

Board of Directors Meeting  
School District 4J, Lane County  
4J Education Center / Hybrid  
(in-person or via Zoom)  
200 North Monroe Street  
Eugene, Oregon 97402  
Wednesday, January 14, 2026

**NOTICE:** The Special Board Meeting 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/96516386055?pwd=wjpcvmmABm8P5kFspA1Eg9RslX0dRb.1>, Webinar ID 965 1638 6055

School Board Meeting Request Forms:

Sign up to provide public comment: [www.4j.lane.edu/board/publiccomment](http://www.4j.lane.edu/board/publiccomment). The board will hear public testimony in person or via Zoom from community members who sign up in advance. Up to 10 people will be scheduled to provide public comment at each regular meeting. Priority will be given to residents who have not recently provided public comment in a board meeting.

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

**6:00 PM  
Special Board Meeting**

- I. Call Special Board Meeting to Order, Roll Call, Land Acknowledgement
- II. Board Chair Welcome
- III. Agenda Approval
- IV. Introduction of Guests and Superintendent's Report
- V. Items Raised by the Audience
- VI. Comments by Employee Groups
  
- VII. **Consent Group — Items for Action**  
– NONE
  
- VIII. **Items for Information**
  - 1. Recap of Phase 2 Budget Reductions 3  
Presenters:  
Miriam Mickelson, Superintendent  
Carmen Xiomara Urbina, Chief of Staff  
Matt Brown, Director of Finance
  
- IX. **Items for Action**
  - 1. Approve Agreement with Oregon School Employee Association (OSEA) 16  
Presenters:  
Brooke Wagner, Assistant Superintendent of Administrative Services  
Kate Marrone, Director of Human Resources  
Blanca Flores-Lopez, Human Resources Administrator
  - 2. Consider for approval Board Resolution 2025-26-07 Relating to Phase 2 87  
Program Changes and Authorizing a Reduction in Force.  
Presenter: Miriam Mickelson, Superintendent
  - 3. Legislative Committee: Finalize 4J Board Legislative Priorities 90  
Presenter: Board Director, Maya Rabasa, on behalf of the Board  
Legislative Committee

4.	Approve proposed Policy CEA–Superintendent's Educational Advisory Committee and delete Policy BCFA–Educational Equity Advisory Committee. Presenters: Carmen Xiomara Urbina, Chief of Staff and Juan Cuadros, Assistant Superintendent of Equity, Inclusion and Belonging	92
X.	<b>Items for Action at a Future Meeting</b>	
1.	Consider for approval revisions to Policy GCBDE/GDBDE – Military Leave of Absence Presenter: Christine Nesbit, General Counsel	100
2.	Consider for approval revisions to Policy JHCA – Immunization School Sports Participation Presenters: Greg Borgerding, Athletic Director and Christine Nesbit, General Counsel	103
XI.	Committee Reports by Individual Board Members	
XII.	Suggestions by the Board for Consideration of Items at a Future Meeting	
XIII.	Adjourn Special Board Meeting	

**INFORMATION FOR THE DEAF AND HARD OF HEARING:**  
 Closed Captioning is available during Board meetings through a zoom live feed which is also displayed at in-person meetings.



## ITEM FOR INFORMATION

### Date of Meeting:

January 14, 2026

### Title:

Recap Phase 2 Budget Reduction

### Presenters:

Dr. Miriam Mickelson, Superintendent  
Carmen Xiomara Urbina, Chief of Staff  
Matt Brown, Director of Finance

### Background:

At the January 7 board meeting, the board received a presentation on **Phase 2 of the district's budget reduction process**. The presentation included information on how recommendations were developed, how this phase fits within the broader fiscal strategy, and how the district is prioritizing students, equity, and long-term stability. This item is presented for information to ensure transparency and shared understanding as the district continues through a phased approach to budget balancing.

Tonight, Dr. Mickelson will provide a review of Phase 2 and address questions the board asked at the January 7 board meeting.

### Community Engagement and Shared Priorities:

Superintendent Mickelson also met directly with staff across the district in a series of listening sessions and held conversations with students to hear invaluable student perspectives.

Between October and November, the district engaged in an extensive community listening and engagement process, including:

- In-person community forums in all four regions.
- Multiple virtual budget meetings for staff.
- A systemwide ThoughtExchange survey with 1,386 participants and more than 67,000 ratings.

