five (45) quarter hours may be a combination of undergraduate and/or graduate credit hours if unit members submit to the District a comprehensive plan for completion of these forty-five (45) hours. This comprehensive plan must be of high standard and directly relate to a unit member's professional development.
 5. A Doctorate/Ph.D. Degree earned from an accredited college or university.
- 4.5.4 Courses submitted by unit members to qualify for schedule placement or advancement for the BA+60, BA+83, and BA+105 columns must be from an accredited college or university and be relevant to the unit member's professional improvement as a District 4J employee. A challenge to the District's final decision on relevance shall be jointly determined by the District and the Association.
- 4.5.5 The District periodically offers classes and workshops that meet the University standard for obtaining credit. Unit members who take these classes and who do not wish to obtain University credit, but who do wish to apply credit from these classes or workshops for the purposes of salary schedule advancement need to obtain permission in advance from their director, and notify the instructor of the class or workshop. At the completion of the workshop,

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the instructor will provide the unit member with a certificate indicating successful completion of the course or workshop. This certificate will be used by the Human Resources Department to compute credits for salary schedule advancement. The criteria for determining the University standard for such course work is as follows:

- a. The instructor is qualified for teaching or training in the subject area in which the course is taught.
- b. The outline of the course must be in line with the title of the course and the credit hours to be granted.
- c. The course must have the appropriate course number, e.g. 07 courses are seminars with substantial theory; 08 courses are workshops that are "hands-on" and little theory.
- d. Each credit hour requires a minimum of ten (10) hours of seat time and the expectation of twenty (20) hours of out-of-class work.
 1. The District may approve EEA sponsored classes for advancement on the salary schedule when an EEA class or workshop meets all the terms and conditions for approval in Section 4.5.5.

4.6 METHOD OF PAYMENT:

Unit members' salaries shall be paid in twelve (12) monthly installments. The first installment shall be paid in August of each year and each subsequent installment shall be paid on the last business day of each month thereafter. Unit members whose employment is terminated for any reason during the work year shall be paid in full on the next regular payroll date, or within five (5) business days after that payroll date but no later than within thirty-one (31) days of termination. Unit members whose District employment terminates at the end of the work year, for any reason other than retirement, will receive their final paycheck in the 12th monthly installment, i.e., by July 31. Unit members whose District employment terminates due to retirement will receive their final paycheck at the end of the month in which District employment has terminated.

4.7 PAYROLL DEDUCTIONS:

The District shall deduct from the salaries of the unit members at the unit member's request, the following: dues of Association members, premiums for Board approved health and welfare benefits, tax sheltered annuities (TSA) which the District has approved, and contributions to the United Way.

4.7.1 UNION MEMBER DUES

- a. Any unit member may enter into an agreement with the Association to provide authorization for the district to make a deduction from the unit member's salary or wages to pay dues, fees, any other authorized deductions to the Association or its affiliated organizations or entities. Such authorization shall continue in effect until the unit member revokes the authorization in the manner provided by the terms of that agreement or ORS 243.806(6). The Association will provide the District a list identifying the employees who have provided such authorizations and the authorized deduction amounts. The list, and any update to the list, shall be provided by the 15th of each month. The District shall rely on the list provided by the Association to make the authorized deductions in the next applicable payroll period and to remit payment to EEA and OEA.
- b. For members identified by the Association to the District by October 15 as having provided authorization, the District shall deduct one-tenth (1/10) of the dues each month beginning in October of each year. Deductions for unit members identified by the Association thereafter shall be prorated so that the full amount of the dues, fees and other authorized deductions shall be completed by the July following the first deduction.
- c. Within fifteen (15) days after each pay period, the district will send to OEA in a single payment the combined NEA and OEA dues, including any voluntary Association contributions, deducted for the month. EEA dues and local PAC payments will be deducted and paid separately from OEA/NEA dues and shall be remitted to the EEA. The amount of Association dues collected shall be remitted to the Association each month at no cost to the unit member nor the Association. The District in a reasonable manner shall provide the Association the names of the persons whose dues the District has deducted.
- d. On a monthly basis, the District will provide OEA the following information from the District's human resources information system records: a list of all employees represented by the bargaining unit, employee identification number, date of hire, FTE, position title, worksite, salary column and step, and contact information as required by PECBA. The District will provide such information for new hires within ten (10) days from the date of hire.
- e. The Association assumes responsibility for, and shall defend, indemnify and hold the District, its employees, agents, and board members harmless from any and all claims, causes of action, administrative complaints, lawsuits, orders, or judgments, resulting from or related to the deduction of union dues and/or contributions

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deducted from an employee's salary and payment of such dues and/or contributions to the Association resulting from the District's reliance on the list. The Association's obligations are contingent upon the District: (1) giving the Association reasonable notice, in writing, of any claim; and (2) fully cooperating with the Association and counsel selected by the Association in the defense of the claim. In the event the District properly invokes this paragraph, the Association will provide the attorney to defend against the claim. The Association shall reimburse the District for all costs and disbursements arising out of or related to the claim. Should the District wish to select and use its own attorney, the District will pay the fees and costs of said attorney

- f. When the Association timely provides the list and the District fails to make an authorized deduction in the next applicable payroll period and remit payment, the District is liable to the Association without recourse against the employee who authorized the deduction for the full amount that the District failed to deduct and remit to the Association.

- 4.7.2 TSA: Any bargaining unit member can join or transfer to any existing TSA plan as long as the total number of participants would be five (5) or more. To add a new TSA plan requires ten (10) or more District employee participants. The District will make its best efforts to remit TSA payments within five (5) working days.

4.8 SUPPLEMENTAL RETIREMENT BENEFIT:

The District will provide two supplemental retirement plans for eligible unit members. A unit member hired and employed as a bargaining unit member prior to July 1, 1998 and continuously a bargaining unit member until the date of retirement from District employment, is eligible for Supplemental Retirement Plan A. A bargaining unit member hired and employed on or after July 1, 1998, is eligible for Supplemental Retirement Plan B. A unit member who elects supplemental retirement must provide the District with at least sixty (60) days advance notice of retirement. Notice may be revoked or waived with District consent.

- 4.8.1 RETIREMENT PLAN A: The District shall offer to Plan A eligible unit members a supplemental retirement program which will provide the unit member with a monthly stipend through the month the member turns age sixty-two (62) and an insurance contribution through the month preceding the month the member turns Medicare eligible by age.
 - a. ELIGIBILITY. A unit member is eligible to participate in the Section 4.8 supplemental retirement Plan A with:
 - 1. Ten (10) years of service in the District and fifty-eight (58) years of age or more; or
 - 2. Ten (10) years of service in the District and thirty (30) years or more participation in PERS regardless of age. Participation in PERS includes years purchased from PERS from out-of-state teaching experience and military service.
 - b. NOTIFICATION.
 - 1. By April 1st, unit members must give the District Human Resource Department a written commitment which specifies a retirement date if they intend to retire during the period from April 1st through November 15th. If unit members provide this commitment by April 1st, they shall be advanced two payments of the monthly supplemental retirement stipend in the first month following termination from the District. If unit members do not provide this commitment by April 1st and retire during the period from April 1st through November 15th, the unit members shall not be paid the monthly supplemental retirement stipend or the District insurance contribution during the first two months following retirement.

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- c. MONTHLY STIPEND. The amount and maximum number of the monthly stipends are specified in the table below. Years in PERS is the number of service years in PERS at the date of District retirement.

Age at Retirement	Years in PERS	Max. No. of Monthly Stipends	Monthly Stipend Amount	Max Stipend Amount
55 or fewer years	30	84	\$400	\$33,600
56	30	72	\$400	\$28,800
57	30	60	\$400	\$24,000
58	10 or more	48	\$450	\$21,600
59	10 or more	36	\$450	\$16,200
60	10 or more	24	\$450	\$10,800
61	10 or more	12	\$450	\$5,400

- d. EARLY OUT OPTION. A unit member between age fifty-three (53) and fifty-eight (58) with ten (10) years in the District is eligible for the Early Out Option without attaining thirty (30) years participation in PERS. The Early Out Option is available to bridge a unit member to their earliest eligibility date which is either at age fifty-eight (58) or attaining thirty (30) years in PERS before age 55. The maximum total stipend amount a unit member can receive is determined by their age at earliest eligibility under the regular supplemental retirement program. (See table above, Section 4.8.1.c.) The monthly stipend amount is the maximum amount divided by the number of monthly payments to age sixty-two (62).
- e. PAYMENT UPON DEATH. In the event of a unit member's death, the remaining balance of the monthly payments shall be paid to the estate of the unit member.
- f. RETIREE MEDICAL INSURANCE: A unit member is eligible for the District's retiree insurance plan and District contribution toward that plan until they qualified for Medicare coverage at age sixty-five (65) or due to Social Security Disability prior to age 65. Their spouse, domestic partner, and/or dependents are eligible for coverage until that date. If the retired unit member or the retired unit member's spouse or domestic partner qualifies for federal Social Security Medicare coverage prior to age 65 because of a disability then, as determined by the Joint Benefits Committee, the retired unit member or the retired unit member's spouse or domestic partner will be eligible to receive a monthly reimbursement amount, from the licensed insurance reserves, not to exceed the amount of the District's retiree monthly insurance contribution, to be used to purchase the Oregon PERS supplemental Medicare coverage plan or, if ineligible for PERS coverage, to purchase another supplemental Medicare coverage plan.
1. For unit members who retire in ~~2021-2024-2225~~, ~~2022-23~~, or ~~2023-2025-24-26, or 2026-27~~ the District's total contribution for unit member and spouse retiree medical insurance program shall be determined by multiplying 0.56 (fifty-six hundredths) times the amount of the District's contribution for insurance listed in Section 6.1. The District's contribution amount shall be per retired unit member per month effective October ~~2022-2024~~, October ~~2023-2025~~, and October ~~2024-2026~~.
 2. In the event unit member and spouse retiree medical insurance costs exceed the District's total monthly contribution, the excess costs will be paid by the retired unit member.
 3. In the event of the unit member's death prior to both the Social Security full retirement age and coverage under Medicare, the District, if the spouse of the unit member is at the time of the unit member's death not covered by Medicare, shall pay monthly contributions incident to covering such spouse under the District's medical insurance program until such time as the unit member would have reached Medicare eligibility at age 65. If the deceased unit member's spouse or domestic partner qualifies for federal Medicare coverage prior to age 65 because of a disability, then, as determined by the Joint Benefits Committee, the retired unit member's spouse or domestic partner will be eligible to receive a monthly reimbursement amount, from the licensed insurance reserves, not to exceed the amount of the District's retiree monthly insurance contribution to be used to purchase the Oregon PERS supplemental Medicare coverage plan or, if ineligible for PERS coverage, to purchase another supplemental Medicare coverage plan.
 4. If the retired unit member's spouse/domestic partner is not yet eligible for Medicare when the retired unit member becomes or would have become Medicare eligible at age sixty-five (65), and is no longer

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eligible for the District’s insurance plan(s), the District will offer the spouse/domestic partner the option of continuing on the District’s plan until they are Medicare eligible. No District contribution will be made toward that continued coverage. In the event that the District is not a member of an insurance trust and the above retiree’s spouse/domestic partner’s participation can negatively impact claims experience, this section can be re-negotiated upon request of the District or Association.

- 5. The insurance carrier for the District’s retiree medical insurance program will be determined as provided in Article 6.

- g. The number of months of District retiree insurance contribution is 120 or fewer depending on the unit member’s earliest date of eligibility for the early retirement benefits under Section 4.8. For example, if a unit member is eligible for the early retirement benefit at an age younger than 55 years with 30 or more years of service in PERS, the unit member would be eligible for 120 months of the District insurance or until Medicare eligibility age 65, whichever is earliest. If this unit member was age 53 at retirement, then the unit member could divide the total value of 120 x dollars of the District monthly insurance contribution by 144 to get the monthly amount of the District insurance contribution from retirement at age 53 to age 65. The monthly amount will be determined based on the percentages listed below.

Eligible to retire at age 55 with 30 years in PERS

Age at Retirement					% Dist Cont
Years	Months		Years	Months	
51	0				71%
51	1	to	51	6	74%
51	7	to	52	0	77%
52	1	to	52	6	80%
52	7	to	53	0	83%
53	1	to	53	6	87%
53	7	to	54	0	91%
54	1	to	54	6	96%
54	7		(or over)		100%

Eligible to retire at age 58 with less than 30 years in PERS

Age at Retirement					% Dist Cont
Years	Months		Years	Months	
53	0				58%
53	1	to	53	6	61%
53	7	to	54	0	64%
54	1	to	54	6	67%
54	7	to	55	0	70%
55	1	to	55	6	74%
55	7	to	56	0	78%
56	1	to	56	6	82%
56	7	to	57	0	88%
57	1	to	57	6	93%
57	7		(or over)		100%

4.8.2 RETIREMENT PLAN B:

- a. Unit members hired on or after July 1, 1998 are eligible for the Plan B Supplemental Retirement benefits. The District will begin paying the Plan B benefit under the terms of this Section after January 1, 1999 as part of an eligible unit member’s monthly salary payment. The District will make the monthly TSA payment to a TSA

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company selected from the District list of TSA companies 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.

- b. The District monthly TSA contribution will be ~~\$50~~55 for the first two years of a unit member’s eligibility for the Plan B TSA contribution. The District monthly TSA contribution will increase as follows for future years of eligibility:
 - 1. Third year of eligibility - ~~\$75~~80
 - 2. Sixth year of eligibility - ~~\$100~~105
 - 3. Tenth year of eligibility - ~~\$150~~155
 - 4. Thirteenth year of eligibility - ~~\$175~~180
- c. A unit member who PERS or OPSRP retires from the District and who received the Plan B TSA contribution will have the opportunity to participate in the District’s retiree medical insurance program on a self-pay basis until they qualify for Medicare or due to Social Security Disability. The retired unit member’s spouse / domestic partner may participate in the District’s retiree medical insurance program on a self-pay basis subject to the eligibility terms in section 4.8.1.f.4 above.
- d. The following provisions apply when a TSA provider leaves the market such that an employee enrolled with that provider has an interruption in District TSA contributions:
- e. If contributions are interrupted between August 1 and November 15 of any given year, the employee may enroll with a new provider by November 15 of that year and submit the required form to the District, and the District will make retroactive contributions for the month(s) during which contributions were interrupted. If contributions are interrupted between November 16 and July 31, the employee may select a new provider and submit the required form to the District, and the District will make prospective contributions

4.9 TRAVEL ALLOWANCE:

Unit members required in the course of their daily work to drive personal automobiles exclusive of the normal daily commute shall receive reimbursement at the prevailing I.R.S. mileage rate. The allowance given for authorized use of personal cars for field trips or other business of the District shall be at the same rate.

ARTICLE 5 - EXTRA DUTY COMPENSATION

5.1 ACTIVITY SCHEDULE:

Unit members performing extra duty service to cover responsibilities over and above those usually assigned during the school year shall receive additional compensation in the following amounts. Amounts listed as stipends will increase by the same percentage as any annual increase listed in Article 4.1. Amounts listed as percentages. ~~The following percentages~~ shall apply to the unit member's actual column of the salary schedule (the unit member's step placement on their column is based on their specific extra duty experience credit as defined in Section 5.5, up to step 14 for the first five columns of the salary schedule and step 15 for the last two columns):

5.1.1 ~~Senior High Coaches: Men Athletics~~

High School (Subject to 2024-2027 Licensed Salary Increase):

<u>Tier</u>	<u>step</u>					
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
<u>1</u>	<u>\$8,451</u>	<u>\$8,896</u>	<u>\$9,364</u>	<u>\$9,857</u>	<u>\$10,376</u>	<u>\$10,922</u>

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2	\$5,917	\$6,228	\$6,556	\$6,901	\$7,264	\$7,646
3	\$4,139	\$4,357	\$4,586	\$4,830	\$5,084	\$5,352
4	\$2,861	\$3,012	\$3,171	\$3,338	\$3,560	\$3,747

	<u>Tier 1</u>
<u>Baseball - Head</u>	
<u>Basketball - Head</u>	
<u>Competitive Dance - Head</u>	
<u>Football - Head</u>	
<u>Soccer - Head</u>	
<u>Softball - Head</u>	
<u>Track - Head</u>	
<u>Volleyball - Head Coach</u>	
<u>Wrestling - Head</u>	
	<u>Tier 2</u>
<u>Baseball - JV Head</u>	
<u>Basketball -JV Head</u>	
<u>Competitive Cheer -Head</u>	
<u>Cross Country - Head</u>	
<u>Football - JV-Head</u>	
<u>Football - Varsity Assist.</u>	
<u>Soccer- JV Head</u>	
<u>Softball - JV Head</u>	
<u>Swimming - Head</u>	
<u>Track – Assist. 1</u>	
<u>Track -Assist. 2</u>	
<u>Volleyball -JV Head</u>	
	<u>Tier 3</u>
<u>Baseball – Assist.</u>	
<u>Basketball- Assist.</u>	
<u>Competitive Dance – Assist.</u>	
<u>Football -Assist. 2</u>	
<u>Football -Assist. 3</u>	

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<u>Football -Assist. 4</u>	
<u>Football -Assist. 5</u>	
<u>Golf - Head</u>	
<u>Soccer – Assist.</u>	
<u>Softball – Assist.</u>	
<u>Speech</u>	
<u>Tennis - Head</u>	
<u>Volleyball – Assist. Coach</u>	
<u>Wrestling – Assist.</u>	
	Tier 4
<u>Competitive Cheer -Assist.</u>	
<u>Cross Country – Assist.</u>	
<u>Cross Country – Assist. 2 *</u>	
<u>Swimming – Assist. 1</u>	
<u>Swimming – Assist. 2*</u>	
<u>Tennis – Assist.</u>	
<u>Track – Assist. 3</u>	
<u>Track – Assist. 4</u>	
<u>Track – Assist. 5*</u>	
<u>Track – Assist. 6*</u>	

JV Head Coach

In order to receive funding for a JV head coach the program must have a JV OSSA competitive team.

Competitive Cheer/Dance

OSAA – 2 seasons/ Fall and Winter. Receive a stipend for each season of participation

<u>Team</u>	<u>Registered athletes required to add assistant coach</u>
<u>Comp Cheer</u>	<u>15</u>
<u>Comp Dance</u>	<u>20</u>
<u>Swim Assist. 2</u>	<u>40</u>
<u>Track Assist. 5</u>	<u>85</u>
<u>Track Assist. 6</u>	<u>130</u>

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<u>Wrestling Assist.</u>	<u>10</u>
<u>Cross Country – Assist. 2 *</u>	<u>50</u>
<u>Tennis- Assist.</u>	<u>20</u>

Middle School (Subject to 2024-2027 Licensed Salary Increase):

<u>Tier</u>	<u>Step</u>					
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
<u>1</u>	<u>\$2,861</u>	<u>\$3,012</u>	<u>\$3,171</u>	<u>\$3,338</u>	<u>\$3,560</u>	<u>\$3,747</u>
<u>2</u>	<u>\$2,030</u>	<u>\$2,137</u>	<u>\$2,249</u>	<u>\$2,367</u>	<u>\$2,492</u>	<u>\$2,623</u>
<u>3</u>	<u>\$1,421</u>	<u>\$1,495</u>	<u>\$1,574</u>	<u>\$1,657</u>	<u>\$1,744</u>	<u>\$1,836</u>

<u>Tier 1</u>
<u>Track Head</u>
<u>Tier 2</u>
<u>Track Assist. 1</u>
<u>Track Assist. 2</u>
<u>Track Assist. 3</u>
<u>Track Assist. 4</u>
<u>Cross Country Head</u>
<u>Tier 3</u>
<u>Cross Country Assist.*</u>

Additional Middle School Positions:

<u>Track Coordinator</u>	<u>1000</u>
<u>Cross Country Coordinator</u>	<u>1000</u>

A 1st Assistant Track Coach will be hired if the number of students participating in MS track exceeds 35; a 2nd Assistant Track Coach will be hired if the number of participants exceeds 50; A 3rd Assistant Track Coach will be hired if the number of students participating in track exceeds 60; a 4th Assistant Track Coach will be hired if the number of students participating in track exceeds 85; a 5th Assistant Track Coach will be hired if the number of participants exceeds 105. A 6th Assistant Track Coach will be hired if the number of students participating exceeds 150.

<u>Head Football.....</u>	<u>15%</u>
<u>1st Assistant Football.....</u>	<u>10%</u>
<u>2nd Assistant Football.....</u>	<u>10%</u>
<u>3rd Assistant Football.....</u>	<u>7%</u>
<u>4th Assistant Football.....</u>	<u>7%</u>
<u>5th Assistant Football.....</u>	<u>7%</u>

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6th Assistant Football	7%
Head Basketball	15%
1st Assistant Basketball	10%
2nd Assistant Basketball	7%
3rd Assistant Basketball	7% *
Head Baseball	10%
1st Assistant Baseball	7%
2nd Assistant Baseball	6%
Head Wrestling	10%
1st Assistant Wrestling	7%
2nd Assistant Wrestling	6% *
Head Soccer	10%
1st Assistant Soccer	7%
2nd Assistant Soccer	5% *
Tennis	6%

5.1.2 Senior High Coaches: Women

Head Basketball	15%
1st Assistant Basketball	10%
2nd Assistant Basketball	7%
3rd Assistant Basketball	7% *
Head Volleyball	10%
1st Assistant Volleyball	7%
2nd Assistant Volleyball	5%
Head Soccer	10%
1st Assistant Soccer	7%
2nd Assistant Soccer	5% *
Head Softball	10%
1st Assistant Softball	7%
2nd Assistant Softball	6% *
Tennis	6%

5.1.3 Senior High Coaches: Coed

Head Track	12%
1st Assistant Track	9%
2nd Assistant Track	9%
3rd Assistant Track	7%
4th Assistant Track	7%
5th Assistant Track	7% **
Head Gymnastics	11% *
Head Swimming	11%
Assistant Swimming	7%
Head Cross Country	7%
Assistant Cross Country	5%
Head Golf	6% *
Assistant Golf	4% *

Each high school will have a \$5,500 budget per year to use for open facilities.