Ongoing conversations with school leaders and departments.

Across all groups, the feedback was remarkably consistent. A shared "North Star" emerged clearly: **Protect what directly touches students. Streamline what does not. Be transparent about how we get there.**

Participants consistently emphasized the following expectations:

- Protect classrooms and student-facing supports.
- Maintain special education, behavioral, and mental health services.
- Reduce administrative overhead and increase efficiency.

- Keep equity at the center of decisions.
- Maintain fiscal transparency and clear communication.

### **How Decisions Are Being Made:**

In response to this feedback, the district developed a [Budget Decision-Making Guide](#) to ensure that each recommendation is evaluated consistently and transparently. The guide frames decisions around alignment to district values, student impact, equity, sustainability, operational efficiency, community voice, and compliance with legal and contractual requirements.

Using this framework, the district is examining what must be preserved, what can be scaled back, what can be paused, what may need to be de-implemented, and the trade-offs associated with each option.

### **The Fiscal Context:**

As previously shared with the Board and community, Eugene School District 4J is projecting an approximately **\$30 million budget shortfall for the 2026–27 school year**. This deficit is the result of several converging factors: rising personnel and contractual costs, the expiration of one-time federal pandemic relief funds, and declining enrollment across Lane County driven by lower birth rates. Because Oregon’s school funding formula is directly tied to student enrollment, this decline has a sustained impact on the district’s long-term revenue stability.

This fiscal reality requires difficult choices about programs, staffing, and district operations. Before advancing those decisions, the district’s priority has been to listen deeply to those most impacted—our staff, families, students, and broader community.

On November 5, 2025, the Board approved a [Resolution 2025-26-05 Directing the Development of a Sustainable Budget](#) and authorizing Superintendent Miriam Mickelson to prepare a proposed budget for the coming school year that reduces the district’s workforce and programs

### **Phase 2 Reduction Plan:**

On January 7, 2026, the district presented **Phase 2 reductions totaling an estimated \$18 million**. Recommendations in this phase are informed by community input and guided by the district’s decision-making framework. A board resolution approving Phase 2 recommendations is presented separately for board action.

Caring for students today and protecting their future are not competing priorities—they are the same responsibility. The majority of current students will return to our schools next year, seniors will graduate in June, and we will welcome a new kindergarten class in September. These realities underscore the importance of making decisions that support students now while ensuring the district’s long-term ability to serve future students.

### **Supporting Staff Through Change:**

*It is important to acknowledge that behind every reduction are people.*

Approximately **90 cents of every district dollar is spent on staffing**, which means that a \$30 million reduction will significantly impact our workforce. While the district continues to prioritize minimizing impacts on students, specific reduction-in-force impacts on buildings and departments will be finalized in the spring, through June, in alignment with established HR processes and attrition considerations. This approach prioritizes transparency while avoiding unnecessary harm and prolonged uncertainty.

### **Preserving Core Student Services:**

As reductions are considered, it is equally important to reaffirm what the district currently provides—and intends to preserve.

Across the district, Eugene School District 4J continues to implement the Science of Reading; strengthen literacy and math instruction; update curriculum; and maintain access to arts, electives, career and technical education pathways, Dual Language Immersion, and early learning. The district continues to provide health services, special education, English Language Development, and social-emotional, mental health, and behavioral supports.

Operational teams—including transportation, nutrition services, technology, safety, human resources, finance, and facilities—ensure that learning environments remain safe, stable, and functional each day. This systemwide view helps clarify where reductions can occur while safeguarding the direct services and supports that students rely on.

### **Phase 1 Review:**

On December 10, 2025, the district presented **Phase 1 budget reductions totaling an estimated \$2.3 million**. These reductions were intentionally focused outside of the classroom and included operational streamlining, contract and subscription adjustments, and district-level efficiencies that do not directly impact students. These early actions helped establish the financial runway necessary to advance subsequent phases.

Also on December 10, the Board approved [Resolution #2025-26-06 Authorizing a Reduction in Force – Administrative Positions](#), allowing for reductions of up to 32 positions among non-bargaining units, including administrators, directors, managers, supervisors, and professional staff.