**A fifth (5th) Assistant Track Coach may be hired, at an increment of seven percent (7%), if the number of students participating in track exceeds eighty five (85).

5.1.4 Middle School Coaches: Coed

Head Track	7%
1st Assistant Track	5% **
2 nd Assistant Track	5% **
3 rd Assistant Track	5% **
Middle School Track Coordinator	2%

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~~Middle School Wrestling\$1,250 per region~~

5.1.55.1.2 Music

- Elementary Instrumental 1%
- Full-time Elementary Instructor 2%
- Middle School Orchestra 3%
- Senior High Orchestra 4%
- Middle School Band 4%
- Middle School Choir 4%
- Senior High Choir 8%
- Senior High Band 10%

5.1.65.1.3 Other Extra Duty

- ~~Senior High Athletic Director 22%~~
- ~~Senior High Speech 12% *~~
- Senior High Newspaper/News Media 10%
- Senior High Yearbook 10%
- ~~Senior High Rally 8%~~
- ~~Senior High Competitive Rally 10%~~
- ~~Senior High Dance Team Adv 6%~~
- ~~Senior High Competitive Dance 10%~~
- Senior High Drama & Stagecraft:
 - each play 6%
 - for up to 2 plays per year
- Senior High Musical 6%
 - for one musical play to be divided among drama/stagecraft, orchestra, & vocal
- Middle School Drama per play 2%
 - for up to four plays each year
- Middle School Journalism 4%

~~* The funding for these positions was reduced or eliminated. If restored, the position will continue at these percentages.~~

~~** A 1st Assistant Track Coach may be hired if the number of students participating in track exceeds 35; a 2nd Assistant Track Coach may be hired if the number of participants exceeds 70; a 3rd Assistant Track Coach may be hired if the number of participants exceeds 105.~~

5.1.4 Grandpersoned High School Athletics Positions. The grandpersoned salary schedule is frozen at 2020-21 levels. Members who held a coaching position prior to July 1, 2023 will be permitted to remain on the 2020-21 schedule until such time as a break in service, the applicable stipend on the schedule effective July 1, 2023 exceeds their placement on the 2020-21 schedule, or June 30, 2036, whichever is earlier. A break in service includes non-lateral transfers to District coaching position but does not include coaches who transfer laterally (i.e. Baseball Head Coach at Building A accepts Baseball Head Coach position at Building B).

5.1.75.1.5 Fall Reporting Time

If the District requires ~~athletic trainers, marching band directors, and fall sports coaches~~the following positions to report eight (8) or more calendar days before unit members' first regular duty day of the school year as established by the school calendar adopted by the Board, these unit members will receive an additional increment of two percent (2%): (1) marching band directors; (2) athletic trainers; or (3) fall sports coaches who were hired prior to July 1, 2023, and who are placed on the grandpersoned salary schedule. The District historically starts the high school fall sports season on a date consistent with the OSAA guidelines.

~~5.1.8 A building administrator or designee and unit member may mutually agree in writing that a Section 5.1 increment which a qualified unit member is eligible to receive, be split among one or more recipients, excluding head coach positions.~~

5.1.95.1.6 EXTENDED SEASON PAY: Coaches in OSAA sanctioned activities competitions or District-identified middle school activities whose teams proceed to postseason tournaments or games shall be compensated for each day on which they are required to perform services. This per diem compensation shall be calculated by dividing the Section 5.1 stipend by fifty-five (55):

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~~Provisions of this paragraph shall apply to band and cheerleader/rally team leaders who are required by the District to attend tournaments/playoffs.~~

~~Athletic Directors who are required by the District to attend tournaments or games shall receive extended season pay at sixty five percent (65%) of the above rate for each day the Athletic Director attends one or more tournaments or games.~~

5.1.105.1.7 EXTENDED TRAVEL

Unit members in a Section 5.1 extra duty coach position who are required to travel one way in excess of 120 miles to a conference game, will be paid a travel stipend of \$50 per trip.

5.2 CONTRACTING OUT EXTRA DUTY ASSIGNMENTS

5.2.1 ~~Unit members~~District employees may notify the Human Resources Office in writing of their interest in particular extra duty positions. If a vacancy occurs in an extra duty position in which one or more ~~unit members~~District employees have previously submitted written notice of interest, the District will interview such ~~unit members~~District employees prior to interviewing applicants who are not ~~unit members~~District employees. If no qualified and currently employed ~~member~~District employee of the bargaining unit agrees to perform the service, then the District may contract with other persons to perform the service. The District will give ~~members~~District employees notice by email of the process for applying for vacant extra duty positions. The notice shall be sent on or before September 1 and May 1 each work year.

5.3 ATHLETIC TRAINERS:

5.3.1 Notwithstanding Sections 5.5 and 5.7.2 and Article 10 of this Agreement, athletic trainers shall begin their contracted work year five work days prior to the first fall OSAA season and will end their work year an equal number of days early. ~~continue to work the work week and work year established by past practice as described in the August 10, 1998 memo.~~

5.3.2 Athletic trainers will be covered by the terms of Section 5.1.9 for fall sports reporting time.

5.3.3 Athletic Trainers assigned to support an extended season tournament or playoff, as described in Section 5.5.8, and the support work occurs outside the Trainer's scheduled work day will be paid \$120 for football games and \$60 for other events per day. If this support work occurs on Saturday, then the Trainer will be paid \$200.

5.4 ~~CONTRACTING OUT SUPERVISORY~~EVENT SUPPORT WORK:

5.4.1 ~~The District agrees to first hire up to four available unit members for high school athletic game supervision positions. The District retains the right to determine the total number of positions at each game and may hire non-bargaining unit members for additional positions.~~ Members hired for in game supervision, ticket personnel, door monitors, and crowd control positions shall be paid the hourly rate established in Section 5.7.

5.4.2 Bargaining unit members will be notified of vacancies through the District's customary notification procedure. ~~If there are insufficient applicants either from the same high school or the same region to fill the positions reserved to the bargaining unit, the District may hire other persons for those positions unless bargaining unit applicants become available.~~

5.4.3 The bargaining unit member shall continue in the position for the duration of the season, except the individual's right to a position may be terminated for any good faith sufficient reason.

5.5 ADDITIONAL RESPONSIBILITIES:

Unit members who are assigned and who performing services over and above those usually assigned during the school year as defined in this Section, shall receive additional compensation as follows.

5.5.1 The following percentages shall be computed on the individual's actual salary, up to the last step ~~14~~ on the first five columns of the salary schedule and up to the last step ~~15~~ on the last two columns.

~~5.5.2 — Additional responsibilities may require the following additional work days beyond the school year:~~

Position	Additional Percentage	Additional Work Days
Health Svcs. Chair	11	5
IHS Head Teacher	11	0
Middle School Team Leader	8	0

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High School Testing Coordinator (per building) 2.....0
Middle School Testing Coordinator (per building)..... 2.....0

Each additional day up to the number listed, to be paid at the unit member’s per diem rate.

[BARGAINING NOTE: Delete reference to Elementary Testing Coordinator in Appx. D]

[BARGAINING NOTE: We agree to insert teacher leadership MOA from Spring 2024; Replace all current contract leadership language below current 5.5.3 through 5.5.7]

~~5.5.3 — The District will continue to budget funds for high school, middle school and Student Services Department teacher leadership. The allocation for comprehensive high schools will be the 2016-17 baseline amounts, prior to any allocation for IHS. Allocations will be increased each year by the licensed cost of living increase.~~

~~5.5.4 — Middle School Team Leaders or persons with equivalent responsibility shall be defined as leaders of teams with three (3) or more full-time equivalent teachers. Six middle school team leader positions will be paid an 8% extra duty stipend, per the procedures of Article 5.5.6. Any of these middle school team leader positions may be split in two (for a maximum of twelve (12) positions) with proportional payment of the 8% stipend, per the procedures of Article 5.5.6.~~

~~5.5.5 — Instructional Time:~~

~~a. — Senior High School Athletic Directors shall teach no more than half time over a school year. Each Athletic Director position will be allocated four (4) hours of classified clerical time or the Athletic Director may choose to convert the clerical time to one less instructional period for the Athletic Director not to exceed .25 FTE.~~

~~b. — The Health Services Chair has ability to schedule non instructional time during the work day.~~

~~5.5.6 — PROCESS FOR CHANGING TEACHER LEADERSHIP PLANS:~~

~~a. — On an annual basis, District schools and departments will work collaboratively with the administrator and propose to the Joint Contract Administration Committee (JCAC, see Article 16.2) a leadership structure and compensation for unit members provided they have consensus or formal approval by secret ballot of at least seventy-five percent (75%) of the licensed unit members voting at the site and approval of the site administration. Licensed SSD unit members may conduct the vote via email. The compensation cannot exceed the funds budgeted for Article 5.5.~~

~~b. — The JCAC will review and approve a proposal, or refer it back to the site for modification.~~

~~1. — If a proposal is sent back, the school or department will consider the recommended changes and submit a final proposal to the JCAC.~~

~~2. — If the JCAC does not approve the structure and compensation as proposed, the Association can grieve the compensation terms on the basis that the compensation is not reasonable and equitable for the leadership responsibilities as assigned and carried out by the unit member.~~

~~3. — When final approval is given, all elements of the proposed change, including compensation proposals, can be implemented.~~

~~4. — If the compensation portion(s) of a proposal is not approved by the JCAC, the site may implement the new leadership structure, but may not compensate participants until 4J and the EEA resolve the compensation issue by agreement or grievance award.~~

~~c. — The JCAC will complete its initial review of a proposal within fifteen (15) work days and any subsequent review within ten (10) work days of receiving a proposal.~~

~~d. — The District shall provide annually to the JCAC a description of the 5.5 leadership structure and compensation for teacher leadership responsibilities.~~

~~e. — The funds distributed to unit members for additional responsibilities under the terms of Article 5.5.6 will be for additional salary.~~

~~5.5.7 — ELEMENTARY TEACHER LEADERSHIP EXTRA DUTY COMPENSATION~~

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Elementary teachers in each elementary school (neighborhood and alternative) will receive additional release days for accepting teacher leadership responsibilities in the school as follows. The teacher has the option of receiving salary compensation for unused release days at the teacher's per diem rate; however, the teacher is solely responsible for completing the necessary paperwork and submitting it to Human Resources by June 1.

Elementary teacher leadership responsibilities include:

- a. ~~Grade level facilitators,~~
- b. ~~Assistance with coordination of staff development and/or school improvement on such issues as addressing the achievement gap or special needs students,~~
- c. ~~Technology facilitation,~~
- d. ~~Coordination and organization of student performances, and~~
- e. ~~Coordination of testing.~~

~~This list can be changed based on the needs of a school; however, changes must be approved by the JCAC using the Section 5.5.6 process. The elementary leadership responsibilities and number of release days for each leader must be reported annually to JCAC.~~

~~The teacher who accepts leadership responsibilities will receive paid release days during the work year. These days can be taken on days selected by the teacher with reasonable advance notice to the principal and substitute availability including days before and after weekends, vacations, and holidays, except for scheduled professional development time.~~

~~The number of elementary teacher leadership release days per elementary program shall be determined as follows:~~

100-249 students	16 teacher release days not to exceed 5 teachers
250-349 students	18 teacher release days not to exceed 6 teachers
350-449 students	20 teacher release days not to exceed 7 teachers
450-549 students	22 teacher release days not to exceed 7 teachers
550-650 students	24 teacher release days not to exceed 8 teachers

5.5.2 Leadership Positions

- e.a. Leadership Plans will include district-required teams/positions and teams/positions created jointly by the licensed staff and administrator in each building.
- b. The annual budget for teacher building-created Leadership positions will increase each year by the applicable negotiated EEA COLA. This increase will then be reflected in an increased stipend for each Leadership level.
- c. District-required teams/positions will be compensated according to the Leadership level that matches the expectation of time required to carry out each role. The compensation level for each position is determined by the District, according to the agreed upon compensation levels (see Table below), and shall be the same for every school. SSD, IHS, ECCO, and Fox Hollow will each receive Leadership allocations. District-required teams may function differently in these programs.
- d. The District will also determine a minimum number of staff to be assigned to these District-required positions in each building based on the number of students at the school. The district will provide a job description for each position to administrators, licensed staff, and EEA.
 1. District-required teams/positions include the following:
 - Equity & Inclusion Team
 - Climate & Culture Team
 - Student Intervention Team
 - TAG Coordinator (Elementary)

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- AVID Coordinator (in AVID schools)
- e. Building-created Leadership positions, which will be funded at no less than 70% of the total Leadership allocation each year, will be compensated according to the Leadership level that matches the expectation of time required to carry out each role, above and beyond the regular work week. Determination of level of compensation for these roles is determined jointly by the licensed staff and administrator in each building.
- f. The District will allocate funds for building-created Leadership positions based on the number of licensed staff in each building, regardless of FTE. For the 2024-25 school year, the allocation for building-created positions will be no less than \$900,200 plus the negotiated increase to the 2024-25 salary schedule.
- g. Licensed staff receiving stipends may exchange stipend pay for up to 3 paid release days at the rate equivalent to the Level 1 stipend amount per day provided they notify the district of their intent prior to November 1. These release days can be taken on days selected by the licensed staff member with reasonable advance notice to the administrator and substitute availability including days before and after weekends, vacations, and holidays, except for scheduled professional development days.
- h. The building administrator and the EEA building representative(s) will collaboratively facilitate all conversations around the creation of the building's leadership plan.
- i. Licensed staff and building/program administrators will work collaboratively to propose to the Joint Contract Administration Committee (JCAC, see Article 16.2) a Leadership structure for building-created positions provided they have consensus or formal approval by secret ballot of at least seventy-five percent (75%) of the licensed unit members voting at the site and approval of the site administration. The compensation cannot exceed the funds budgeted in Section f of this Article. The JCAC will review and approve a proposal or refer it back to the site for modification.
 1. If a proposal is sent back, the school or department will consider the recommended changes and submit a final proposal to the JCAC.
 2. If the JCAC does not approve the structure and compensation as proposed, the Association can grieve the compensation terms on the basis that the compensation is not reasonable and equitable for the leadership responsibilities as assigned and carried out by the unit member.
 3. When final approval is given, all elements of the proposed change, including compensation proposals, can be implemented.
 4. If the compensation portion(s) of a proposal is not approved by the JCAC, the site may implement the new leadership structure, but may not compensate participants until 4J and the EEA resolve the compensation issue by agreement or grievance award.
 5. The District shall provide annually to the JCAC a description of all Leadership structures and compensation for teacher Leadership responsibilities. This report will include an accounting of unspent Leadership funds.
 6. Use of unspent funds will be determined by JCAC.
- j. If there are significant changes to an existing job description that alter the time requirements of the specific job, the parties will review the new duties to determine proper Compensation Level.

<u>Stipend Level</u>	<u>Expected Commitment and Responsibilities</u>	<u>24-25 Stipend</u>	<u>25-26 Stipend</u>	<u>26-27 Stipend</u>
<u>Level 1 (1 unit)</u>	<u>1 hour per month of 10 hours per contract year on average</u> <u>Team Member: Attend the team's monthly meeting and engage in little to no additional responsibilities outside of team meetings.</u>			

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	<p><u>(Average of 1 hour per month)</u></p> <p><u>Individual Role:</u> Average of an hour or so per month or 10 hours per year</p>			
<u>Level 2 (2 unit)</u>	<p><u>2 hours per month of 15-20 hours per contract year on average</u></p> <p><u>Team Member:</u> Attend the team’s monthly meeting and engage in less than an hour of additional responsibilities outside of meetings. (Average of 2 hours per month for meetings & responsibilities)</p> <p><u>Individual Role:</u> Average of 2 hours per month or 20 hours per year</p>			
<u>Level 3 (3 unit)</u>	<p><u>3 hours per month of 25-30 hours per contract year on average</u></p> <p><u>Team Member:</u> Attend the team’s monthly meeting and engage in 1-2 hours of additional responsibilities outside of meetings. (Average of 3 hours per month for meetings & responsibilities)</p> <p><u>Individual Role:</u> Average of 3 hours per month or 25-30 hours per year</p>			
<u>Level 4 (4 unit)</u>	<p><u>4 hours per month of 35-40 hours per contract year on average</u></p> <p><u>Team Member:</u> Attend the team’s monthly meeting and engage in an average of 3 hours of additional responsibilities outside of meetings. (Average of 4 hours per month for</p>			

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	<u>meetings & responsibilities)</u> Individual Role: Average of 4 hours per month or 35-40 hours per year			
<u>Level 5 (5 unit)</u>	<u>5 hours per month of 45-50 hours per contract year on average</u> Team Member: Attend the team’s monthly meeting and engage in an average of 4 hours of additional responsibilities outside of meetings. (Average of 5 hours per month for meetings & responsibilities) Individual Role: Average of 5 hours per month or 45-50 hours per year			
<u>Level 6 (6 unit)</u>	<u>6 hours per month of 55-60 hours per contract year on average</u> Team Member: Attend the team’s monthly meeting and engage in an average of 5 hours of additional responsibilities outside of meetings. (Average of 6 hours per month for meetings & responsibilities) Individual Role: Average of 6 hours per month or 55-60 hours per year			

<u>AVID Coordinator Stipend Levels</u>	<u>Elementary = Level 3</u>	<u>Middle School = Level 4</u>	<u>High School = Level 6</u>	
<u>TAG Coordinator (Elementary Only)</u>	<u>Less than 200 students = Level 2</u>	<u>201-350 students = Level 3</u>	<u>351-500 students = Level 4</u>	<u>501+ students = Level 5</u>

5.6 EXPERIENCE CREDIT:

Experience credit for extra duty positions paid a stipend shall be allowed for each year of participation in the specific extra duty activity. Extra duty pay is not tied to the teaching experience of the individual. ~~In no event shall the unit member be allowed credit higher than Level 8 upon entering the schedule.~~

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5.7 HOURLY PAY:

5.7.1 ~~SUPERVISOR SUPPORT~~ PAY: Unit members required or assigned by the District to assume responsibility for extracurricular assignments not listed in Section 5.1 shall be paid at the rate of ~~\$1628.00~~ per hour. The parties will mutually prepare a list of eligible assignments.

~~5.7.2 NON CONTRACT DAYS: Unit members required or assigned by the District to assume responsibility for assignments not listed in Section 5.1, which require time on non-contract days, shall be reimbursed at the rate of \$16.00 per hour for up to a maximum of their per diem rate.~~

5.8 NUMBER OF PAYMENTS

~~5.8.1~~ Unit members will be paid Article 5.1.1 extra stipends in equal payments during the season.

5.8.2 Unit members will be paid all other Article 5 extra duty stipends in ten (10) equal payments beginning the end of October payroll. Extra duty stipends that are implemented or changed during the work year will be paid over the balance of the remaining payroll cycle.

5.9 IB ASSESSMENT COMPENSATION

The District will allocate \$34,900 for IB assessment compensation, which will be increased each subsequent fiscal year by the licensed COLA increase. The District will distribute 20% of the funds to Eugene IHS (EIHS) and North Eugene High School teachers of social studies and language arts, and the remaining 80% to non-social studies and non-language arts teachers at the other IB host sites (South Eugene, Sheldon, Churchill, and North Eugene), based on the number of students in each program who are registered for IB tests in October of that fiscal year. The leadership team of each site will then distribute the funds to support the work required for completing required IB internal assessments for the classes offered at each site in math, biology, chemistry, physics and foreign language.

ARTICLE 6 - FRINGE BENEFITS AND OTHER ALLOWANCES

INSURANCE:

6.1 FULL TIME:

The District's monthly insurance contribution for each full time equivalent (FTE) unit member is one thousand ~~two-three~~ hundred and sixty ~~seven~~ dollars (\$1,~~260367~~) per month for the period October ~~2021-2024~~ through September ~~2022-2025~~; one thousand ~~two-four~~ hundred and ~~ninety-thirteen~~ dollars (\$1,~~290413~~) per month for the period October ~~2022-2025~~ through September ~~2023-2026~~; and one thousand ~~three-four~~ hundred and ~~twenty-seventy-eight~~ dollars (\$1,~~320478~~) per month starting October ~~2023-2026~~.

6.2 PART TIME:

The District's monthly insurance contribution for each part time unit member whose FTE is between .50 FTE and .99 FTE shall be an amount which is a percentage of the full time unit member's District contribution set forth in Section 6.1 determined as follows:

.500 FTE to .750 FTE shall receive 75% of the full time contribution,

.751 FTE to .800 FTE shall receive 80% of the full time contribution,

.801 FTE to .850 FTE shall receive 85% of the full time contribution,

.851 FTE to .900 FTE shall receive 90% of the full time contribution,

.901 FTE to .950 FTE shall receive 95% of the full time contribution,

.951 FTE to .999 FTE shall receive 100% of the full time contribution.

6.3 CARRIER SELECTION:

The Joint Committee on Insurance (JBC) will select the insurance carrier(s); if the JBC is unable to agree on the selection, the District shall select the insurance carrier(s).

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6.4 JOINT BENEFITS COMMITTEE:

The parties will continue the standing JBC with four (4) members appointed by the Association and four (4) members appointed by the District. Each party shall designate one of their appointees as a co-chair of the JBC. The JBC decisions shall be by consensus. The JBC is responsible for designing and managing the unit members' benefit programs, the reserve fund, and communication with unit members on benefit issues. The JBC will annually recommend to the District a budget for its operating expenses which shall include but is not limited to consultant fees, substitute release time, printing, and postage. The JBC will annually use JBC managed insurance reserve funds to pay one-half of the operating costs and management expenses of the certified insurance plans up to sixty thousand dollars (\$60,000.00). JBC members shall have equal access to all committee consultants.

- a. The insurance reserve fund and all amounts which have been added to the fund, including interest earned on the fund amount, are reserved exclusively for the bargaining unit members' insurance program as managed by the JBC. Beginning June 30, 2020, amounts over one million five hundred thousand dollars (\$1,500,000), based on the year-end reconciliation, will revert to the District general fund; provided, however, that should members be offered tiered rates, amounts over two million five hundred thousand dollars (\$2,500,000) will revert to the District general fund.

6.5 BENEFIT ADJUSTMENT:

If costs of unit member medical, dental, vision, life, and long-term disability insurance exceed the District contribution, then the JBC will adjust the benefit program to fall within the amount of the District contribution including accumulated insurance fund reserves or assess unit members the excess cost. If the JBC is unable to reach consensus on how to cover the difference between the insurance premium and the amount of the District contribution as required by this Section, then the Association and District JBC representatives shall each make a proposal for covering this difference using either benefit program changes, available JBC reserves, and/or unit member out-of-pocket contribution or a combination thereof.

6.6 PREMIUM FOR DISABLED TEACHERS:

When a member is absent from work while eligible for compensation under the District disability income insurance plan, the District shall continue its monthly insurance benefit contribution for the months the District would have continued its contribution had the member used their available paid sick leave at their assigned FTE rate.

6.7 TERMINATION OF BENEFITS:

The District's obligation to make contributions towards premiums for the benefits shall terminate on August 31 of the year for each employee whose contract is not renewed for the following school year, or who is on unpaid leave of absence for the following school year, or who has completed a year's contract and resigned. If a unit member's employment is terminated prior to the end of a school year, or they take unpaid leave (other than FMLA or OFLA), the District's contribution toward premiums for benefits shall cease as of the last day of the last month they are employed.

6.8 SECTION 125 FLEXIBLE SPENDING ACCOUNT:

Unit member 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. Any net District FICA savings as determined by the formula in the December 17, 1999, memo in excess of thirty thousand three hundred thirty one dollars (\$30,331.00) per year shall be transferred to the JBC reserve fund in Section 6.4.a.

ARTICLE 7 - LIABILITY AND LEGAL PROTECTION

7.1 ASSAULT:

- 7.1.1 Any unit member involved in an assault within the scope of their employment shall immediately make a written report of the circumstances. The unit member shall make supplemental written reports attaching copies of any summons, complaints, process, information, indictment, notice or demand served on themselves in connection with such assault within five (5) days after being served, and shall report the final disposition of any such proceedings. All reports referred to above shall be made to the unit member's principal or immediate supervisor.
- 7.1.2 Such reports shall be forwarded immediately to the Superintendent's office. In the event civil or criminal proceedings are brought against any unit member, the Superintendent shall comply with any written requests by the unit member for information in the District's possession relating to their defense. The District shall not be required to provide information privileged by law.

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- 7.1.3 The District agrees to provide safe working conditions for unit members and to maintain order in the schools.
- 7.1.4 The District shall give legal assistance in accordance with applicable law for any assault on a unit member while discharging the unit member's duties. If absence results from assault causing injury, the absence will be District-paid administrative leave.

7.2 PERSONAL PROPERTY:

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.

7.3 DISTRICT EQUIPMENT:

Unit members will not be held liable for loss, damage or theft of District equipment provided reasonable care has been taken.

7.4 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. The District will comply with State and Federal laws and regulations pertaining to environmental hazards, workplace safety, and a healthful work environment. To achieve this goal, the parties agree as follows:

- a. Hazardous conditions in the work environment including environmental hazards 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 and the employee's administrator. The District will respond to the unit member in writing and respond to the report within two (2) weeks of the report and will provide updates if applicable until the matter is concluded.
- b. All unit members, in the course of performing their duties, shall report all unsafe practices and conditions to their immediate supervisor.
- c. Unit members shall not be required to participate in work activities under conditions which, as determined by the District, physically endanger their personal safety or well being.
- d. When a member feels threatened by a physically aggressive student, the member will submit a form 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 in a timely manner.
- e. For high or low heat in the workplace and/or poor air quality, the District will follow OSHA guidelines. When the heat index is predicted to equal or exceed 90 degrees Fahrenheit in buildings without air conditioning, the District will communicate how OSHA requirements will be employed, including any plans for necessary closures prior to the beginning of the work day.

ARTICLE 8 - LEAVES OF ABSENCE WITH PAY

8.1 SICK LEAVE:

- 8.1.1 Sick leave is provided in the amount of ninety-six (96) hours per year for full-time members. An unlimited number of sick leave hours may be accumulated.
- 8.1.2 All unit members shall earn sick leave based on contract hours worked (including all accrued paid leave), not to exceed 96 hours per year. The District shall allow the use of anticipated but unearned sick leave up to the maximum annual hours authorized in Article 8.1.1. Unit members terminating before the end of their contract duty days who have used more sick leave than their service hours entitled them to shall reimburse the District for the excess hours paid to them.
- 8.1.3 A new unit member may transfer all sick leave accumulated with the most recent Oregon school District for which they have worked provided that the accumulation is verified by the administration of such District.

The transfer of sick leave from another school District shall not be effective until the unit member has completed thirty (30) working days in the District. The District will give written notice of this provision to each newly-hired unit member.

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- 8.1.4 ~~"Sick leave" means absence from duty because of illness or injury. "Sick leave" also means absence from duty because of a serious health condition which prevents the unit member from working. (See Section 9.4.1 for eligibility for additional leave.) Accrued sick leave may be used for any purpose under OFLA, FMLA, or Paid Leave Oregon ("PLO").~~
- ~~a. Up to 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.~~
 - ~~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 9.4 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.~~
- 8.1.5 Sick leave may be used for allowable purposes without loss of pay, up to the total hours accumulated. Any absence authorized as sick leave which is in excess of the unit member's accumulated sick leave shall be without pay. A unit member who is absent five (5) consecutive days on sick leave may be required to furnish a statement from their attending physician that the illness, injury or serious health condition prevents the unit member from working.
- ~~8.1.6 All requests for use of sick leave shall be approved by the Director of Human Resources or their designee.~~
- ~~8.1.78.1.6~~ Except as otherwise provided by law, all sick leave benefits may cease and shall be forfeited upon termination of employment.
- ~~8.1.88.1.7~~ Any unit member obtaining sick leave benefits by fraud, deceit, or falsified statement, shall be subject to disciplinary action.
- ~~8.1.98.1.8~~ The District will notify each unit member on at least a quarterly basis of the use and accumulation of sick leave ~~by October 1 of each year or as soon as the data processing service can provide the information.~~
- ~~8.1.108.1.9~~ SICK LEAVE BANK: The Association manages a paid sick leave bank for unit members. The purpose of the sick leave bank shall be to extend to those members additional paid sick leave days should a long-term illness or injury exhaust the member's accumulated sick leave. The Association shall establish rules and regulations to govern the sick leave bank which meet these conditions.
- a. Unit members' participation in the sick leave bank shall be voluntary.
 - b. The maximum annual contribution of paid sick leave hours to the bank by a unit member shall be sixteen (16) hours. If the sick leave bank is at its maximum number of hours, unit members can join and their contributions will be deducted from their individual sick leave account and credited to the sick leave bank when the bank total drops below the maximum.
 - c. The maximum number of sick leave hours in the bank shall be eight thousand hours (8,000).
 - d. Unit members shall only be eligible for use of sick leave bank days after they have exhausted all their available individual sick leave and personal leave days and have been on unpaid leave for five (5) days.
 - e. Sick leave bank days shall only be used by unit members who have a health care provider's opinion stating they are unable to perform their assigned responsibilities due to a long term illness or injury.
 - f. The maximum number of consecutive sick leave bank days a unit member can use is seventy (70) days. A unit member is not eligible for sick leave bank days if the member is receiving compensation under ~~Workers' Compensation~~, long term disability, or PERS disability.
 - g. All paid sick leave hours contributed to the sick leave bank shall be deducted by the District from the contributor's sick leave account at the time of contribution. Such contributions are irrevocable and shall remain in the bank.
 - h. 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.

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- i. The District and Association shall work cooperatively to facilitate the sick leave bank.

8.2 OCCUPATIONAL ILLNESS OR INJURY LEAVE:

- 8.2.1 Unit members who sustain an injury or illness compensable by Workers' Compensation causing them to be absent from work and who are unable to perform their regular normal duties, will be paid the difference between their regular salary and compensation benefits for the time they are absent from work for a period up to their accumulated sick leave.
- 8.2.2 Hours of accumulated sick leave shall be deducted from the unit member's sick leave account in proportion to the regular salary paid to the unit member that is not covered by Workers' Compensation.
- 8.2.3 The District shall continue its monthly insurance benefit contribution while the member is absent from work under a workers' compensation claim as provided by Oregon law.

8.3 PERSONAL LEAVE:

Unit members may take three (3) days of personal leave per year with pay.

- 8.3.1 This leave is accumulative under the terms of Section 8.3.5.
- 8.3.2 This leave must be scheduled with the unit member's supervisor twenty-four (24) hours in advance unless the incident giving rise to the need for the leave is of such emergency nature that advance scheduling is not feasible.
- 8.3.3 Personal leave may be used on a day adjacent to a holiday or vacation if the leave is otherwise permitted under this provision. However, in no case may personal leave be taken on a day adjacent to a holiday or vacation for the purpose of extending the activities of the holiday or vacation.
- 8.3.4 Unit members returning to work following a holiday or vacation period who have had their travel curtailed due to a strike, cancellation, or hazardous weather conditions may use personal leave.
- 8.3.5 Unit members may carry over unused personal leave days up to the total of three (3) accumulated personal leave days. All provisions of Section 8.3 related to the use of personal leave apply to the use of such accumulated leave, except that members taking leave of more than five (5) consecutive days shall complete a leave request form available from Human Resources.

8.4 PAID LEAVE OREGON

- 8.3.68.4.1 The District engaged a Third-Party Administrator ("TPA") to administer PLO benefits. The paid leave benefits provided by that plan will be equal to or greater than those provided by the state-administered plan. The employee and District will make contributions in the amounts and ratios identified in Oregon law.
- 8.3.78.4.2 The TPA will make eligibility and benefit amount determinations in accordance with Oregon law and the TPA plan documents.
- 8.3.88.4.3 Bargaining unit members who receive PLO benefits from the District's TPA, but who do not receive 100% of their average weekly wages as defined by Oregon law and TPA plan documents, may use appropriate and qualifying accrued paid leave hours (e.g. paid sick time or any other eligible paid leave) pursuant to District policy to account for any difference between their PLO benefit amount and their average weekly wages as determined by Oregon law and the TPA plan documents. The district will continue to issue payroll checks monthly.
- 8.3.98.4.4 For bargaining unit members who use accrued leave for an absence and who later receive a PLO benefit, the District will restore the sick leave balance used from the date of PLO application or qualifying event (whichever is first) up to the difference between the PLO benefit granted and the employee's average weekly wage.
- 8.4.5 Upon returning to work after taking PLO leave an eligible employee shall be restored to the position of employment held by the employee when the leave commenced if that position still exists, without regard to whether the district filled the position with a replacement during the period of family leave. If the position held by the employee at the time family leave commenced no longer exists, the employee is entitled to be restored to any available equivalent position with equivalent employment benefits, pay and other terms and conditions of employment.

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8.48.5 BEREAVEMENT:

A unit member may be allowed up to five (5) days absence with full pay for the death of a family member. For purposes of this article, family member includes the relations ~~listed in 8.1.4.4~~ defined by OFLA, as well as the member's siblings, step-siblings, or a person with whom the employee has a similar relationship to any of the preceding family members.

The absence must be arranged with the building administrator and approved by the Director of Human Resources.

An OFLA-eligible employee may be eligible for ~~leave of up to five~~ additional days as provided by ~~law~~ OFLA and Article 9, and may apply accrued sick or personal leave while on an approved OFLA absence.

Under extenuating circumstances, a unit member may be granted up to two (2) additional paid days of bereavement leave for the death of a family member.

8.58.6 JURY DUTY:

~~8.5.18.6.1~~ Unit members called for jury duty will normally be expected to serve during the period for which they are summoned.

~~8.5.28.6.2~~ The District will provide a substitute for the days a unit member reports for jury duty, in accordance with the established procedure for unit members' absences. Payment to the unit member for jury duty shall be endorsed and made payable to the District by the unit member, unless jury duty occurs when school is not in session and the unit member is not on duty.

~~8.5.38.6.3~~ No deductions from the unit member's pay shall be made for required jury duty.

~~8.5.48.6.4~~ Excuse from jury duty may be requested for a unit member when the service comes during the first months of school, when the absence of the unit member for a prolonged period of time will have an unusually adverse effect upon the students, or when, in the opinion of the District, the nature of the unit member's assignment is such that it is impossible to provide an adequate substitute.

8.68.7 COURT APPEARANCES:

No deductions will be made from the salary of a unit member for ~~required~~ appearances in court or before any governmental body when appearance is required. However, unit members who initiate a cause of action or ~~convicted-criminal~~ defendants may not utilize this provision. Any remuneration to a witness derived from such appearances shall be endorsed to the District.

~~8.7~~ STUDY LEAVE:

~~8.7.1~~ DEFINITION AND PURPOSE: Study leave is defined as a leave of absence granted by the District to unit members for a period not to exceed one (1) year for the purpose of improving the unit member's professional educator skills and knowledge and quality of instruction for the District's students. Study Leave options may include, but are not limited to: formal study, independent study, travel, work on an internship, additional training and program development. For purposes of awarding a study leave, no option shall be considered more important than the others.

~~8.7.2~~ ELIGIBILITY:

- ~~a.~~ Leave may be granted to permanent unit members who have had a minimum of seven (7) years of experience, four (4) of which must have been in the District.
- ~~b.~~ The Study Leave cycle is seven years. Thus, individual or group participants will be eligible each seventh year once the initial requirements of Section 8.7.2 have been satisfied. For example, a person taking a leave in 1989-90 will be again eligible for a subsequent leave in 1996-97. (Application for this subsequent leave would be made in 1995-96.)
- ~~c.~~ Eligible applicants, who have not in their prior bargaining unit employment with the District been granted a Study Leave, will have priority consideration when their applications are equal to other eligible applicants who have had a prior District Study Leave.
- ~~d.~~ Study Leave proposals will be accepted from a group of unit members provided each member of the group meets the eligibility requirements of Section 8.7. No more than two (2) study leaves per year may be granted to groups.

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~~e.—Candidates may only submit a single application.~~

~~8.7.3 CONDITIONS OF STUDY LEAVE: Due to economic conditions, no study leaves will be granted for the term of this contract. One half year leaves shall count as one half leave and a group study leave as one leave for the purpose of computing the quota. Compensation during the leave shall be eighty five percent (85%) of the salary the unit member would otherwise be paid if on duty during the leave period.~~

~~a.—Application forms for the study leave program will be made available by the first Monday of the calendar year. All applications are due in the Instruction Department by 5:00 p.m. on the first school day in February of each year. Announcement of selections will be made by the conclusion of the first school day in March of each year.~~

~~b.—An applicant who wishes to undertake formal study shall agree to register as a full-time student, at the school of their choice. At the conclusion of the leave, evidence of completion of the study program shall be submitted to the Director of Human Resources.~~

~~c.—An applicant who wishes to travel during their study leave shall include an itinerary with the application which shall indicate specific ways in which the trip will contribute to the improvement of the unit member in their assignment.~~

~~d.—Applications for study leave shall be screened by a Study Leave Committee of six (6) unit members appointed by the Association and one administrator from each level, appointed by the Director of Instruction who shall also serve as an ex officio member. Each committee member shall serve for a term of three (3) years. The terms shall be staggered so two new unit members are appointed annually.~~

~~e.—The Study Leave Committee shall first review the quality of each study leave application and recommend those study leave applications that clearly describe a leave that will materially and significantly meet the purpose of improving the unit member's professional educator skills and knowledge and the quality of instruction for the District's students.~~

~~The Study Leave Committee will then rate study leave applications on how well the candidates competing for the available positions describe the merits of their proposal based on the criteria as described in Appendix B. The recommendation of the Study Leave Committee shall be sent to the Superintendent for their approval, after which it will be presented to the Board.~~

~~f.—At the expiration of the leave, the unit member shall be reassigned to the position the unit member held at the time the leave was granted under the terms of Section 9.11.~~

~~g.—Prior to beginning a study leave, the unit member shall execute a promissory note payable to the District in an amount equal to the compensation to be paid by the District to the unit member while on study leave. If the unit member fails to return to the District and complete two (2) years of employment following the return from study leave, the unit member shall pay the District the amount of compensation paid to the unit member while on leave. Interest shall accrue on the note signed by the unit member. If the unit member does not return to the District and remain with the District for at least two (2) years, the note becomes interest bearing from the date of the note.~~

~~h.—Unused study leaves shall be carried into the following year for study leaves in addition to the maximum number in this Article.~~

8.8 ASSOCIATION LEAVE:

8.8.1 Members of the Association's Negotiation Team and members of the Association's Grievance Committee shall be allowed up to forty (40) days leave with pay per year for the purposes of negotiating agreements and/or pursuing grievances through all steps of the grievance procedure. At the discretion of the Association, up to 30 of the 40 days in Article 8.8 may be converted to licensed FTE at the current guest teacher rate plus fixed costs.

8.8.2 The Association may select a bargaining unit member to serve as EEA benefits liaison on full-time Association release time. The position will serve as a full-time EEA representative providing benefits-related support to licensed employees and other EEA-representative duties. The compensation and other benefits costs of the position will be paid from the insurance reserve fund in Section 6.4(a). Compensation for the position will be the same that the unit member would receive in their regular teaching position. On return from such release, the unit member shall be placed at the same position on the salary schedule as though they had been employed in the system during such a period and will be assigned a position under the terms of Section 9.11. Individual office space at the District office will continue to be provided on a legacy basis.

ARTICLE 9 -LEAVES OF ABSENCE WITHOUT PAY

9.1 LONG TERM UNPAID MEDICAL LEAVE:

Extended leave for health reasons, not to exceed two (2) years, may be granted to a unit member whose health or physical condition makes it impossible to properly discharge their duties, provided the unit member's present period of employment includes not less than three (3) consecutive years of service. Within their first three (3) years of unit member service, unit members may be granted such leave, not to exceed a total of six (6) months. Such leave shall be without pay and scheduled increments. Adjustments in salary and retirement credit shall not be allowed.

9.2 UNPAID LEAVE FOR THE BIRTH OR ADOPTION OF A CHILD:

The District shall grant leave as required by Oregon and Federal law for the birth or adoption of a child.

The District shall grant leave before or after the birth or adoption of a young child which shall include any parental leave taken by the unit member under the terms of Oregon and Federal law. (See Section 9.4).

9.2.1 Leave for the birth or adoption of a child shall be granted to all unit members. The leave can be for a period of up to one (1) year at the unit member's choice and which shall include all leave granted under 9.2; however, the unit member shall choose a return from leave date which shall coincide with the beginning or end of the grading period or the midterm grading period in which the leave period ends. The written request for this leave must be made to the Director of Human Resources and must specify the period of time requested.

9.2.2 When the welfare of the District and the unit member warrants it, consideration will be given to granting a second year of leave.

9.2.3 The District will allow five (5) non-compensated emergency leave days to unit members to make arrangements for the placement of adopted children in the unit member's home. This provision is in addition to the right to take any other paid leave. Parental leave may also be utilized under the adoption leave provision when a unit member obtains custody of a child.

9.2.4 At the conclusion of this leave, the unit member shall be reinstated in the District as a unit member under the terms of Sections 9.4 and 9.11. This birth/adoption leave will not interrupt any seniority rights which have accrued prior to the taking of the leave. This leave shall be without compensation, except as provided in Section 9.4. No advancement on the salary plan shall be allowed for the period this leave is taken in excess of twelve (12) weeks.

9.3 EXTENDED LEAVE OF ABSENCE:

There are three types of extended leaves available, which are granted without pay, as outlined below:

9.3.1 UNPAID PERSONAL LEAVE: A contract full-time or part-time unit member who has worked for three (3) consecutive years may be granted a leave of absence without compensation for one (1) year for personal reasons. Request for such a leave will generally be submitted prior to March 15, but may be submitted at any time during the school year provided a suitable replacement is available and the leave does not disrupt the educational program. Request for such a leave shall indicate the reasons the request is being submitted. Scheduled increments, adjustments in salary, retirement credit and sick leave will not be allowed for such leave.

- a. The conditions under which a person may return from a personal leave will be determined by the Board, on recommendation of the Superintendent, at the time of approval of the leave. An attempt will be made to return the person to the same position or one of comparable status.
- b. A unit member returning from a one (1) year personal leave must work for three (3) consecutive years before applying for another personal leave.
- c. Personal leave of a short duration may be granted during the school year by the Director of Human Resources after having received approval from the unit member's principal or supervisor. A salary deduction will be made on a pro-rata basis.
- d. The District may hire a temporary teacher to fill a vacancy for a unit member who requests a personal leave after July 31 to be taken during the next school year with a single assignment teacher under the terms of Section 9.12.

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- 9.3.2 UNPAID PROFESSIONAL LEAVE: Upon the recommendation of the Superintendent, the Board will consider granting a leave of absence without pay for not more than one (1) year to contract unit members. The purpose of the leave shall be for further study or other activity designed to improve the individual professionally. Requests for such a leave will generally be submitted prior to March 15, but may be submitted at any time during the school year, provided a suitable replacement is available and the leave does not disrupt the educational program. Requests for such a leave shall indicate the reasons the request is being submitted.
- a. Upon return from the leave, the unit member shall be accorded the same consideration with respect to salary placement and position assignment as though they had been employed by the District during the year on leave.
 - b. When the welfare of the District and the unit member warrants it, consideration shall be given to granting a second year of leave, with but one (1) year applying to advancement on the salary plan.
 - c. At the conclusion of the leave, the unit member shall be reinstated in a position under the terms of Section 9.11. If the building FTE for the year of return is less than the building FTE for the year in which the leave application was approved, then the unit member shall have the same right to remain in the building as other unit members and the terms of Section 9.11 shall not apply.
 - d. While on leave, it is the responsibility of the unit member to keep the Human Resources Office informed at all times of their mailing address. During the year of leave, the unit member shall notify the Director of Human Resources, in writing, not later than March 15, whether or not they plan to return to duty the following school year.
 - e. A unit member returning from a professional leave must work for three (3) consecutive years before applying for another professional leave.
- 9.3.3 UNPAID PARENTAL LEAVE: Parental leave may be granted to any unit member for a period not to exceed one (1) year.
- a. Applications for this leave must be made in writing to the Director of Human Resources, must state the reason(s) for the request, and indicate the period of leave requested.
 - b. At the conclusion of the leave, the unit member shall be reinstated in a position under the terms of Section 9.11.
 - c. This leave shall not interrupt any seniority rights which accrued prior to the leave. No advancement on the salary schedule, increment, retirement credit, or sick leave will be allowed.
 - d. The District may extend a parental leave for an additional year or portion thereof, provided a written application for extension is filed with the Director of Human Resources sixty (60) calendar days prior to expiration of the initial leave.

9.4 COORDINATION OF STATE AND FEDERAL LEAVE LAW WITH ARTICLES 8 AND 9:

The District and the Association intend to coordinate a unit member's rights under Articles 8 and 9 with state and federal ~~family-leave laws~~ in a manner that assures no loss of the unit member's rights under Articles 8 and 9 and the unit member's rights under state and federal ~~leave laws on family and parental leave~~. (A Family Leave form provided by the Human Resources Department is required for your family leave provided by this Section.)

- 9.4.1 PAID FMLA/OFLA LEAVE: A unit member may apply their accrued paid sick leave to an approved FMLA or OFLA leave, ~~to attend to the birth, adoption, foster care, or home care of their child, the serious health condition of the employee or their family member as defined in Article 8.1.4.c.~~
- 9.4.2 UNPAID FMLA/OFLA LEAVE: A unit member can take unpaid leave for purposes allowed under FMLA/OFLA ~~the birth, adoption, foster care, or home care of their child or to attend to the serious health condition of the employee or their family member as defined in Article 8.1.4.e.~~
- 9.4.3 FMLA/OFLA LEAVE DURATION: The unit member may be eligible for leave under Sections 9.4.1 and 9.4.2 for a total of twelve (12) weeks during a rolling leave year of 52 consecutive weeks, beginning on the Sunday immediately preceding the date on which the leave commences any fiscal year (July 1 through June 30) beginning with the first day of leave taken by the unit member under Articles 8 or 9 for purposes allowed under the law. ~~to attend to the birth, adoption, foster care, or home care of their child, to care for a family member with a serious health condition, or to recover from or seek treatment for the employee's own serious health condition as provided by law.~~ (Please note the law is complex and individual cases will be addressed by the Human Resources Department.)

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9.4.4 DISTRICT BENEFIT CONTRIBUTION: The District shall make its monthly contribution toward the benefits of a unit member for the period the unit member is eligible for leave in Section 9.4.3.

9.5 UNPAID MILITARY LEAVE:

Military leaves shall be allowed in accordance with federal and state laws relating to such leaves.

9.6 UNPAID PART-TIME LEAVE:

Contract bargaining unit members are eligible for part-time leave at the District's discretion. The contract bargaining unit member on part-time leave must give the District Human Resources Department written notice by February 1 of the year while on part-time leave of the unit member's intent to continue on the part-time leave for the following year. On or before January 10th, the Human Resources Department will give part-time unit members an email notice of the February 1st deadline. Failure of the bargaining unit member to give written notice to the Human Resources Department by February 1 will result in the unit member being automatically returned to full-time status beginning the first day of the school year following their leave.

9.7 UNPAID ASSOCIATION LEAVE:

9.7.1 A leave of absence of up to two (2) years shall be granted on application, to any contract unit member for the purpose of serving as an officer or employee of the Association (EEA). If requested, the District will extend the leave for up to two (2) additional years. On return from such leave, the unit member shall be placed at the same position on the salary schedule as though they had been employed in the system during such a period and will be assigned a position under the terms of Section 9.11.

9.7.2 The Association shall be allowed leave without pay for unit members to attend those conferences and workshops that pertain to matters which are directly related and central to the parties' collective bargaining relationship. Unpaid Association leave will not be charged to individual unit member pay. However, the District may charge the Association at the substitute teacher daily rate for such leave or one-half (1/2) the unit member's daily salary, whichever is greater if a substitute is required to perform the services of the absent unit member.

9.8 INSURANCE PROGRAMS:

Unit members on unpaid leaves of absence, other than OFLA or FMLA leaves, will have the opportunity provided by federal law (COBRA) to purchase health care continuation coverage through plans covering active members.

9.9 ASSIGNMENTS:

Being on leave does not exempt a unit member from the District's reduction in staff plan.

9.10 FAILURE TO RETURN:

A unit member who has been granted a leave of absence and who for any reason fails to return to work at the expiration of the leave shall be considered to have resigned, except and unless the unit member, prior to the expiration of the leave, has furnished evidence of inability to return to work by reason of illness, physical disability, or other legitimate reason beyond the individual's control. Provisions of this paragraph shall not apply if, prior to the expiration of the leave, the Board has taken action to extend the leave, or has granted the unit member another leave.

9.11 RETURN FROM LEAVE:

A unit member returning from ~~Study Leave in 8.7~~, Association Leave in 9.7.1, Sick Leave in 8.1, and Parental Leave in 9.2 and 9.3.3 shall be returned to the same building they had when the leave began and the same position with the unit member's full knowledge that schedule and assignment of the position may be adjusted based on the needs of the curriculum, subject to the following conditions:

1. They submit a written statement to the District promising to return to their same building by a specific date within one (1) year of beginning the leave.
2. The District is able to find a qualified teacher under the terms of Section 9.12 to fill the position for the leave period.
3. If the unit member takes leave beyond one (1) year, then the unit member's rights in Section 9.11 are terminated.
4. The unit member's rights in Section 9.11 are subject to the terms of Section 12.12 on reduction in force and recall.
5. The District notifies the unit member before the leave is granted that the unit member's return to work position ~~can~~ cannot be at the same building or position because a staff reduction is contemplated and subsequently occurs.

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9.12 TEMPORARY UNIT MEMBER:

The District may hire a temporary unit member as provided in Section 1.1.6 or to fill a vacant position created by another unit member's leave taken under the terms of Sections 9.11 and 9.3.1.d or voluntarily transfer a unit member to fill this vacant position. The District may also hire, for the remainder of a school year, a temporary unit member to fill a vacant position created by a retirement, resignation or termination if the vacancy has occurred on or after the first day of classes.

A temporary unit member hired solely for the purpose of filling a vacancy created by a leave listed in Section 9.11, or a personal leave in Section 9.3.1.d, may be hired only for the term of the study, parental, medical or personal.

A temporary unit member hired solely for the purpose of filling a vacancy created by a retirement, resignation or termination, may be hired only for the balance of the school year.

ARTICLE 10 - WORK SCHEDULE

10.1 UNIT MEMBERS' WORKDAY:

Building Administrators will provide all unit members the opportunity to collaborate on decisions involving the work schedule issues in this Article. For purposes of salary computation, the workday shall be fixed at eight (8) hours.

10.1.1 THE PROFESSIONAL DAY: For purposes of fulfilling professional responsibilities associated with teaching, an eight (8) hour workday will be flexible, and will be guided by these principles:

- a. Unit members recognize that their responsibility to students requires the performance of duties involving the expenditure of time beyond that of the student day, and shall be available for student and/or parent consultation, as well as other professional activities and responsibilities.
 1. On those occasions when unit members will not be available immediately after the student day, they will notify the building office personnel.
 2. It is not the intent of this article to require unit members to work beyond an eight (8) hour day.
- b. Unit members will schedule regular times when they will be available, and will communicate these hours to their students and parents in a timely manner.
 1. Unit members will make reasonable efforts to adjust their hours in order to be available to students and parents as necessary.
 2. Bargaining unit members will provide written notification to the building principal of their established hours of availability.

10.1.2 FACULTY MEETINGS: Building staffs will collaborate with the building administration to set a yearly schedule (including dates and times) of staff meetings. Members may be excused from a meeting for good cause and by prior approval of the administrator. Consideration will be given to mandatory online trainings and teacher evaluation goal planning. It is not the intent of this Section to require unit members to work beyond an eight (8) hour day. Administrators and staffs are encouraged to regularly schedule no more than two (2) staff meetings per month.

10.1.3 OTHER MEETINGS: Department, Team, Grade Level, ~~Student Staffing, Continuous Progress Staff Development,~~ and other professional meetings shall be scheduled (including beginning and ending times) as needed by participating unit members in collaboration with the building principal. Effective second semester 2025, unit members will not be required to attend more than eight (8) meetings per month, including faculty meetings under Article 10.1.2. Unit members will not normally be required to participate in these additional meetings on more than one day each week, excluding IEP meetings, and 504 meetings, safety meetings, and behavior support meetings, and meetings associated with leadership plan (Article 5) do not count towards the eight (8) meetings. The District may not schedule more than two (2) meetings per week under this section (including Faculty Meetings under Article 10.1.2). On that day, it is not the intent of this section to require unit members to work beyond an eight (8) hour day. Other meetings will not be scheduled during the weeks in which grading, conference, and progress report days are designated on the adopted school year calendar. In addition, meetings will not be scheduled during the one-hour uninterrupted elementary continuous preparation time (Section 10.1.5.c). The intent of this Section is not to preclude individuals or team members from voluntarily meeting/planning together on the aforementioned days or preparation time. During such informal voluntary meetings, decisions affecting unit members will not be made.

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- a. The District and Association recognize that meetings are a regular part of the special education bargaining unit member's day. These commitments will be considered when special education unit members build their schedules (including student contract meetings, preparation time, and itinerant teacher travel time).
- 10.1.4 PROGRAM COMMUNICATION: Communication on educational offerings of the District schools will generally be established collaboratively by the administration and unit members at each site.

With parental input, unit members and the administration at each site will determine how to spend their time and talent to involve the public in their programs. Decisions, for example, on Open House, Curriculum Meetings, Group Conferences, the building-wide scheduling of Individual Conferences, or other communication-related programs will be co-determined by the administration and the staff.

- 10.1.5 PREPARATION TIME: All unit members shall be provided at least one period of preparation time during their work day.
- a. Unit members shall not be assigned to supervise or instruct students during their preparation time.
- b. Middle and high school unit members shall be guaranteed a preparation period during the instructional day. The total amount of preparation time over the course of a full work week will total no less than ~~three~~four-hundred and twenty (~~320~~420) minutes. No daily portion shall be smaller than twenty-five (25) continuous minutes in length.
- c. Elementary unit members shall have at least ~~three~~four-hundred and twenty (~~320~~420) minutes of preparation per week, including one 60-minute block of uninterrupted preparation time. Administration will not schedule meetings during this hour of preparation time. No daily portion shall be smaller than twenty (20) continuous minutes. Every effort will be made to make the daily preparation time thirty (30) continuous minutes in length.
- These ~~three~~four-hundred and twenty (~~320~~420) minutes will include at least ~~one~~one-hundred and ~~twenty~~fifty (~~120~~150) minutes of preparation time during the student work day each week in blocks of not less than thirty (30) minutes, which time will generally be used for individual planning and/or collaboration at the member's discretion.
- Elementary SSD members will ~~continue to have~~ two-hundred and seventy (210-270) minutes of preparation time per week outside the student day including one 60-minute block of uninterrupted preparation time in which no meetings will be scheduled, in addition to the case management time in Article 13.7.7.
- d. When an administrator initiates and assigns unit members to work during their preparation period, they are paid at their prorated per diem rate.
- e. Part-time members will receive pro-rated amounts of preparation time consistent with their FTE.

10.1.6 COVERING UNFILLED ABSENCES AND VACANT POSITIONS:

- a. The District and Association agree that fully staffed schools and programs are in the best interest of students. When current staff are needed to cover unfilled absences or vacant positions, the following will occur:
1. Article 10.1.5.d will apply.
 2. On the nineteenth (19th) and subsequent hours a unit member is assigned to cover an unfilled absence within the same school year, all hours worked covering the absence not covered by 10.1.5.d will be compensated at the equivalent sub rate per hour. Educators and administrators are responsible for tracking the qualifying hours for this provision and submitting qualifying time to their administrator and human resources.
 3. With pre-approval from their administrator, unit members assigned additional duties above their regular assignment to cover vacant positions will be compensated at the hourly per diem rate for all hours worked covering the vacancy including hours during the workday, and outside of the workday. Unit members must submit a written accounting of the hours worked to their administrator to receive the additional compensation.
 4. For Nurses, School Psychologists, Speech Language Pathologists, Motor Team, and other SSD specialists, the District will confer with unit members in making decisions about coverage assignments for schools, including efforts to equalize the distribution of student needs. This will occur at least twice in each school year. ~~once prior to the first day of school for students, and one other time during the year.~~

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- ~~10.1.6~~10.1.7 MORNING BREAK: District will make every effort to schedule a fifteen (15) minute break for every unit member every morning. In no case will the bargaining unit member be required to supervise students during the break.
- ~~10.1.7~~ ~~KINDERGARTEN CONFERENCING AND REPORTING: In the event that a school has a half day kindergarten program, the terms of article 10.1.7 of the 2014-2017 CBA shall apply.~~
- 10.1.8 KINDERGARTEN EA TIME: The District will allocate the budgeted time for kindergarten Educational Assistants (EAs) only to kindergarten sessions.
- 10.1.9 ELEMENTARY CONFERENCES: Elementary school principals will collaborate with the school's unit members before deciding when and how to conduct all-school parent conferences. Elementary school unit members who participate in all-school parent conferences after 4:00 p.m. will be compensated with an equal amount of workday hours off. If an elementary school unit member has greater than twenty-eight (28) students for the all-school parent conference, they will be compensated for one half (1/2) day at their per diem rate.
- 10.1.10 ELEMENTARY BLENDS: An elementary general education classroom teacher who has been assigned and is expecting to teach a single grade level, and who receives notice on or after August 1 that the District is now requiring the teacher to teach a blended classroom of two grade levels, is entitled to a stipend of two percent (2%). This stipend is not available to teachers assigned to teach a blended classroom prior to August 1 or to teachers hired into the blended classroom assignment on or after August 1.
- 10.1.11 ~~MIDDLE-SECONDARY~~ SCHOOL CONFERENCES: ~~Middle-Secondary~~ school principals will collaborate with the school's unit members before deciding when and how to conduct all-school parent conferences. ~~Middle-Secondary~~ school unit members who participate in all-school parent conferences after 4:00 p.m. will be compensated with an equal amount of workday hours off.

10.2 WORK YEAR AND SCHEDULE:

The Board shall adopt a school calendar of ~~one-one~~ hundred ninety-one (191) contract days which includes ~~two~~ teacher planning days. One of these planning days will be scheduled as the first day of the scheduled work year. The second day will be scheduled in two separate four-hour blocks during the pre-service period.

- 10.2.1 Five (5) paid holidays shall be Labor Day, Veteran's Day, Thanksgiving Day, Martin Luther King Day and Memorial Day. In the event the work year includes Juneteenth and at least one workday occurs following Juneteenth, it will be added as a paid holiday.
- 10.2.2 If any of these holidays fall on a Sunday, the holiday shall be observed on the following Monday. If the holiday falls on Saturday, the holiday shall be observed on the preceding Friday. Part-time unit members shall receive holiday compensation on a pro-rata basis. As needed, their regularly scheduled hours will be adjusted in order to assure appropriate pro-rata holiday compensation and scheduled hours.
- 10.2.3 Unpaid vacations shall be continuous blocks of time, excluding Saturdays, Sundays, and holidays. The work year shall include:
- Thanksgiving unpaid vacation shall be at least one (1) day.
 - The length of winter unpaid vacation shall be determined by the procedure outlined in Section 10.2.4.
 - Presidents' Day is an unpaid day that may be designated by the District as a hazardous weather makeup day.
 - Spring unpaid vacation shall be at least five (5) days.
- 10.2.4 Procedures for Association involvement in the development of a school district calendar:
- The District shall present the proposed school calendar to the Association at least ~~sixty-fourty-five (6045)~~ calendar days prior to the Board's consideration of the proposed calendar; provided however that if calendar modifications are necessitated due to school closures caused by emergency conditions, proposed revisions will be presented to the Association and the ~~sixty-fourty-five (6045)~~ calendar day notice shall not apply. During the forty-five (45) day period, the District will provide responses to Association feedback within (4) four regular work days of receipt. The Superintendent or designee will attempt to resolve any differences regarding the calendar.
 - In the event of disagreement between the Association and the Superintendent, the Association may present its calendar with appropriate rationale directly to the Board for consideration.

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- c. If the Board rejects any of the Association's recommendations, the Chairperson of the Board shall notify the Association in writing of the reason(s) for the rejection.
- d. The District shall give the Association at least forty (40) days notice prior to the District's proposed calendar change for specific unit members. The District and Association shall collaborate in addressing any difference on a proposed calendar change.
- e. In the event of an unresolved issue on a proposed calendar change for specific unit members, the Association, within the forty (40) days notice, may present its desired calendar with appropriate rationale to the Superintendent for review and a final calendar decision.
- f. The process outlined in a-e above shall be used to establish a standard schedule, by level, which shall include either student early release or late start, and may include full day release.
 1. The calendar(s) and standard schedules approved by the Board for each level will meet or exceed the minimum hours of student instructional time established in Oregon Administrative Rules, with crediting of hours for recess, parent-teacher conferences, or professional development as determined by the Board in its sole discretion.
 2. The District standard schedules will not increase the instructional hours of teachers at any level, annualized over the year, beyond 920 hours for grades K-5, 945 hours for grades 6-8, and 1,012 hours for grades 9-12, unless: (a) the Association gives its written consent or (b) it is necessary to meet state minimum hour requirements.
 3. The Board shall adopt the schedule upon recommendation of the Superintendent.

10.2.5 With the mutual written agreement of the District and a counselor, nurse, or SSD member, the days in the work year may be arranged to include more summer days and fewer regular school-year days so long as the total remains the same as other members are assigned. The member will collaborate with their administrator to select which regular school days will be substituted for summer days already worked.

10.3 EMERGENCY SCHOOL CLOSURES:

Whenever hazardous weather forces school closures for students, the Superintendent will notify unit members regarding whether they must report for duty by following the same procedures they use to notify students and parents of the emergency school closure. When hazardous weather conditions make it imprudent for a reasonable person to travel to the unit member's assigned school, the unit member should notify the principal or immediate supervisor immediately. This shall be District-wide policy.

Individuals not in attendance will have the option of using a personal leave day, vacation time if they are entitled to such a benefit, or they may take unpaid personal leave. The provision will not be applied when there is an emergency school closure for unit members as well as students.

10.4 EXTENDED CONTRACT FOR STANDARDS-BASED FORMATIVE ASSESSMENTS:

The District will annually allocate a pool of thirty thousand dollars (\$30,000) to compensate members for creating standards-based formative assessments. Each unit member with assessment responsibilities in or connected to state-tested subject areas will be provided up to six (6) hours additional compensation at the per diem rate for additional work outside the member's workday creating formative assessments aligned to state standards. Such work will be completed after collaborating with the building administrator. Upon an administrator's request, members will provide the assessment(s) created to be included in a bank of assessments accessible to other members. If funding requests exceed the pool, compensation will be prorated. It is the member's responsibility to complete the District-provided form and submit it to Human Resources by May 1.

10.5 STAFF DEVELOPMENT AND PROFESSIONAL PLANNING DAYS:

10.5.1 The District may require unit members to participate in mandatory staff development provided it is during the workday unless the workday is designated as a teacher planning day by the terms of this Agreement.

10.5.2 If unit members voluntarily participate in paid staff development outside paid contract time, they will be paid at a daily rate of \$328 (for eight [8] hours) or an hourly rate of \$41.00.

10.5.3 The work year shall include a unit member professional planning day as the first day of the scheduled work year.

10.5.4 The academic year includes two professional development/ planning days. On those days, the District will provide full-time members with at least two (2) hours of uninterrupted preparation time on site. The preceding will be prorated for part-time employees.

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10.6 SPLIT-SHIFT SCHEDULE:

Part-time unit members will not be required to work a split-shift schedule. A split-shift schedule is when a unit member's work day schedule is split by any unpaid time that exceeds a total of 45 minutes at a single school. A unit member who volunteers to work a split-shift schedule at a single school will be paid a .065 FTE stipend. This stipend will be included as salary compensation and will be considered as such in determining all benefits. The District will inform the Association of all positions that will include a split-shift prior to posting and at the conclusion of the displacement process in September.

10.7 PART-TIME FTE CALCULATION:

Part-time unit member FTE will be calculated as follows: assigned weekly student instructional minutes divided by assigned weekly student instructional minutes of a similar 1.0 FTE assignment at the same site. The resultant number will be rounded up to the hundredth place.

By October 15 and March 15 of each school year, the District will report to JCAC any current FTE assignments that are 0.45 – 0.49.

10.8 EXTENDED WORK YEAR:

10.8.1 School psychologists, special education consultants, special education teachers, speech language pathologists, and nurses shall have a work year of 194 days. The additional days will be scheduled immediately before the contract year unless the member and administration mutually agree otherwise, and will be paid at the per diem rate.

10.8.2 Each comprehensive high school ~~has up to 14, ECCO has up to 10, and each middle school has up to 3 additional days to allocate to counselors required to work~~ will be allocated seven (7) additional days per counselor for work beyond the school year. Each middle school will be allocated five (5) additional days per counselor for work beyond the school year. Each middle and high school media specialist/teacher librarian has up to 15 additional days ~~to allocated to media specialists required to work beyond the school year. Up to four (4) additional workdays for Each Elementary Media Specialist/Teacher Librarians has eight (8) additional days allocated for work beyond the school year, and two (2) additional days for each additional building assigned. All additional work days under this section must be scheduled in advance with the building administrator, shall be allowed at the discretion of the District.~~ Additional days will be paid at the member's per diem rate and will be prorated based on FTE.

10.8.3 Summer professional development may be required during the three days immediately prior to the work year. When required, notice will be provided to affected members and the Association by spring break, or to new hires at the time of hire. Any member who has a legitimate pre-scheduled conflict will be excused from this assignment upon notice to their administrator. Members in attendance shall be paid at the per diem rate.

~~10.8.3~~ 10.8.4 English Language Development ("ELD") teachers have one (1) additional day allocated for work outside the school year. The additional days will be scheduled immediately before the contract year unless the member and administration mutually agree otherwise, and will be placed at the per diem rate.

ARTICLE 11 - POSTING, DISPLACEMENT, AND TRANSFER

11.1 POSTING:

11.1.1 Postings for the following school year shall begin with a job expo for qualified bargaining unit members. The District shall post all known vacancies in accordance with this article.

11.1.2 Bargaining unit positions in the District Student Services Department (SSD) can be posted in an exclusive three-week posting session with a different beginning and ending date.

11.1.3 During the job expo, the District shall post all known vacancies for exclusive application by qualified bargaining unit members via email to all members.

Positions known to be vacant for the subsequent school year but not posted until after the job expo remain subject to all provisions of Article 11.1, including an initial exclusive five (5) day posting period for qualified bargaining unit members.

11.1.4 For all postings, "qualified bargaining unit members" are defined as applicants who meet the posted position requirements who have contract status or probationary status, except for temporary bargaining unit members whose temporary assignment started after November 1 of that school year. Qualified bargaining unit members

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will also include any temporary member assigned after November 1 to a demonstrated difficult to fill position. The Association and the District will jointly identify such positions.

- 11.1.5 Except during the job expo all job posting notices shall:
- a. Include the requirements for the position(s) and the posting date.
 - b. Be posted on the District’s web page.
 - c. Be posted for a minimum of five working days during the school year and five week days exclusive of July 4 after the school year through July 31.
- 11.1.6 An electronic copy of every job posting shall be available to the Association and to unit members via the District’s website.
- 11.1.7 Except for vacancies posted during the job expo, no vacancy posted during the school year shall be filled until five (5) working days after the posting of the vacancy. After the last day of the contract year and until July 31, no posting shall be filled until five (5) weekdays (excluding weekends and holidays) after the posting of the vacancy.
- 11.1.8 Qualified bargaining unit members who wish to apply for a posted position must submit the electronic application provided by the Human Resources Department.
- a. The Human Resources Department will determine qualified unit members by screening applicants to determine that they meet the posted position requirements.
 1. Applicants who submitted comprehensive applications through the online application system and who do not meet posted requirements will be notified.
 2. Qualified applicants with contract or third year probationary status who meet posted requirements will be interviewed; first and second year probationary teachers, temporary teachers, and unit members without a TSPC license may be interviewed.
 - b. Vacancies posted during the job expo shall be filled by a qualified bargaining unit member applicant provided that at least two (2) qualified unit members are available for the position at the time the vacancy is filled.
 - c. After the job expo, the District will have the sole discretion to select any qualified applicant, without regard to bargaining unit membership, to fill a posted position (unfilled or newly vacant position) for the subsequent school year.
 - d. Except during the job expo, as soon as a decision is made on a finalist for a position, all applicants shall be notified.
- 11.1.9 A school identified by the superintendent as “targeted” may post positions prior to the job expo.
- Bargaining unit members who would prefer not to remain at a newly targeted school may request a transfer and will be treated according to the process already in place for dealing with transfers resulting from school closures. Acceptance of any transfer is subject to the unit member’s approval.

11.2 DISPLACEMENT:

- 11.2.1 The District can displace a unit member to another building for these reasons: loss of building FTE, program need, curriculum changes or reduction in student enrollment. The District's decision to displace a member and use of these reasons shall not be an arbitrary or capricious decision or use.
- 11.2.2 A unit member who believes that their displacement violates the terms of Section 11.2.1 may appeal their displacement to a review panel, made up of two (2) members each, appointed by the District and Association. The District shall have the burden of proving the displacement decision and use of the reasons were not arbitrary or capricious. If the panel is not able to reach a consensus decision, the Superintendent shall make a final decision. The exclusive remedy for a ruling in favor of the member shall be the member's right to apply Section 11.5.4 below or, if timely, the right to return to the building position from which they were displaced.
- 11.2.3 Prior to the beginning of the job expo, unit members who will be partially or fully displaced from their current worksite/building will be notified about their displacement.
- 11.2.4 During the job expo displaced unit members will be given the opportunity to interview for vacancies within matching areas of licensure and qualifications, and if not selected through the interview process will be placed by

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Human Resources in accordance with the displaced member's full or part-time rights. Unit member preferences will be considered a high priority.

- a. Once qualified displaced unit members have been offered positions within area(s) of licensure, other vacancies in this/these area(s) of licensure will be posted. Up to and including August 1 of each school year, if a position becomes open at the site from which a unit member was displaced and the position is substantially the same as the position from which the unit member was displaced, the unit member will be given the option of returning to that position.

If a position that is not substantially the same becomes open at the original site, and the unit member is licensed and qualified, the unit member may express an interest in filling that position. However, such an arrangement must be mutually agreed upon by the unit member, the administrator at the site, and (if applicable) the member's new administrator.

11.3 PART-TIME TEACHERS MOVING TO FULL TIME:

11.3.1 The District will facilitate the process by which part-time contract unit members can move to full-time employment by notifying such members of the job expo at least one week prior to the job expo.

11.3.2 The FTE of a part-time member may be increased to full-time for the following school year for the purpose of the assignment (FOPA). In this circumstance, the member retains part-time job rights only. If the part-time member remains in a full-time position for the second consecutive year, the employee's status changes to full-time.

11.4 VOLUNTARY TRANSFER:

11.4.1 Voluntary transfers may occur under the following conditions:

- a. Two qualified unit members may express an interest in trading positions and worksites. To initiate a position trade, the involved unit members must:
 1. Receive the approval of the supervising administrators at the respective worksites.
 2. Send written notice to the Human Resources Department, which includes the names of the unit members, their respective teacher licensure, the worksites involved in the trade, and a description of the specific assignments.
 3. Position trades must have the approval of the Human Resources Department.

11.5 INVOLUNTARY TRANSFER

11.5.1 An involuntary transfer will be made only after a meeting between the transferee, the administrator recommending the transfer, and a witness of the unit member's choice, at which time the specific reason(s) for the transfer will be presented in writing.

11.5.2 Notice of involuntary transfer shall be given as soon as the decision to transfer is made by the District.

11.5.3 A unit member's involuntary transfer from one building to another shall only be made after all possibilities of a voluntary transfer as described in sections 11.1 and 11.4 have been exhausted, except when the member is transferred involuntarily for unsatisfactory performance, then sections 11.5.1, 11.5.2, and 11.5.4 do not apply.

11.5.4 Any contract unit member who is in a position to which they were involuntarily transferred during the past school year shall be given priority consideration for any vacancy posted on or before June 1 for which they apply and meet the posted position requirements. Provisions of this paragraph shall not apply in those circumstances where a unit member is applying to transfer to the building from which they were involuntarily transferred.

~~11.6 VOLUNTARY TRANSFER REVIEW COMMITTEE:~~

~~The Association and the District agree that fostering opportunities for unit members to voluntarily transfer between buildings and departments can be one of several avenues for promoting professional growth and renewal. In this endeavor, the parties will form, from time to time, a committee of six members, three appointed by the Association and three appointed by the District, to explore methods by which opportunities for voluntary transfer can be promoted. The committee shall operate under the terms of Article 16.~~

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~~11.711.6~~ TRANSFER STIPEND FUND:

The District shall budget fifteen thousand dollars (\$15,000.00) annually to be used to promote and assist unit members to change teaching positions. The Director of Human Resources or their designee shall consult with the Association on expenditure of this fund.

ARTICLE 12 - RIGHTS OF PROFESSIONAL UNIT MEMBERS

12.1 SUSPENSION:

Any suspension of a contract or probationary professional unit member pending the District's initiation of the contract unit member's dismissal or reinstatement or the probationary unit member's discharge or reinstatement, shall be with pay.

12.2 STUDENT TEACHING PROGRAM:

Unit members may indicate in writing or verbally a willingness to participate in a student teaching program, but if an insufficient number of qualified unit members indicate a willingness to participate in the program, the District may request unit members volunteer for the program.

12.3 GRADING OF STUDENTS:

Within the framework of statewide and District standards, the unit member shall maintain the exclusive right and responsibility to determine grades and other evaluations of students relating to their classroom performance. No grade or evaluation given by the unit member shall be changed without the approval of the unit member, unless the student, parent(s), or legal guardian(s) file an appeal with the building principal.

12.3.1 Appeals shall be heard by a review panel consisting of the unit member, building principal, and a third member who shall act as chairperson, appointed by the other two.

12.3.2 The panel may change the grade, establish additional requirements, or refuse the appeal.

12.3.3 The review panel's decision shall be final and binding.

12.3.4 If the unit member has left the District or otherwise is unavailable, the Association shall appoint a unit member as a representative.

12.3.5 All academic credit awarded by District employees or their designees must only be done by TSPC licensed District employees.

12.4 PERSONAL LIFE:

The Board recognizes that the personal life of a unit member is not an appropriate concern of the Board or of the administrative staff, except as it affects the unit member's work performance, student relationships, the regular operation of the school, or except as it may impinge on statutory responsibilities of the Board.

12.5 ACADEMIC FREEDOM:

The District and the Association agree that academic freedom is essential to the fulfillment of the purpose of the District, and they acknowledge the fundamental need to protect unit members from any censorship or restraint that might interfere with their obligation to pursue truth in the performance of their teaching functions. Accordingly, they agree as follows:

12.5.1 Controversial Material: Unit members shall be guaranteed full freedom in classroom presentations and discussions and may introduce politically, religiously, or otherwise controversial material, provided only that said material is relevant to the course content and is not disruptive to the educational process.

12.5.2 Personal Opinion: In performing their teaching function, unit members shall be guaranteed full freedom in expressing their personal opinions on all matters relevant to the course content provided when they do they shall indicate that they are speaking personally and not on behalf of the school, its administration, or the District.

12.6 JUST CAUSE:

12.6.1 No unit member shall be reprimanded in writing, suspended without pay, or reduced in rank or compensation without just cause.

12.6.2 Termination of a unit member's extra duty assignment may be appealed through the grievance procedure only to the Board for final determination.

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- 12.6.3 A non-renewed or dismissed probationary unit member shall be entitled to a hearing before the school board.
- 12.6.4 During the third year of employment, a probationary unit member may appeal to binding arbitration, a claim that there was during the third year a substantial procedural violation of the then existing evaluation procedure established by the Board.
- 12.6.5 Any unit member employed in a position that does not require a TSPC license who has been employed by the District for a period of not fewer than three (3) successive years and who has been reelected by the District after the completion of such three (3) year period the next succeeding school year shall only be dismissed with just cause.
- 12.6.6 The specific reasons forming the basis for termination will be made available to the unit member on request.
- 12.6.7 The District has the burden of proving a recommendation for dismissal of a contract unit member is not arbitrary at the hearing before the school board, if the unit member chooses to have a school board hearing as provided by the dismissal law for contract teachers.

12.7 DISMISSAL APPEAL FOR CONTRACT UNIT MEMBERS:

Contract unit members have the right to appeal a dismissal or non-extension to the Fair Dismissal Appeals Board pursuant to state law, ORS 342.805 to ORS 342.910

12.8 REQUIRED MEETINGS OR HEARINGS:

Whenever any unit member is required to appear before the Superintendent, Board, or any committee or member thereof about matters which are covered by the Fair Dismissal Law or the just cause provision of this Agreement, the unit member shall be given prior written notice of the specific reason(s) for the meeting or interview and shall be entitled to be represented by a person of their choice to provide advice during the meeting or interview. Any administrative leave by the District of a professional unit member pending charges shall be with pay.

12.9 CRITICISM OF UNIT MEMBERS:

- 12.9.1 Any criticism by a supervisor, administrator, ~~parent~~, or Board member of a unit member and their job performance shall be made in confidence to the unit member and not in the presence of students, other unit members, or parents.
- 12.9.2 The Association agrees to urge its membership to apply the same standard to unit member criticism of the Superintendent, District administrators, Board members, and fellow unit members. The intent of this clause is not to stifle the evaluation process or to hinder the resolution of classroom problems.
- 12.9.3 Bargaining unit members shall be given timely notice of any parent or student complaint about a bargaining unit member's performance before the complaint can be used in the evaluation of a bargaining unit member's performance evaluation or discipline.

12.10 COMPLAINTS ABOUT UNIT MEMBERS:

- 12.10.1 Use of Unproven Complaints--When the District administration investigates, evaluates, or criticizes a unit member's conduct for alleged child abuse as defined by ORS 419B.005, or sexual harassment of students in violation of District policy, in any manner other than as described in Article 12.6.1, Just Cause, whether in the form of a directive or otherwise, and record thereof appears in the personnel file, the investigative results, evaluation or criticism shall not be admissible in any subsequent disciplinary proceeding against the unit member, except for the sole purpose of establishing that the unit member was on notice of the impropriety of such or similar conduct.
- 12.10.2 Notice Provisions--If any student or parent complaint is not shared with the employee within eighteen (18) months of the event complained of, the District cannot use the complaint in any disciplinary action.

If the complaint is shared with the employee and no disciplinary action is taken within 120 days of the complaint, the complaint cannot be used, except that any directive issued as a result of the complaint may be used only as prior notice of unacceptable conduct. The timelines in this section do not limit the right of the District to investigate and take disciplinary action for complaints associated with alleged boundary violations, sexual misconduct, abuse and/or violence.

12.11 NONDISCRIMINATION:

The provisions of this Agreement shall be applied equally to all unit members in compliance with the applicable law against discrimination as to race, color, creed, sexual orientation, national origin, age, sex, marital status, disability, gender identity, religion, or other legally protected status. Any member who alleges discrimination under this Article shall have the right to seek resolution through the applicable District complaint procedure, as further provided in District policy and administrative

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rule. A complainant may choose to have Association representation during the complaint process. Based on the availability of District complaint procedures and legal remedies, Article 3 contract grievance procedures do not apply.

12.12 REDUCTION AND RECALL OF STAFF:

12.12.1 REDUCTION: Contract and probationary unit members shall be released in inverse order of their length of current continuous service with the District. Full-time contract and probationary unit members assigned to positions that are not covered by ORS 342.845 shall not be employed on a part-time basis without their consent except under the terms of Section 12.12. Consideration shall be given to licensure.

- a. When two or more unit members are equally qualified by licensure and seniority, preference shall be determined by the following:
 - Special qualifications
 - Relevant experience outside the District
 - District program requirements
 - Affirmative Action goals
 - Increased level of training
- b. A contract unit member who would otherwise be laid off under this Section shall have the right to displace a probationary unit member whose assignment the contract unit member is licensed and/or qualified to perform.
- c. The provisions of ORS 342.934 shall be strictly complied with and all other provisions of this article are expressly made subordinate to the District's compliance with the requirements of ORS 342.934.

12.12.2 REASSIGNMENT: Subsequent to any Board action to eliminate positions in accordance with Section 12.12.1 of this Agreement and ORS 342.934, the following shall apply:

- a. Any position(s) that has been posted at the time of the Board action to eliminate positions will be filled in accordance with Contract Article 11.
- b. Notwithstanding "a" above, the requirements of Article 11 do not apply for twenty (20) calendar days following the reduction-in-force action or until the Human Resources Office has completed reassignment of unit members to positions created by the reduction-in-force, whichever occurs first.
- c. If a vacancy(ies) created by retirement or leave(s) occurs within the twenty (20) calendar days referred to in "b" above, it/they may be used for unit member reassignments without following the requirements of Article 11.
- d. Any positions not filled with reassigned unit members within such twenty (20) days will be filled in accordance with Article 11.
- e. Any reassigned teacher has the option of immediately applying under Article 11 for voluntary transfer to a different position.

12.12.3 RECALL: When any contract or probationary unit member is released, the District will recall contract and probationary unit members in inverse order of their release, with consideration being given to the same criteria as set forth in the foregoing reduction provision.

- a. The right to be recalled shall continue for twenty-seven (27) months following the unit member's last District duty day unless the unit member has resigned in writing earlier.
- b. Laid off members shall be responsible for notifying Human Resources of a telephone number and email address through which they can be reached. Any laid off member may provide Human Resources written authorization designating another person as their exclusive representative to accept or reject an offer for a position on the member's behalf. Laid off members, or designee thereof, will be contacted by telephone/voicemail and email to be offered a position, and shall respond within seventy-two (72) hours following the email. The District will assume its offer for a position is rejected if: (1) the laid off member does not respond within 72 hours of the email from the District; (2) the member responds and declines; or (3) the District cannot reach the member at their last known email.

A laid off full-time member who rejects an offer of a full-time position will lose all recall rights and thereafter will be considered only as a new hire. A laid off part-time member who rejects an offer of a part-time position will lose all recall rights. However a member who fails to respond to the District's offer for a position within 72 hours will not lose all recall rights but will have one final opportunity to be placed back on the recall list.

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Members who accept a position will report for work within seven (7) days, unless: (1) such member is under contract with another school district and is unable to obtain a release from the 60-day notice, in which case the member will have up to 60 days to report, or (2) reporting within seven (7) days will present undue hardship to the member and the member and District have agreed in writing to an alternate reporting date. A member who fails to report within the timelines herein will lose all recall rights and thereafter will be considered only as a new hire.

12.13 SAFE LEARNING ENVIRONMENT

The parties agree that safety and fostering healthy student social-emotional behaviors are important priorities, requiring mutual efforts to ensure a safe learning environment. All staff, including administrators, will share in the responsibility for the well-being of all.

12.13.1 Communication: the District will make information about Multi-Tiered Systems of Support (MTSS) readily accessible to all staff, including:

- a. District-wide Student Behavior Support Flowchart [BARGAINING NOTE: NAME MAY CHANGE]
- b. School-specific Student Behavior Support details, including whom to contact for immediate assistance
- c. A standardized Request for Assistance form
- d. Standardized documentation systems for work environments referenced in Article 7.4.d, referrals and room clears.

12.13.2 Options for Student Support: in situations where student behavior poses a significant safety concern and documentation is available as to the specific behavior of concern (such as intensity, frequency, and interventions provided) - options for support will be made available. For students receiving Special Education services, any changes remain subject to IEP process requirements. The intent of this provision is to provide support to the classroom and not a means for evaluating teachers. Options may include, but are not limited to:

- a. Instructional support in the form of behavioral and intervention strategies;
- b. Support for parent/family or guardian as appropriate;
- c. Support from a 4J behavior specialist;
- d. Short-term educational assistant assigned to the particular situation for data collection and/or implementation of school-created student plans;
- e. Assignment of itinerant educational assistants to meet urgent needs.

12.13.3 Training: the District shall ensure that all supports are available for will provide training to facilitate a safe learning environment. Options may include, but are not limited to including but not limited to:

- a. Providing site-specific trainings for staff on maintaining a safe school environment.
- b. Providing professional development time before the first student day designed to update staff on district and school-specific MTSS systems, including review of Policy JGAB (Restraint/Seclusion), district and school specific Student Support Flowcharts and procedures for documentation and how to request support.

~~12.13~~12.14 STUDENT DISCIPLINE PROCEDURE:

The District will provide each unit member with a written student discipline procedure at the beginning of each school year. This procedure will specify the rights, duties, and responsibilities of unit members in the student discipline procedure.

~~12.14~~12.15 WORK LOAD:

The purpose of this Section is to achieve an equitable work load distribution by providing an orderly procedure for individual unit member's work load complaints to be processed through an Equity-Workload Committee to the Superintendent for a final decision.

~~12.14~~12.15.1 UNIT MEMBER PARTICIPATION: An Equity-Workload Committee shall have the responsibility to review work load complaints and to recommend solutions to work load problems.

- a. The committee shall consist of two (2) unit members and two (2) administrators. The unit members shall be appointed by the Association and the administrators by the District.

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- b. If the unit member believes the inequity is not resolved after the meeting with the principal, then they must submit a written statement describing the ~~work load~~workload inequity to the principal and the parties shall attempt to reach a solution at the building level. If a solution is reached within ten (10) days, the process ends there.
- c. If the solution of the principal continues to be unacceptable to the unit member, the unit member can submit a statement of the inequity to the Director of Human Resources and the President of the Association and to the ~~Equity-Workload~~Committee.
- d. The ~~Equity-Workload~~Committee will be selected according to Section 12.14.1.a to investigate the problem and recommend a solution to the Superintendent.
- e. The Superintendent shall make the final decision.

~~12.14.2~~12.15.2 LIMITATION: Any state or federal law, rule or regulation including IDEA shall be complied with and given precedence over the Section entitled ~~Work Load~~Workload as outlined above. The above language is further qualified in that it should be interpreted strictly in accordance with ERB's scope of bargaining rulings and will apply only to the extent that such language is a mandatory subject of bargaining under the rulings of the Employment Relations Board.

~~12.15~~12.16 PROBATIONARY PERIOD:

A unit member, who at the time of hire has been a contract teacher under Oregon law at any time within the two year period prior to being hired, will have a two year probationary period before being eligible to become a contract teacher under Oregon law.

~~12.16~~12.17 PERSONNEL FILE:

A unit member shall be given or mailed a copy of any document before it is used as evidence to support a disciplinary decision.

~~12.17~~12.18 PLAN OF ASSISTANCE:

~~12.17.1~~12.18.1 TOLLED GRIEVANCE: A unit member's right to file a grievance while on a plan of assistance is limited by ORS 342.895(5). During the time of this limitation, a unit member who has a basis for filing a grievance based on the plan of assistance will make every effort to give the District written notice of a possible grievance within ten (10) days of when the unit member could have reasonably known of the basis for the grievance.

~~12.17.2~~12.18.2 PEER ASSISTANCE: The District or the Association may wish to have a joint committee study and make recommendations on the terms and conditions for using peer assistance with a plan of assistance and evaluation. Such a joint committee would commence upon written request by the Association or the District.

~~12.18~~12.19 USE OF VIDEO:

The District may use video recording of a bargaining unit member's performance as part of a plan of assistance. The video record, and any evidence of having made a video recording, cannot be used as evidence in a subsequent dismissal hearing without the mutual consent of the unit member and the District.

~~12.19~~12.20 PARENT MEETINGS:

A unit member has the right to administrative support at any meeting with a parent if conditions indicate the need for administrative support.

ARTICLE 13 - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

13.1 TUITION REIMBURSEMENT:

Unit members shall be reimbursed the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training seminars or other such expenses which a unit member is required and/or requested to take by the Administration.

13.2 DISTRICT INITIATED MEETINGS:

Participation by unit members in local, state, regional and national meetings shall be encouraged. Leaves will be granted without loss of pay for this purpose at the discretion of the Instruction Directors, in conjunction with the recommendations of

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the building principals. Selection of persons attending such meetings will be based on the needs of the individual, the building, and the District. These leaves are intended to be of short duration (one or two days each) and will be granted only as funds for professional involvement are available.

Attendance for these meetings generally is scheduled at the beginning of the school year, to the extent possible, to ensure equitable distribution among grade levels and subject areas.

13.3 COOPERATING TEACHERS ACCOUNT:

The District and the Association will jointly plan, negotiate and implement the District's cooperating teachers contract (teacher training program) with the institutions of higher education. The District and the Association shall implement these joint responsibilities by joint committee under the terms of Article 16.

LIAISON COMPENSATION: If the District decides to select unit members to administer the District Cooperative Teacher Program, the unit member(s) shall be compensated under the following terms and conditions. The unit member(s) selected for this position shall be called "Liaison for Cooperating Teacher Program."

Liaison(s) will be selected by the District with input from EEA and will work with a designated District administrator. Liaison(s) will perform the responsibilities of the position during the regular teacher work year. The District is solely responsible for determining the number of Liaison positions. A Liaison position shall be filled under the terms of Section 5.2.1.

Compensation for the Liaison of the District Cooperating Teacher Program will be as follows:

- One liaison will be compensated at .2 FTE or equivalent salary as an extra duty assignment, or
- Two liaisons will be compensated at .1 FTE or equivalent salary as an extra duty assignment
- If an adjustment needs to be made to the FTE based on workload, it will be referred to the JCAC prior to implementation.

13.4 SUBSTITUTES:

District agrees to use licensed and, whenever possible, fully qualified substitutes to replace absent unit members.

13.4.1 A list of all available substitutes detailing their area of specialty and type of license shall be made available to all unit members.

13.4.2 The absent unit member may indicate their preference for a substitute.

13.5 PROFESSIONAL DEVELOPMENT COMMITTEE:

The purpose of the Professional Development Committee shall be to (1) advise the Assistant Superintendent or designee of Instruction on teacher professional development; (2) discuss current issues related to professional development; and (3) make recommendations to the Superintendent, when appropriate, for implementation, action and/or review. The responsibilities of the Professional Development Committee may be performed by the JCAC.

13.5.1 The Committee will be comprised of ten (10) members, five (5) of whom will be appointed by the EEA President and five (5) by the ~~Assistant Superintendent for Instruction~~ or designee.

a. There shall be co-chairs, one each designated by the parties.

13.5.1b. The co-chairs shall be responsible for having the committee agree on its operating rules, schedule, and how it will achieve its goal set by the District and Association.

13.5.2 The committee shall meet at least twice annually; once at the beginning of fall term and once at the beginning of spring term.

13.5.3 The committee at ~~its~~ the discretion of the Superintendent or on call of the Assistant Superintendent for Instruction or ~~their~~ designee may initiate other meetings as needed throughout the school year.

13.5.4 The advice and/or decisions of this committee shall not be arbitrable.

13.6 THIRD-PARTY BILLING:

~~Those Student Services Department staff who routinely complete third party billing to Medicaid will annually determine how to allocate the portion of the third party billing revenue allocated by the District to the Student Services Department. The District shall annually allocate fifteen percent (15%) of the annual net billing revenue the District receives from Medicaid. This amount is the gross general fund Medicaid revenue less the State of Oregon Medicaid deduction. The funds may be~~

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~~used to purchase professionally related materials, supplies, and equipment for staff development or for extended contract compensation.~~ The District will pay for the special license required for third-party billing that is in addition to the unit member's regular license. The District will provide clerical support for the paperwork associated with third-party billing. The District will report on the distribution of the revenue annually in JCAC.

13.7 SPECIAL EDUCATION:

- 13.7.1 SPECIAL EDUCATION RELEASE TIME, STIPENDS AND IEP POOL: Release days will be provided to the unit members ~~identified in Section 13.7.1 in positions where they have primary responsibility~~ for conducting Individual Education Plan (IEP) meetings and writing IEPs. The release days are to be used for Individual Education Plan (IEP) meetings and writing IEPs.
- a. Each SSD full time position assigned for instruction of students with disabilities (per IDEA) will receive five (5) days of release time and a stipend equal to two (2) days at their per diem rate. Any less than full time unit members with this primary responsibility will receive a proportional amount of release days based on their FTE and the two-day stipend at their prorated per diem rate.
 - b. Each SSD full time unit member assigned to provide speech and language services will receive three (3) days of release time and a stipend equal to three (3) days at their per diem rate. Any less than full time unit members with this primary responsibility will receive a proportional amount of release days and the three (3) days stipend at their prorated per diem rate.
 - c. The release days are to be used for the above purposes. Unit members scheduling release days shall make all efforts to spread the release days out to avoid program disruption. The use of release days is subject to substitute teacher availability. The release days can be shared only with other unit members at each site for the purpose of attending IEP meetings or completing IEPs. The release time may be converted to the substitute rate.
 - d. Each SSD position primarily assigned instructional, related services or consultant/ evaluation responsibilities in the positions of School Psychologists, Special Education Consultants, Autism Consultants, Behavior Consultants, Physical Therapists, Occupational Therapists, Adapted PE Specialists, and Assistive Technology Specialists will receive a stipend equal to two (2) days at their per diem rate.
 - ~~d.c.~~ Each SSD unit member assigned to a Life Skills teaching position shall receive a stipend equal to 14%. All Life Skills teachers will be required to pass the physical capacities examination prior to employment as a Life Skills teacher in the District.
- 13.7.2 SCHEDULING EXTRA DUTY STIPEND: Each middle and high school will be provided four (4) days a year of extra duty stipend for unit members who are assigned responsibility for scheduling the classes for special education students. The stipend will be paid at the unit member's per diem rate.
- 13.7.3 RELEASE TIME FOR TRANSITION MEETINGS AND IEPs: There will be a twenty (20) day pool of release days for unit members for transition meetings and IEPs. Requests must be approved by an SSD administrator.
- 13.7.4 IEP/504 POOL: The District will annually allocate ~~one one-hundred and twenty-ninety~~ thousand dollars (\$~~120~~190,000) for members to receive up to a total of ~~twelve-fifteen~~ (~~12~~15) hours of additional compensation based on their per diem rate for participating in IEP or 504 meetings during scheduled planning days, scheduled preparation time, or outside the member's workday. Meeting time will be accumulated in 15-minute increments and recorded on the IEP/504 log form.
- Any remaining funds will be distributed among all members who submitted hours up to the number of hours that they submitted initially. In the event requests for funding are submitted which exceed the funding pool, compensation will be prorated. It is the bargaining unit member's responsibility to log their time on the District provided form and submit it no later than the second Friday in June to Human Resources. The District will report on the distribution of the pool annually to JCAC by the second meeting in October.
- 13.7.5 ITINERANT SSD STAFF PROFESSIONAL DEVELOPMENT: The District will provide professional development funds to itinerant SSD bargaining unit members equal to one day at the voluntary professional development rate, prorated by the member's FTE. Each occupational group of itinerant SSD unit members determines if the funds will be pooled or used on an individual basis. Upon a group's specific request and plan, the District will carry over unused pooled funds to the following year.

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- 13.7.6 EXTENDED WORK: Unit members who are authorized by an SSD administrator to provide special education services outside the standard work-year for unit members will be paid at the unit member's per diem rate.
- 13.7.7 CASE MANAGEMENT: Special Education teachers assigned to a building will receive ~~daily~~ case management time for the purpose of arranging and completing IEPs, performing required special education activities related to IDEA, and reporting progress. This time is not protected due to the requirements of special education teachers to support students throughout their school days. However, administrators will not assign teachers any non-case management duties during their case management period. Case management time will be allotted as follows:
- a. 30 minutes daily for elementary special education teachers;
 - b. 1 period per day for middle school special education teachers;
 - c. 1 period per day for high school special education teachers and post-high school transition special education teachers;
 - e.d. For A/B schedules, during one consistent case management period per five (5) day week, in collaboration with building administrators, case managers will address specific school-wide systemic needs related to special education.

13.8 TRAVELING/ITINERANT TEACHERS:

The District will communicate to all administrators at the beginning of each school year the rights and special working conditions for itinerant traveling teachers.

~~13.9~~ ~~ELEMENTARY AND SECONDARY EDUCATION ACT:~~

~~The District and Association agree that when changes required by implementation of the ESEA conflict with the terms of this Agreement, the Association shall seek a remedy using the contract grievance procedure.~~

~~When this Agreement is silent on changes required by ESEA, and where compliance with ESEA requirements cannot be addressed through methods that do not adversely impact bargaining unit members in terms of wages, hours or working conditions, the District and Association will bargain pursuant to the terms of ORS 243.712.~~

~~13.10~~ 13.9 LICENSED INTERNS:

Licensed interns will be compensated at .75 FTE for a full-time position or equivalent proration. Intern supervisors will be selected with input from the Association. Intern supervisors will be assigned .2 FTE unless the District, after collaborating with the Association, determines that assignment of the .2 FTE will have an adverse program impact, then the District can hire a qualified intern supervisor who is not a member of the Association bargaining unit. This article does not apply to administrative interns.

~~13.11~~ 13.10 ONLINE COURSES AND CURRICULUM:

Before providing online courses or curriculum, the District will notify the Association and will bargain on demand the impacts on working conditions, compensation, and other mandatory subjects pursuant to ORS 243.712.

~~13.12~~ 13.11 NEW EDUCATOR ORIENTATION AND MENTOR PROGRAM:

Newly hired educators attending the District induction orientation program outside the contract year will be paid for all hours of attendance at their per diem rate. Attendance may be required.

The District will create a mentoring program with intentional collaboration between administrative leads (Equity, Human Resources, and Instruction) and the Association.

13.12 NURSES:

Each nurse shall receive a stipend equal to 8%.

ARTICLE 14 – ASSOCIATION RIGHTS

14.1 ASSOCIATION ACCESS TO UNIT MEMBERS AND USE OF FACILITIES:

- 14.1.1 The District and the Association recognize that Association business should be conducted in an atmosphere that is mutually respectful and does not interfere with the educational process.

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- 14.1.2 The Association may use the District’s interschool mail service. Association mail may be placed in unit member mailboxes in the schools by official representatives of the Association. The Association may use District email to communicate with bargaining unit members about collective bargaining, contract maintenance, employment relations disputes, and Association business. Such use is 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.
- 14.1.3 The Association will have in each school building the exclusive use of a bulletin board, or space on a bulletin board, in a staff room or similar location.
- 14.1.4 The Association and its representatives may be present in school buildings, providing there is no interference with the normal school program or activities. The Association may use school rooms and other meeting rooms for Association meetings with members before or after regular building hours and during meal or break periods. Use of meeting rooms shall be cleared through the building principal. The Association will comply with District rules for visitors on District premises.
- 14.1.5 The Association has the right to meet with new bargaining unit employees within 30 calendar days of their hiring date for Association orientation. During pre-service, the District shall provide the Association with at least sixty (60) minutes to meet with new hires on paid time. After pre-service, the District will provide the Association thirty (30) minutes on a weekly basis to meet with staff newly hired that week on paid time. New employee orientation dates are established by the District.

14.2 OPEN SHOP:

Unit members have the right to join the Association, but membership in the Association shall not be required as a condition of employment.

ARTICLE 15 – DISTRICT’S RIGHTS AND RESPONSIBILITIES

15.1 DISTRICT RIGHTS:

It is recognized that the Board has and will continue to retain the rights and responsibilities to operate and manage the school system and its programs, facilities, properties, and activities of its unit members. Except as limited by this Agreement and applicable law, without limiting the generality of the foregoing above, it is expressly recognized that the Board’s rights and responsibilities include:

- 15.1.1 The right to determine location of the schools and other facilities of the school system;
- 15.1.2 The determination of the financial policies of the District;
- 15.1.3 The determination of the management, supervisory or administrative organization of each facility in the system and the selection of unit members for promotion to supervisory, management, or administrative positions;
- 15.1.4 The maintenance of discipline and control and use of school system property and facilities;
- 15.1.5 The determination of safety, health, and property protection measures;
- 15.1.6 The enforcement of rules and regulations now in effect and the establishment of new rules and regulations from time to time;
- 15.1.7 The direction and arrangement of all the working forces in the system, including hiring, suspending, discharging, disciplining or transferring unit members and maintaining files to carry out this function;
- 15.1.8 Relieving unit members from duty for poor or unacceptable work or for other legitimate reasons;
- 15.1.9 Creation, combination, modification or elimination of any teaching position;
- 15.1.10 The determination of the size of the working force, the allocation and assignment of work to unit members;
- 15.1.11 The determination of policies affecting the selection of unit members, and the establishment of quality standards and judgment of unit member performance;
- 15.1.12 The layout of the equipment to be used and the right to plan, direct, and control school activities;
- 15.1.13 The determination of the processes, techniques, methods and means of teaching and the subjects to be taught;

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- 15.1.14 The establishment of hours of employment;
- 15.1.15 The determination of the time, days, and manner of payment;
- 15.1.16 The scheduling of classes and assignments of work loads;
- 15.1.17 Selection of textbooks, teaching aids and materials; and
- 15.1.18 Assignment for all programs of an extracurricular nature.

ARTICLE 16 – JOINT COMMITTEES

- 16.1 Whenever the parties agree to create a joint committee by reference to this article, the joint committee’s authority, composition, and procedure shall be as described in this article.
 - 16.1.1 The committee shall be comprised of equal numbers of representatives appointed by the District and the Association. The parties in addition may each appoint one nonvoting member of a committee.
 - a. There shall be co-chairs, one each designated by the parties.
 - b. The co-chairs shall be responsible for having the committee agree on its operating rules, schedule, and how it will achieve its goal set by the District and Association.
 - c. The District and the Association shall provide assistance on effective committee procedure and process upon request.
 - d. Decisions shall be by consensus and if consensus is not possible the District and the Association shall intervene.
 - 16.1.2 The District and the Association shall provide the committee a written statement of the committee’s goal, operating timeline, and resources available to it before the committee’s first meeting.
 - 16.1.3 The District shall provide eighty-five (85) days of paid leave with a District paid substitute for unit members’ participation in joint committee responsibilities. At the discretion of the Association, up to 75 of the 85 days in Article 16.1.3 may be converted to licensed FTE at the current guest teacher rate plus fixed costs.
 - 16.1.4 All communications from the committee shall be approved by the committee and shall be communicated only to the District and the Association. The committee’s decisions and reports are non-binding recommendations to the District and the Association.
 - 16.1.5 The District and the Association agree that their representatives, while acting in the capacity as a committee member, are not either party’s bargaining representatives under ORS 243.650 to 243.782. The parties agree that the committee members can consider and discuss information and subjects and make recommendations in their report without being limited by the terms of ORS 243.650 to 243.782.

The District and the Association expressly agree their rights under ORS 243.650 to 243.782 and their Collective Bargaining Agreement shall not be diminished or affected by any action taken or report issued by the committee.
- 16.2 JOINT ADMINISTRATION COMMITTEE:

The District and Association will establish and jointly participate in a contract administration committee titled Joint Contract Administration Committee, hereinafter JCAC.

The purpose of the JCAC will be to: (a) review proposals from the District or Association to waive or modify any terms of the agreement, (b) discuss current issues, and (c) make recommendations to the Superintendent, when appropriate, for implementation, action and/or review.

 - 16.2.1 Decision Making: The JCAC will make decisions by consensus. If the JCAC is unable to reach agreement, action to modify or waive the agreement will not be taken except as provided by other terms of this agreement.
 - 16.2.2 Composition: The JCAC will be composed of at least two (2) representatives appointed by the District and two (2) representatives appointed by the Association. The JCAC membership composition may be changed as the District and Association deem appropriate.

ARTICLE 17 – CLASS SIZE

The District and Association recognize class size as a critical component of the District’s ability to achieve its educational mission, students’ opportunity to learn, and each teacher’s ability to be an effective educator. The parties agree that a mutual effort must be made to reduce class size in a collaborative pursuit of new federal, state, local, and other sources of funding that have been targeted for class size reduction.

ARTICLE 18 – SITE-BASED DECISION MAKING

18.1 SITE-BASED DECISION MAKING (SBDM):

The District and the Association believe that Site-Based Decision Making, a governance model in which unit members (teachers) and other stakeholders are given increased responsibility for making decisions with regard to their day-to-day affairs, has the potential to improve education, foster mutual respect, provide greater employee empowerment, improve the quality and extent of parent involvement, create an environment which is more responsible to the client needs and concerns, and encourage the collegial exchange of ideas. To this end, the parties pledge themselves to an honest and mutual examination and trial of site-based decision making.

18.2 THE DISTRICT SITE-BASED STEERING COMMITTEE (STEERING COMMITTEE):

This collaborative Committee shall be established for the purpose of helping guide and assist District staff with SBDM and shall be composed of the following:

- Six (6) Unit Members (Teachers) (May include the Association President)
- Three (3) Administrators
- Four (4) Parents
- Two (2) Classified Persons
- The Superintendent
- The OSEA Consultant and President (if not included above) as ex-officio
- The EEA Consultant and President (if not included above) as ex-officio
- The Human Resources Director as ex-officio
- One (1) School Board Member as ex-officio

18.2.1 District Site-Based Steering Committee Responsibilities: The Steering Committee will perform these major functions:

- a. Provide leadership and set direction for the implementation and management of SBDM. The Steering Committee will use the SBDM Study Committee’s Report and Recommendations as its foundation.
- b. Develop SBDM procedural guidelines and make them available to all District personnel.
- c. Develop a SBDM training program.
- d. Recommend sites for participation in SBDM.
- e. Establish procedures for responding to individual site questions and concerns regarding SBDM.
- f. Identify funds needed for SBDM and allocate SBDM funds to approved sites.

18.2.2 Work site or school site committee: The work or school site committee shall consist of at least the following:

- a. One-half of school or work site committee members shall be unit members. The unit members may be less than one-half and not less than the number needed for unit members to be the largest stakeholder group, if the site committee and at least seventy five percent (75%) of the school or work site unit members desire to have fewer unit members. The school or work site shall notify the District steering committee if the school or work site council has unit members as less than one-half (1/2) of its site council. Membership shall be voluntary. Unit members will be elected by unit members.
- b. Each school site committee shall include the following stakeholders: Unit members, administrators, classified employees, and parents.
- c. Each stakeholder group has a right to veto committee proposals. Work sites may request assistance from the Steering Committee to resolve issues.

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18.3 BOUNDARIES OR PARAMETERS OF SBDM:

Recognizing legal responsibilities, the parties agree that unless mutually agreed exceptions are made, they will adhere to:

- State and Federal Laws and Regulations
- District School Board Policies and District Regulations
- Collective Bargaining Agreements and memorandums between the District and its employee groups.

18.4 VOLUNTARY NATURE:

The parties agree to limit the scope of SBDM during this trial period of learning and exploration to:

18.4.1 Site Participation.

- a. Sites selected for participation from those that volunteer.
- b. Appropriate training will be required for each selected site.

18.4.2 Individual Participation.

- a. Unit members will participate on SBDM committees and in leadership roles on a voluntary basis.
- b. Unit members who choose not to participate in SBDM leadership or committee responsibilities will not be adversely evaluated.
- c. However, all staff at a SBDM site are responsible for implementing site decisions.

18.5 IMPLEMENTATION:

The District agrees to budget funds for SBDM training, compensation, and implementation.

18.5.1 Local sites approved for SBDM will be allocated funds by the Steering Committee for that purpose. Compensation, for Association members who assume leadership positions at the local site, shall be consistent with the terms of the contract.

18.5.2 Compensation for unit members who serve on school or work site councils or the District steering committee shall be paid three hundred and seventy five dollars (\$375.00) per year or portion thereof paid in the June payroll. If a unit member serves on multiple site councils including the District steering committee, the unit member will be paid for serving on each site council and the steering committee if it meets. A unit member eligible for this annual payment may choose to receive the payment as salary or expense reimbursement.

18.5.3 Site Compensation/Training plans will be reviewed and approved by the Steering Committee.

18.6 CREDIT FOR SITE COUNCIL PARTICIPATION:

There will be a minimum of three (3) credit hours offered per year for advancement on the salary schedule, for unit members who concurrently participate on a site council and complete the work required for the credit. A unit member can use up to a maximum of nine (9) credit hours earned under this Section for advancement on the salary schedule. The District and Association will appoint a joint committee to determine the criteria in addition to those in Section 4.5.5 for these credit hours.

18.7 WAIVERS:

The District and the Association each recognize that all legal contractual rights and obligations remain in full force and effect unless either party waives the right or obligation.

A request for waiver by a site shall be sent to the Steering Committee for consideration. They will forward to the District and the Association only those recommendations which the committee supports.

The Steering Committee may recommend to the District/Association that individual sites be given a waiver from a provision of existing policy, regulation, District practice, or a labor agreement.

18.8 SBDM FUNDS:

The funds necessary to implement SBDM will be allocated from areas other than staffing.

18.9 SAFETY NET CLAUSE:

The parties recognize that our mutual exploration of SBDM may result in unforeseen difficulties or problem areas. Since our initial foray into SBDM is largely experimental, we agree that either party may want to slow down or halt, at least temporarily, the movement toward SBDM. The safety net process is established for this purpose.

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To initiate the safety net process, the Association or District must send the other a letter stating the concerns and reasons for instituting the safety net. The parties shall then have thirty (30) days to resolve the initiating parties' concerns. If the concerns are not resolved after thirty (30) days, then all plans for extending approval for the addition of sites to SBDM shall be placed on "hold" until the parties reach agreement on how to proceed. The parties agree to use a mutually acceptable facilitator to bring resolution.

ARTICLE 19 – RETIRED TEACHERS' CONTRACT TERMS

19.1 HIRING RETIRED UNIT MEMBERS:

The District has the right to hire bargaining unit members and may, based on exceptional circumstances, decide to hire a retired bargaining unit member. In that event all the terms of this collective bargaining agreement apply to bargaining unit members who have retired from their employment with the District and who have been subsequently hired by the District except those terms listed in this Article.

19.2 SUPPLEMENTAL RETIREMENT BENEFITS:

The terms of Section 4.8 apply to a retired bargaining unit member and a retired member has exercised a one time option to use the benefits of Section 4.8 and is not eligible for the supplemental retirement benefits a second time.

19.3 INSURANCE ELIGIBILITY:

The retired bargaining unit member's District contribution for insurance and eligibility for insurance is as set forth in Section 4.8.1.f. If a retired bargaining unit member is not eligible for insurance under Section 4.8.1.f, then the retired bargaining unit member is eligible for insurance under the terms of Section 6.1.

19.4 SICK LEAVE ELIGIBILITY:

The retired bargaining unit member upon being reemployed has no accumulated sick leave and will earn sick leave based on contract hours worked (including all accessed paid leave), not to exceed 96 hours per year. Upon termination of employment any unused sick leave accumulated by a retired bargaining unit member has no value. All sections of Section 8.1 on sick leave not inconsistent with Section 19.4 shall apply to retired bargaining unit members except Sections 8.1.3, 8.1.9 and 8.1.10.

19.5 UNPAID LEAVE ELIGIBILITY:

A retired bargaining unit member is not eligible for unpaid leaves in Article 9 except for coordination of state and federal leave law in Section 9.4 with a retired bargaining unit member's available leave under Article 8.

19.6 APPLICATION OF ARTICLE 11:

The terms of Article 11 on posting, transfer, and vacancies do not apply to a retired bargaining unit member. If the District offers to employ a retired bargaining unit member in a position, then that position is not vacant under the terms of Article 11.

19.7 PROBATIONARY EMPLOYMENT STATUS:

A retired bargaining unit member's District employment status is as a temporary probationary teacher under the terms of ORS 342.805 to 342.937. The District can require a retired bargaining unit member as a condition of being hired to agree that the retired unit member's rights as a contract teacher ended upon retirement and that the retired unit member's District employment status is as a first year probationary teacher for the purposes of ORS 342.805 to 342.937, 342.513, 342.545, 342.850 and Section 12.6 of this contract.

19.8 EXCEPTION TO SECTION 12.12 FOR RETIRED UNIT MEMBERS:

The terms of Section 12.12 do not apply to a retired bargaining unit member.

19.9 CONSULTATION:

If a retired bargaining unit member will be employed in a bargaining unit position for a second consecutive work year after the work year of district retirement, the District will consult with the Association beginning with the second consecutive year and every consecutive year thereafter.

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19.10 NON-DISTRICT RETIREES:

The terms of Article 19 apply to unit members, hired after July 1, 2010, who have PERS or OPSRP retired from another district.

In witness whereof, the Association has caused this Agreement to be signed by its President and attested to by its Bargaining Chair and the Board has caused this Agreement to be signed by its Chairperson, attested by its Clerk.

By _____

By _____

ATTEST:

ATTEST:

By: _____

By: _____

Date: _____

Date: _____

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APPENDIX A – LICENSED PROFESSIONAL SALARY PLANS

APPENDIX A-1 – 191 DAYS

[WILL INSERT WAGE SCALES]

APPENDIX A-2 – 194 DAYS

[WILL INSERT WAGE SCALES]

APPENDIX A-3 – ATHLETICS

[WILL INSERT WAGE SCALES]

~~*The athletics schedule is based on a 191-day work year.~~

~~**During 2022-23, the parties intend to develop and approve a new athletics schedule.~~

~~***The grandfathered schedule applies to affected employees until the applicable stipend on the “new schedule” exceeds the stipend on the grandfathered schedule, or June 30, 2036, whichever is earlier, as further provided in Appendix F and the November 2020 MOA between the EEA and the district concerning athletics compensation.~~

APPENDIX A-4 – EXTRA DUTY NON-ATHLETICS

[WILL INSERT WAGE SCALES]

~~APPENDIX B—STUDY LEAVE CRITERIA~~

~~STUDY LEAVE CRITERIA~~

~~A) STUDY LEAVE PLAN:~~

~~Provide a complete description of your plan and all the activities you will engage in while on leave. Include timelines, coursework, itinerary, training, writing schedule, reading lists, programs, etc., in which you will be involved while on study leave. (Two (2) page maximum = possible 10 points.)~~

~~B) IMPROVING QUALITY OF INSTRUCTION FOR THE DISTRICT'S STUDENTS:~~

~~Describe in detail how your proposed study leave will improve the quality of instruction for the District's students. (One (1) page maximum = possible 5 points.)~~

~~C) IMPROVING INDIVIDUAL PROFESSIONALISM:~~

~~Describe how your proposed study leave will promote your individual educator skills and knowledge. (One (1) page maximum = possible 5 points.)~~

~~D) VALUE TO THE DISTRICT:~~

~~Discuss what you will do by way of follow-up during and after your leave and in what ways the District will thereby benefit from your study leave. (One (1) page maximum = possible 5 points.)~~

APPENDIX ~~C~~B – PERSONAL LEAVE RELIEF FUND

PERSONAL LEAVE RELIEF FUND: The Association and District will establish and manage a Personal Leave Relief Fund (PLRF) for active EEA bargaining unit members. The purpose of the PLRF is to provide financial assistance when a unit member's family member is experiencing a catastrophic circumstance and the unit member has exhausted all available paid leave. Catastrophic circumstances include the unit member's necessary care of a family member experiencing events such as life threatening illness, major surgery or debilitating illness or injury, which would result in the employee being on leave without pay for more than five (5) work days.

The Association and District will jointly and collaboratively manage the PLRF.

This agreement will continue unless either the District or Association gives one year notice of termination.

APPENDIX ~~D-C~~ – MISCELLANEOUS

AFFINITY GROUP FACILITATOR PAY

Student affinity group facilitators as assigned by the district shall be paid an annual stipend by program level: ~~\$25003,000~~/ high school; ~~\$15002,500~~/ middle school; and ~~\$1,000500~~/ elementary. The district reserves the right to award one or more affinity leader stipends to classified staff members. The District will add another paid affinity group facilitator if the affinity group is larger than 30 students at the elementary level or larger than 35 students at the secondary level.

[BARGAINING NOTE: THIS STIPEND WILL BE RETROACTIVE TO JULY 1, 2024]

DUAL-LANGUAGE PROGRAM TEACHER PAY

Teachers assigned to provide full-time dual-language immersion instruction in the partner language shall be paid an annual stipend of ~~\$2,5003,250~~. This stipend is to recognize the time spent translating and developing curriculum necessary for the delivery of instruction in the partner language. For teachers assigned less than full-time to dual-language immersion instruction, the stipend will be prorated based on the member's FTE directly assigned to providing instruction in the dual-language immersion partner language.

The district will make a good faith effort to provide members working in dual language immersion programs equivalent district-adopted materials used in English-only classes.

[BARGAINING NOTE: THIS STIPEND WILL BE RETROACTIVE TO JULY 1, 2024]

BILINGUAL AND FIRST LEARNED LANGUAGE DIFFERENTIAL

Educators will receive the differentials below on a monthly basis beginning on the month after certification provided the listed qualifications are met and at least ten percent (10%) of the student population at the educator's school first learned the educator's differential language.

Oral Language Differential: three percent (3%) (at the Masters+0, Step 1 step)

1. The educator has passed the qualifying bilingual differential language ORELA exam (listening/speaking components); or
2. Scored at the Advanced level on the STAMP/ACTFL/AAPPL oral assessment.

Full Language Differential six percent (6%) total (Oral plus Full) (at the Masters+0, Step 1 step)

1. The educator has passed the ORELA exam in the second language;
2. Scored at the Advanced level on the STAMP/ACTFL/AAPPL listening/speaking and reading/writing assessment in the qualifying bilingual differential language; or
- +3. Holds an endorsement in the qualifying bilingual differential language on their license.

CTE EXTENDED CONTRACT

Teachers of Career and Technical Education (CTE) will be provided up to twenty (20) hours per year extended contract for time spent purchasing necessary program supplies.

NONDISCRIMINATION INITIATIVE

By December 2022, the District and Association will collaborate to strengthen, enhance and promote the system for reporting micro/macroaggressions against 4J staff.

TEACHER LEADERSHIP

Pay Equity. The parties commit that by May 1, 2022, they will consider and identify solutions to internal and external pay equity issues in teacher leadership by collaborating on job descriptions for leadership positions, gathering data about the hours or range of hours needed for each position, and other relevant factors, and creating a system to provide fair and equitable compensation for future use (for example, a point factor system for use by a joint labor management team and a menu of options for schools). The initiative will be staffed by up to six members appointed by EEA and six administrators, and a mutually agreed upon facilitator (or co-facilitators appointed by each party). If the parties' bargaining representatives are unable to tentatively agree on the proposed resolutions, or if the collaborative process breaks down, either party may request the assistance of the state conciliator, and if unresolved through that process, the parties will, upon request by the other party, bargain the issues through the bargaining process.

SEMINAR COORDINATOR

The Association and the District value their partnership in providing professional development. To support that partnership, the Seminar Coordinator position will be funded at 0.2 for the life of this contract. This position is not a status quo obligation of the contract.

CHINESE IMMERSION—TEACHER LEADERSHIP

For the term of this agreement, the District will allocate \$1,360 annually to support teacher leadership at the Chinese Immersion School. If student enrollment exceeds 100, the terms of Article 5.5.7 will apply.

ELEMENTARY TESTING COORDINATOR

The District will provide a stipend of up to two percent (2%) for elementary testing coordination for each elementary school of 200 or more students based on the level of Essential Skills Coordinator (ESC) FTE assigned to the school:

ESC FTE	PERCENTAGE
0.5 or more	0.0%
0.4 to <0.5	0.5%
0.3 to <0.4	1.0%
0.2 to <0.3	1.5%
0 to <0.2	2.0%

SPECIAL EDUCATION SUPPORT

To support special education [and 504 providers/case managers](#), the District will provide classified staffing for clerical support, [and scheduling assistance and data entry during the 2021-24 contract.](#)

[In addition, during the term of this agreement, the District will provide two hours EA time per life skills classroom for transportation support.](#)

PILOT—IEP/504 MEETING SCHEDULING

During the term of this agreement, the district will make a good faith effort to support the scheduling of special education and 504 meetings during the regular work day. During the 2021-2022 school year, the Directors of SSD, Elementary, and Secondary will engage a team of SpEd and general education teachers, not to exceed twelve, for the purpose of recommending to SSD admin ways to support these scheduling efforts. EEA will be permitted to select 6 of the 12 licensed committee members.

APPENDIX ~~E-D~~ – OUTDOOR SCHOOL

1. At the first JCAC meeting of each calendar year, the district will provide EEA with a report on the funding application for outdoor school.
2. A member who works overnight during outdoor school shall be paid a stipend of \$900 for all outdoor school-related work outside the member's contract day based on a 2-night, 3-day outdoor school program. This stipend is intended to compensate the member for staying overnight and on-site for the duration of the program, parent meetings, travel, on-call time, sleep time, student supervision and any other responsibility performed outside the member's contract day that is associated with the outdoor school program. The stipend will be prorated based on the number of hours a member is in attendance outside of regular working hours if the member does not stay overnight at Outdoor School.
3. Stipends are funded entirely through Measure 99 grant funding and will not be available, or available at the same levels, if the funds are reduced. Should Measure 99 grant funding be eliminated, Appendix E will be void. Should Measure 99 grant funding be reduced and the district implements a 1-night, 2-day program, the stipend will be reduced to \$450.
4. Members assigned to attend an Outdoor School day program will be compensated at their per diem rate for work hours beyond their regular contract day.
5. Fifth grade staff are expected to remain with students and on-site throughout all of Outdoor School. Whenever a member's personal circumstances make such attendance at overnight school a challenge, the building administrator and affected staff member will collaborate on other arrangements for coverage.
6. A member authorized and required by the district to drive their personal vehicle to and from the outdoor school program location shall be reimbursed for the mileage between the member's regular worksite and the program location at the prevailing IRS rate.
7. Should the district restructure its Outdoor School program in the future, Appendix E shall be subject to renegotiation on an expedited basis.

~~APPENDIX F – ATHLETICS COMPENSATION~~

1. ~~The November 2020 MOA between EEA and the district concerning athletics compensation will be implemented with the following modifications:

 - a. ~~Within 8 weeks of the ratification date of this agreement, a committee comprised of four members selected by each party will be convened to review information from the joint survey on athletics and to score athletics coaching positions (i.e., those positions listed in articles 5.1.1, 5.1.2, 5.1.3 and 5.1.6). The committee will develop proposed stipend increments and a new extra-duty salary schedule upon which those increments are based, and any other recommendations relating to compensation for athletics coaches, to recommend for consideration and approval by the parties' bargaining representatives.~~
 - b. ~~The proposed solutions will meet the following guidelines:

 - i. ~~The proposed stipend increments will comply with pay equity law.~~
 - ii. ~~The educational attainment of an individual coach will not determine the stipend received.~~
 - iii. ~~The salary schedule will not exceed six (6) experience steps.~~
 - iv. ~~The high school athletics positions listed in paragraph 5 will be presumed to continue.~~
 - v. ~~The committee will determine the maximum stipend increment for each position listed below. The sum total of the maximum stipend increments so determined will not exceed \$220,000 per high school.~~
 - vi. ~~Compensation for any authorized pre-season work will be embedded in the established coaching stipend, and Article 5.1.7 (Fall Reporting Time) and its provisions of additional pay will no longer apply to fall sports coaches.~~~~~~
2. ~~By no later than September 1, 2022, the parties will reopen for negotiation all articles relating to athletics coaching compensation, including Articles 5.1 (Activity Schedule), 5.1.1 (Senior High Coaches: Men's Sports), 5.1.2 (Senior High Coaches: Women's Sports), 5.1.3 (Senior High Coaches: Coed Sports), 5.1.6 (Middle School Coaches: Coed Sports); 5.1.7 (Fall Reporting Time) and 5.6 (Experience Credit). Article 5.1 and 5.1.7 (Fall Reporting Time) shall be reopened only to the extent that they apply to athletics coaching stipends; it is not the intent of this provision to address compensation for non-athletics activities.~~
 3. ~~The grandfathered salary schedule agreed to in paragraph 4 of the November 2020 MOA shall apply to current athletic coaches and those who coach in Spring 2022 sports. The reference to the sunset date of June 30, 2026 in that MOA is changed to June 30, 2036.~~
 4. ~~Articles 5.1.4 and 5.1.5 (relating to middle school wrestling, soccer and volleyball) are deleted. Should the district reinstate middle school wrestling, soccer and/or volleyball in the future, compensation will be negotiated by the parties at that time.~~
 5. ~~List of existing positions:~~

Men's:	Women's:	Coed:
Head Football	Head Basketball	Head Track
1st Asst Football	1st Asst Basketball	1st Asst Track
2nd Asst Football	Head Volleyball	2nd Asst Track
3rd Asst Football	1st Asst Volleyball	3rd Asst Track
4th Asst Football	Head Softball	4th Asst Track
5th Asst Football	1st Asst Softball	Head Swimming
Head Basketball	Head Soccer	Assistant Swimming
1st Asst Basketball	1st Asst Soccer	Head Cross-Country
Head Baseball	Tennis	Assistant Cross-Country
1st Asst Baseball		

~~Head Wrestling~~
~~1st Asst Wrestling~~
~~Head Soccer~~
~~1st Asst Soccer~~
~~Tennis~~

MEMORANDUM OF AGREEMENT

BETWEEN

EUGENE EDUCATION ASSOCIATION

AND

EUGENE SCHOOL DISTRICT 4J

1. Except as modified in this Memorandum of Agreement, or other written agreement ratified by the parties, the Eugene Education Association (EEA) and Eugene School District 4J (District) agree that the terms of the 2017-20 Collective Bargaining Agreement are extended through June 30, 2021.
2. The parties agree to modify the CBA as follows:

2.6 EFFECTIVE DATE:

- 2.6.1 This Agreement shall take effect upon its ratification date, and shall be implemented on that date except when another date is specifically designated.
- 2.6.2 This Agreement shall remain in full force to and including June 30, 2020/2021.

4.1 PROFESSIONAL SALARY PLAN:

The professional salary plan for all unit members, except as herein provided, shall be as described below.

- 4.1.1 The ~~2017-18, 2018-19, and 2019-20~~ 2020-21 professional salary plans shall be as in Appendix A. The ~~2016-17-2019-20~~ salary schedule shall be increased by ~~two and one tenth percent (2.1%)~~ one and three quarters percent (1.75%) effective August 27, 2020/July 1, 2017. The ~~2017-18~~ salary schedule shall be increased by one and eight tenths percent (1.8%) effective July 1, 2018. The ~~2018-19~~ salary schedule shall be increased by two percent (2%) effective July 1, 2019.
- 4.1.2 The amount of each horizontal and vertical step on the professional salary plan shall be three and seven-tenths percent (3.7%) greater than the immediately preceding step.
- 4.1.3 Step 16, only for columns MA+45 and MA+90, is three percent (3%) greater than the preceding step. Step 16, only for the first five columns, and Step 17 for the last two columns, is two and three quarters percent (2.75%) over the prior step.

6.1 INSURANCE: FULL TIME:

The District's monthly insurance contribution for each full time equivalent (FTE) unit member is ~~one thousand two hundred dollars (\$1,200)~~ one thousand two hundred and thirty dollars (\$1230) per month for the period October 2017-2020 through September 2021. There will be a one-time transfer

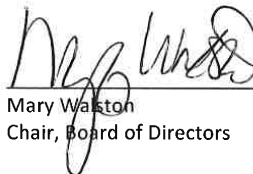
of \$650,000 from the licensed insurance reserve fund to the general fund on December 1, 2017, October 1, 2018 and October 1, 2019.

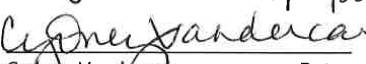
3. Pay Equity. The parties commit that by May 1, 2021, they will consider and identify solutions to internal and external pay equity issues in teacher leadership by collaborating on job descriptions for leadership positions, gathering data about the hours or range of hours needed for each position, and other relevant factors, and creating a system to provide fair and equitable compensation for future use (for example, a point factor system for use by a joint labor management team and a menu of options for schools). The initiative will be staffed by up to six members appointed by EEA and six administrators, and a mutually agreed-upon facilitator (or co-facilitators appointed by each party). If the parties' bargaining representatives are unable to tentatively agree on the proposed resolutions, or if the collaborative process breaks down, either party may request the assistance of the state conciliator, and if unresolved through that process, the parties will use the gathered data and settle the outstanding issues in the successor negotiations for the contract beginning July 1, 2021.


4. Athletics compensation. The athletics extra duty salary schedule will be frozen at 2020-21 levels. Members who held a coaching position in the 2019-20 or 2020-21 school years will, as to that coaching position held, be permitted to remain on the 2020-21 schedule until such time as a break in service, the applicable stipend on the new schedule exceeds the 2020-21 schedule, or June 30, 2026, whichever is earlier. During the 2020-21 year, a committee comprised of equal numbers of members and administrators will be convened to consider and develop an alternative salary schedule and compensation plan for future adoption. The team will use a collaborative and open process, gather information and conduct joint surveys as necessary, and present proposed solutions to the parties' bargaining representatives. The committee will be staffed by a mutually agreed-upon facilitator or by co-facilitators appointed by each party. If the parties' bargaining representatives are unable to tentatively agree on the proposed resolutions, or if the collaborative process breaks down, either party may request the assistance of the state conciliator, and if unresolved through that process, the parties will use the gathered data and settle the outstanding issues in the successor negotiations for the contract beginning July 1, 2021.

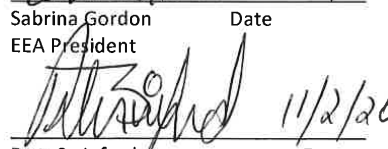
Eugene School District 4J

Eugene Education Association /OEA

 5 NOV 2020
Mary Waston Date
Chair, Board of Directors

 11/05/2020
Cydney Vandercar Date
Superintendent

 11/2/20
Sabrina Gordon Date
EEA President

 11/2/20
Pete Swinford Date
UniServ Consultant, OEA

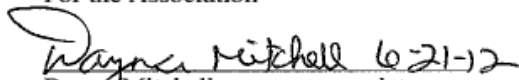
MEMORANDUM OF UNDERSTANDING
Between
THE EUGENE SCHOOL DISTRICT 4J
And
THE EUGENE EDUCATION ASSOCIATION

The Eugene School District 4J, hereinafter the District, and the Eugene Education Association, hereinafter the Association, enter into this agreement to address the insurance premiums for licensed employees who are unable to work and on long-term unpaid medical leave and whose leave is not covered by FMLA and/or OFLA. The terms of the agreement are as follows:

1. An employee who enrolls in COBRA coverage will continue to receive the contribution from the District toward the cost of that coverage he or she would have received if actively employed.
 2. Half of the contribution for COBRA coverage will be paid out of the licensed employees insurance reserve fund under Article 6.4.a and half of the contribution will be provided by the District. This cost-splitting arrangement is effective June 1, 2012.
 3. In the event the licensed insurance reserve fund is unable to meet the obligation described in paragraph 2, the District's obligation to contribute to the cost of coverage will cease.
 4. A licensed employee who is or becomes eligible for Medicare coverage; or whose COBRA coverage is terminated will not receive an insurance contribution from the District.
-
5. Transition Issues. Any licensed employee currently on long-term unpaid medical leave will be notified of his or her right to COBRA coverage effective July 1, 2012. If COBRA coverage is elected, the District contribution will end after 18 months, the employee becomes eligible for Medicare, or COBRA eligibility ends, whichever is earliest.
 6. Costs will be monitored by the Joint Benefits Committee on an ongoing basis. By June 30, 2014, the District and Association will meet to determine if any elements of the Long-Term Unpaid Medical Leave MOA should be altered, including but not limited to possible cost-sharing by employees.
 7. A licensed employee who is on an approved extended leave for health reasons and who enrolls in COBRA coverage will be eligible to access the 4J Wellness Clinic.

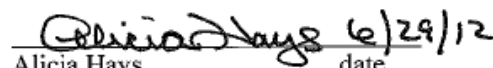
IT IS SO AGREED this 21 day of June, 2012.

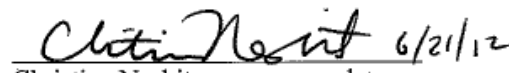
For the Association


Dayna Mitchell date
Association President


Nancy Sheehan date
OEA UniServ Representative

For the District


Alicia Hays date
Board Chair


Christine Nesbit date
Associate Director, Human Resources –
Labor Relations

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ITEM FOR ACTION AT A FUTURE MEETING (First Read)

Date of Meeting:

November 20, 2024

Title:

Approve revisions to Board Policy EBBA–Student Health Services**

Presenter(s):

Seth Pfaefflin, Director of Student Services and Joy Maxwell, Student Health Services

Background:

Policy EBBA – Student Health Services, was included in the April 2024 Policy Update produced by the Oregon School Boards Association (OSBA). Policy EBBA is a Highly Recommended policy that OSBA encourages school boards for review and adoption.

The State Board of Education adopted revisions to Oregon Administrative Rule ([OAR](#)) [581-022-2220](#) on health services. The changes result in a requirement to develop “a written prevention-oriented health services plan for all students” ([OAR 581-022-2220\(1\)](#)).

The plan requirements include a variety of topics, including but not limited to, plan for health care space, communicable disease prevention, communication strategies, health screenings, and hearing, vision and dental screenings. The entire rule can be accessed here: [OAR 581-022-2220](#). Oregon Department of Education (ODE) resources and School Health Services include tools to support some requirements that staff will find helpful.

As a result of these changes, there is a list of policies and administrative regulations (AR’s), included in the April Policy Update from OSBA which have been revised. Recommendations may include to *delete* or *rescind* policy or AR, recoding, and reassigning some policy content to a new section or policy of the policy manual.

Summary:

The proposed NEW Board Policy EBBA–Student Health Services** has been included on the meeting agenda as an Item For Action At A Future Meeting (First Read).

The Board is being asked to delete two separate policies and adopt the new policy.

- Delete current Board Policy EBBA–First Aid** (*in lieu of new EBBA*)
- Delete current Board Policy JHC–Student Health Services and Requirements** (*in lieu of new EBBA*)
- Adopt proposed new Board Policy EBBA–Student Health Services**.

Although some language from the existing policies EBBA and JHC has been incorporated with the policy language included in the new policy, it is a simpler and cleaner task to delete these policies in lieu of the new Board Policy EBBA–Student Health Services**.

Included in the Board Packet for review and consideration are the following documents:

#1 – DELETE – Policy EBBA** – First Aid**

#2 – DELETE – Policy JHC – Student Health Services and Requirements

#3 – NEW Policy – EBBA – Student Health Services**

The new Policy EBBA will be considered a newly adopted policy added to the Eugene School District 4J Policy Manual and as such will not have an adoption or revision history prior to the date that the Board formally adopts Policy EBBA–Student Health Services**

Code: EBBA
Adopted: XX/XX/XX

Proposed Revisions Format:

Revised content presented in **RED Font**;

Deleted content presented in **GREEN Font**;

Continuing policy content in **BLACK Font**

Options and Alternatives:

The Board may choose to approve revisions to policy BBFC as proposed and re-adopt the policy. The Board may choose to direct staff to make further revisions. The Board has the authority to approve a policy on the “First Read” should they choose to do so.

Recommendation:

The superintendent recommends the Board delete current policies EBBA and JHC and approve the *new* version of Policy EBBA–Student Health Services**.

Eugene School District 4J

Code: EBBA
Adopted: 8/15/18



First Aid**

~~See new policy EBC~~

~~In cases of sudden illness or injury to a student or staff member, first aid will be given by school staff. Further medical attention to students is the parents' responsibility, or of someone the parents designate in case of an emergency.~~

~~Each principal is charged with providing for the immediate care of ill or injured persons within his/her area of responsibility.~~

~~Staff members shall report self-administered first aid treatment to an immediate supervisor.~~

~~In each district facility, procedures for handling health emergencies will be established and made known to the staff. Each district facility and district vehicle will be equipped with appropriate first aid supplies and equipment. All employees are expected to know where first aid supplies and equipment are kept in their work areas.~~

~~Designated employees in each building shall hold current first aid cards. In compliance with Oregon Administrative Rules, each school shall have, at a minimum, at least one staff member with a current first aid card for every 60 students enrolled or an emergency response team per building. Such team shall consist of no less than six persons who hold current first aid/CPR cards and who are trained annually in the district and building emergency plans.~~

~~END OF POLICY~~

Legal Reference(s):

~~[ORS 329.025](#)
[ORS 332.107](#)
[ORS 336.201](#)
[ORS 336.204](#)~~

~~[ORS 336.211—336.214](#)
[OAR 581-021-0017](#)
[OAR 581-021-0031](#)
[OAR 581-021-0587](#)~~

~~[OAR 581-021-0590](#)
[OAR 581-022-2050](#)
[OAR 581-022-2220](#)
[OAR 581-022-2515](#)~~

~~Every Student Succeeds Act, 20 U.S.C. § 7928 (2018).
Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (2018).~~



Eugene School District 4J

Code: ~~_____~~ **JHC**
Adopted: ~~_____~~ 11/28/18
Revised/Readopted: ~~_____~~ 11/20/19

Student Health Services and Requirements

~~(See policy new policy EBB4)~~

~~Although the district's primary responsibility is to educate students, the students' health and general welfare is also a major Board concern. The Board believes school programs should be conducted in a manner that protects and enhances student and employee health and is consistent with good health practices.~~

~~The nurse(s) employed by the district shall be licensed to practice as a registered nurse or nurse practitioner in Oregon and will function as an integral member of the instructional staff, serving as a resource person to teachers in securing appropriate information and materials on health-related topics.~~

~~The district shall provide:~~

- ~~1. One registered nurse or school nurse for every 125 medically fragile students;~~
- ~~2. One registered nurse or school nurse or one licensed practical nurse under the supervision of a registered nurse or school nurse for each nursing dependent student; and~~
- ~~3. One registered nurse or school nurse for every 225 medically complex students.~~

~~The district may use the most cost effective means available to meet the above requirements.~~

~~The district shall maintain a prevention-oriented health services program which provides:~~

- ~~1. Pertinent health information on students, including required immunizations and TB certificates, as required by Oregon statutes or rules;~~
- ~~2. Health appraisal to include screening for possible vision or hearing problems;~~
- ~~3. Health counseling for students and parents, when appropriate;~~
- ~~4. Health care and first-aid assistance that is appropriately supervised and isolates the sick or injured child from the student body;~~
- ~~5. Control and prevention of communicable diseases as required by the Oregon Health Authority, Public Health Division, and the county health department;~~
- ~~6. Assistance for students in taking prescription and/or nonprescription medication according to established district procedures;~~
- ~~7. Services for students who are medically fragile or have special health care needs;~~
- ~~8. Integration of school health services with school health education programs.~~

The Board directs its district health staff to coordinate with health personnel from other public agencies in matters pertaining to health instruction or the general health of students and employees.

Menstrual hygiene products will be made available to students, free of charge, in all girls' and gender-neutral bathrooms located inside permanent facilities of district secondary schools.

In accordance with the requirements of the Every Student Succeeds Act of 2015 (ESSA), the district recognizes its responsibility to notify parents in advance of any nonemergency, invasive physical examination¹ or screening that is required as a condition of attendance; administered and scheduled by the school in advance; and not necessary to protect the immediate health and safety of the student or of other students.

Notification will be provided at least annually at the beginning of the school year or when enrolling students for the first time in school and will include the specific or approximate dates during the school year when such activities are scheduled or expected to be scheduled.

Procedures shall be developed and implemented to carry out this policy. All district employees will be apprised of their responsibilities in this area. Parents shall have the opportunity to request their students be exempt from participation in vision or hearing screening. The district will abide by those requests.

END OF POLICY

Legal Reference(s):

ORS 329.025
ORS 336.201

OAR 581-022-2050
OAR 581-022-2220

OAR 581-022-2225

Protection of Pupil Rights, 20 U.S.C. § 1232h (2012); Student Rights in Research, Experimental Programs and Testing, 34 C.F.R. Part 98 (2017).

Every Student Succeeds Act, 20 U.S.C. § 7928 (2012).

Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (2012).

Eugene School District 4J

Code: EBBA
Adopted: XX/XX/XX

Student Health Services**

Although the district’s primary responsibility is to educate students, the students’ health and general welfare is also an important Board responsibility. The Board believes school programs should be conducted in a manner that protects and enhances student and employee health and is consistent with good health practices. A health services plan shall be developed, implemented, and updated annually. The plan shall describe a health services program for all students at each facility that is owned or leased where students are present for regular programming.

Health Services Plans:

The district shall maintain a written prevention-oriented health services plan for all students. The health services plan will¹:

1. Explain available health care space that is appropriately supervised and adequately equipped for providing health care and administering medication or first aid;
2. Refer to available communicable disease prevention and management plan that includes school-level protocols²;
3. Outline a district-to-school communication plan³;
4. Provide information about health screenings, including immunizations and TB certificate requirements;
5. Describe how services for all students, including those who are medically complex, medically fragile or nursing dependent, and those who have approved 504 plans, individual education program plans, and individualized health care plans or special health care needs are managed⁴;
6. Integrate school health services with school health education programs and coordinate with health and social service agencies, public and private;

¹ For exact language and complete requirement, see OAR 581-022-2220(1).

² For specific protocol content requirements, see OAR 581-022-2220(1)(b).

³ For requirements of this plan see OAR 581-022-2220(1)(c).

⁴ For more information regarding these requirements see ORS 336.201 and 339.869, OARs 581-021-0037, 581-015-2040, 581-015-2045, 851-045-0040 – 0060, and 851-047-0010 – 0030.

7. Describe how hearing, vision and dental screenings are managed and/or verified for required students⁵;
8. Include a process to assess and determine a student's health service's needs, including availability of a nurse to assess student nursing needs upon, during, and following enrollment with one or more new medical diagnose(s) impacting a student's access to education, and implement a student's individual health plan prior to attending school⁶;
9. Comply with OR-OSHA Bloodborne Pathogens Standards for all persons who are assigned to job tasks which may put them at risk for exposure to body fluids⁷;
10. Refer to adopted policy and procedures for medications in accordance with Oregon law⁸;
11. Include guidelines for the management of students who are medically complex, medically fragile, or nursing dependent as defined by ORS 336.201, including students with life-threatening food allergies and adrenal insufficiency while the student is in school, at a school-sponsored activity, under the supervision of school personnel, in before-school or after-school care programs on school-owned property, and in transit to or from school or school-sponsored activities⁹.

First Aid:

In cases of sudden illness or injury to a student or staff member, first aid will be given by school staff. Further medical attention to students is the parents' responsibility, or of someone the parents designate in case of an emergency.

Staff members shall report self-administered first-aid treatment to an immediate supervisor.

In each district facility, procedures for handling health emergencies will be established and made known to the staff. Each district facility and district vehicle will be equipped with appropriate first-aid supplies and equipment. All employees are expected to know where first-aid supplies and equipment are kept in their work areas.

Designated employees in each building shall hold current first-aid cards. In compliance with Oregon Administrative Rules, each school shall have, at a minimum, at least one staff member with a current first-aid card for every 60 students enrolled or an emergency response team per building. Such team shall consist of no less than six persons who hold current first-aid/CPR cards and who are trained annually in the district and building emergency plans.

⁵ For vision screening or eye examination or dental screening information see ORS 336.211 and 336.213.

⁶ For definitions for this policy see ORS 336.201.

⁷ OAR 437-002-0360 lists various health and safety regulations that apply in the employment setting.

⁸ Medication laws can be found in ORS 339.866 – 339.874 and OAR 581-021-0037; relevant Board policy includes JHCD/JHCDA - Medications.

⁹ For guideline requirements see OAR 581-022-2220(1)(k).

Nurses Delegation:

Any nurse(s) employed by the district and providing services to students on behalf of the district shall be licensed in Oregon to practice as a registered nurse or nurse practitioner or be a licensed practical nurse (LPN) in alignment with LPN supervision requirements of OAR 851-045-0050 – 0060.

A nurse employed by the district shall follow all applicable requirements of ORS Chapter 678 and OAR Chapter 851. This includes, but is not limited to, delegation in accordance with OAR 851-047, which includes performing a nursing assessment of a student prior to delegation, providing adequate supervision during the delegation, and evaluating the skills, ability and willingness of the delegee.¹⁰

A nurse employed by the district will function as an integral member of the instructional staff, serving as a resource person to teachers in securing appropriate information and materials on health-related topics.

Menstrual Dignity Plan:

The district provides a menstrual product dispenser with a variety of products in every student bathroom which meets the requirements of law.

504 Plans:

Students who have a health services plan may be eligible for services under Section 504 of the Rehabilitation Act or Individuals with Disabilities Act (IDEA).

END OF POLICY

Legal Reference(s):

[ORS 329.025](#)
[ORS 332.107](#)
[ORS 336.201](#)
[ORS 336.204](#)
[ORS 336.211 – 336.214](#)
[OAR 581-021-0017](#)
[OAR 581-021-0031](#)
[OAR 581-021-0587](#)
[OAR 581-021-0590](#)
[OAR 581-022-2050](#)
[OAR 581-022-2220](#)
[OAR 581-022-2515](#)

¹⁰ For additional delegation requirements see OAR [851-047-0030](#).

Every Student Succeeds Act, 20 U.S.C. § 7928 (2018).
Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (2018).



ITEM FOR ACTION AT A FUTURE MEETING (First Read)

Date of Meeting

November 20, 2024

Title

Consider Proposed Revisions to Policy JBAA–Section 504 Students**

Presenter(s):

Seth Pfaefflin, Director of Student Services

Karen Apgar, Student Services Administrator & 504 Coordinator

Background:

Changes in JBAA–Section 504–Students** are due to the passage of [Senate Bill 756](#) (2023) which requires district employees who are assigned to work with students who are on an IEP or 504 Plan, be invited to attend the student’s IEP meeting or 504 Plan meeting.

Summary:

Proposed revisions to JBAA–Section 504 Students** are due to the new laws. Additional language regarding student health plans was added on advice from legal counsel.

Revised policy JBBA–Section 504 Students** has been placed on the meeting agenda as an Item For Action At A Future Meeting (First Read).

The Policy Work Group has reviewed the proposed revisions to policy JBBA–Section 504 Students** in collaboration with district staff who have expertise in this area. Feedback from the Policy Work Group was provided to the superintendent for consideration.

Board approval of the proposed policy JBBA–Section 504 Students** will bring the district into compliance with current law.

Policy JBBA–Section 504 Students** has been part of the district’s policy manual since 2018.

Code: JBAA
Adopted: 11/28/18

Proposed Revisions Format:

Revised content presented in **RED Font**;
Deleted content presented in **GREEN Font**;
Continuing policy content in **BLACK Font**

Options and Alternatives:

The Board may choose to approve revisions to JBBA–Section 504 Students** as proposed and adopt the new version of the policy. The Board may choose to direct staff to make further revisions. The Board has the authority to approve a policy on the “First Read” should they choose to do so.

Recommendation

The superintendent recommends the Board approve revisions to policy JBBA–Section 504 Students**.

Eugene School District 4J

Code: JBAA
Adopted: 11/28/18; XX/XX/XX

Section 504 – Student**

The district recognizes its responsibility to provide a free, appropriate public education to students with disabilities under Section 504 of the Rehabilitation Act of 1973. Accordingly, no otherwise qualified individual with disabilities shall, solely by reason of a his/her disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any district program or activity or those provided by the district through contractual or other arrangements. District aids, benefits and services will afford qualified students with disabilities equal opportunity to obtain the same result, gain the same benefit or reach the same level of achievement as students without disabilities in the most integrated setting appropriate to the student's needs. Programs and activities shall be accessible to and usable by individuals with disabilities as prescribed by law.

A qualified individual with disabilities under Section 504 is an individual who has a physical or mental impairment¹ that substantially limits one or more major life activities²; has a record of such an impairment; or is regarded as having such an impairment.

This policy is applicable to Health Plans when they are incorporated by reference into a student's Section 504 Plan.

In compliance with the provisions of Section 504, the district will:

1. Provide written assurance of nondiscrimination in accordance with application procedures whenever the district receives federal money;
2. Designate an employee to coordinate compliance with Section 504;
3. Provide procedures to resolve complaints of discrimination under Section 504;
4. Provide notice to students, parents, employees, including those with vision or hearing impairments, of the district's policy and compliance with law assuring nondiscrimination in admission or access to, or treatment, in district programs, activities or employment. Notice will be included in student/parent and staff handbooks and other materials as appropriate;

¹ Impairments which may substantially limit major life activities, and without regard for the ameliorative effects of medication or aids/devices include, but are not limited to, chronic asthma and severe allergies, blindness or visual impairment, cancer, diabetes, deafness or hearing impairment, heart disease, mental illness and conditions which may be episodic or in remission.

² "Major life activities," as defined by the Americans with Disabilities Act Amendments Act of 2008, includes include caring for one's self, walking, seeing, hearing, speaking, breathing, working, performing manual tasks, learning, eating, sleeping, standing, lifting, bending, reading, concentrating, thinking, communicating; and major bodily functions, including but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine and reproductive functions.

5. Annually identify and locate all ~~Section 504-qualified~~ students **in the district**, with disabilities, **and who qualify for Section 504 but in the district** who are not receiving a free appropriate³; public education (FAPE)³;
6. Ensure that tests and other evaluation materials have been validated, are administered by trained personnel, are tailored to assess educational need and are not based on IQ scores, and reflect what the tests purport to measure; -
7. Provide nonacademic and extracurricular services⁴ and activities in such a manner as to afford students with disabilities an equal opportunity for participation in such services and activities;
8. Annually notify students with disabilities and their parents or guardians of the district’s responsibilities under Section 504, including those with limited proficiency in English and those with vision or hearing impairments;
9. Provide parents or guardians with procedural safeguards, including notification of their right:
 - a. To be notified in writing of any decisions made by the district concerning the identification, evaluation or educational placement of their student pursuant to Section 504. The district will request parental consent prior to conducting an evaluation of the student;
 - b. To examine, copy and request amendments of the student’s educational records;
 - c. To request an impartial hearing, with opportunity for participation by the student’s parents or guardian and representation by counsel regarding district decisions concerning identification, evaluation or educational placement of their student. A review procedure will be provided.

Students identified as qualified individuals with disabilities under Section 504 shall be placed in the regular educational environment unless it is demonstrated by the district that the education of the student with the use of related aids and services in such a placement cannot be achieved satisfactorily. All placement decisions will be made by an evaluation team composed of persons designated by the superintendent or designee, knowledgeable about the student, the meaning of the evaluation data and placement options.

~~³ Appropriate education means the provision of regular or special education and related aids and services that are designed to meet the student’s individual educational needs as adequately as the needs of the persons without disabilities are met and are based upon adherence to appropriate procedural requirements of 34 C.F.R. §§ 104.34—104.26 concerning educational setting evaluation and placement and procedural safeguards.~~

⁴ “Appropriate education” (34 C.F.R. § 104.33) means the provision of regular or special education and related aids and services that are designed to meet the student’s individual educational needs as adequately as the needs of persons without disabilities are met and are based upon adherence to appropriate procedural requirements of 34 C.F.R. §§ 104.34, 104.35 and 104.36 concerning educational setting, evaluation and placement and procedural safeguards.

⁴⁵ Nonacademic and extracurricular services and activities may include, but are not limited to, counseling services, transportation, health services, athletics, intramurals, clubs or organization activities, referrals to agencies which provide assistance to persons with disabilities and employment of students, including both employment by the district and assistance by the district in making available outside employment.

Students will be reevaluated periodically, but no less than every three years. Additionally, before implementing discipline that constitutes a significant change in the placement (i.e., expulsion, serial suspensions which exceed 10 school days in a school year, a series of suspensions each of which is 10 or fewer school days in duration but that creates a pattern of exclusion), the district shall conduct a ~~reevaluation of the student to determine~~ **manifestation determination, to discern** whether the misconduct in question is caused by the student’s disability. ~~and, if so, whether the student’s current educational placement is appropriate.~~

If it is determined that the misconduct of the student is caused by the disability, the district’s team will ~~conduct~~ **continue the an** evaluation, following the requirements of Section 504 and the Americans with Disabilities Act of 1990 and Americans with Disabilities Act Amendments Act of 2008 (ADA) for evaluation and placement to determine whether the student’s current educational placement is appropriate. Due process procedures that meet the requirements of the **Individuals with Disabilities Education Act (IDEA)** may be used to meet the procedural safeguards of law. If it is determined that the misconduct is not caused by the student’s disability, the student may be excluded from school in the same manner as are similarly situated students who do not have disabilities.

A student identified as a qualified individual with disabilities under Section 504, who is also covered by the **IDEA Individuals with Disabilities Education Act**, will be disciplined in accordance with Board policy JGDA - Discipline of Students with Disabilities and accompanying administrative regulation.

A reevaluation will also be required before any other significant change in placement (i.e., transferring a student to alternative education, graduation from high school, significantly changing the composition of the student’s class schedule, such as from regular education to the resource room, ~~etc.~~).

END OF POLICY

Legal Reference(s):

ORS 192.630	ORS 659A.103	OAR 581-021-0046
ORS 326.051(1)(e)	ORS 659A.109	OAR 581-021-0049
ORS 343.068		OAR 581-022-2310
ORS 659.850	OAR 581-015-2030	
ORS 659.865	OAR 581-021-0045	

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (2012); 29 C.F.R. Part 1630 (2017); 28 C.F.R. Part 35 (2017).

Rehabilitation Act of 1973, 29 U.S.C. §§ 791, 793-794 (2012).

Americans with Disabilities Amendments Act of 2008.

Nondiscrimination on the Basis of Handicap in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 104 (2017).