### **Phase 3 Preview:**

Phase 3 will outline building based reduction levels. The district’s focus extends beyond balancing a single year’s budget. Over the next three to five years, the district is working to align staffing with student needs and financial realities, preserve essential student-facing positions, sustain high-quality curriculum, and invest in strong teaching and leadership. A multi-year approach reduces disruptive, year-to-year cuts and supports greater coherence and stability across schools and departments.

### **Timeline:**

The district’s phased timeline continues as follows:

- **December–February:** Superintendent recommendations presented in three phases
  - Phase 1 — Executive leadership restructuring and non-personnel reductions (December 10)
  - Phase 2 — Administrative positions and program adjustments (January 7 and January 14)
  - Phase 3 — Licensed and classified staffing (January 21 and February 4)
- **February–March:** Staffing and contractual obligations; development of the proposed 2026–27 budget
- **March–April–May:** Budget Committee meetings (March 31, April 8, April 22) and Board Public Hearing on May 13.
- **May 27:** Final Board adoption of the budget, as required by June 30, 2026

**Closing Commitment**

As the district moves forward through this phased process, our commitments remain unwavering. Every decision is grounded in putting students first, ensuring that resources are aligned in ways that advance equity, and communicating openly and transparently with our community. Even in a challenging fiscal period, we are working intentionally to provide predictability and stability for students, families, and staff.

Phase 2 reductions mark an important step in a broader, multi-phased strategy to restore financial stability while strengthening our operational foundation.

This work is guided by a clear purpose: to ensure that Eugene School District 4J remains a highly functioning, student-centered district—one that can meet the needs of today's students while safeguarding the future for those yet to come.

# Budget Reductions Phase 1 & 2 - RECAP

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January 14, 2026 | Eugene School District 4J

## Phase 1 Reduction Estimates: \$2.3M

<b>Technology Subscriptions</b>	<b>\$0.25M</b>
Contracts to related to products that provide tech access, such as Thought Exchange, Seesaw, Rosetta Stone, and other products.	

<b>Professional Development</b>	<b>\$0.50M</b>
Departmental professional development reductions and MAPS member Professional Development disbursements will be paused for 2026/27.	

<b>School Discretionary Budget</b>	<b>\$0.22M</b>
School discretionary budget reductions for 2026/27 for each school.	

<b>Professional Service Contracts</b>	<b>\$0.03M</b>
Contract reductions to individuals that are providing services for items such as investigations, job reviews, coaching, and other services.	

<b>Department Reductions</b>	<b>\$0.41M</b>
Products and services related to departments. This includes general materials and services, and contracts related to providing services.	

<b>Staffing and Stipend Reductions</b>	<b>\$0.89M</b>
Staffing and reductions in associated payroll costs. Unemployment estimates are included for staff reductions.	

## Phase 2 Reduction Estimates: \$18M

<b>Staffing Adjustments</b>	<b>\$6.68M</b>
Non-bargaining units; initial licensed & classified staff	

<b>Credit Retrieval &amp; Online Programs</b>	<b>\$0.83M</b>
De-implement Middle School EOA; Scale back High School Extended Day and High School EOA	

<b>Academic Support &amp; Extracurricular</b>	<b>\$3.55M</b>
Scale back AVID, Summer School and BEST programs, OSAA athletics reclassification	

<b>CALCI</b>	<b>\$1.88M</b>
Future Build: Centralized at North Eugene; Creative Current at Sheldon; Humanitech at South Eugene	

<b>Nutrition Services &amp; Catering</b>	<b>\$2.75M</b>
Reduce Nutrition Services General Fund transfers; Pause on production kitchen and catering services	

<b>Administration Consolidation</b>	<b>\$0.83M</b>
Leverage attrition to adjust secondary administrative structures at lower enrollment sites to better align staffing with enrollment levels <sup>9</sup>	

<b>Staff Support</b>	<b>\$4.49M</b>
Pause centrally managed mentorship and educator pathways programs, reduce instructional support capacity, and conclude conflict resolution function at the district level	

<b>Unemployment</b>	<b>- \$3.00M</b>
Unemployment Cost Estimates	

## Unemployment Costs

- State of Oregon Unemployment
  - Maximum weekly Benefit (2025): \$872
  - Benefit Duration: Up to 26 weeks of payments within a 52-week claim year, provided the individual meets eligibility requirements
  - How it's calculated: Your specific amount is 1.25%<sup>10</sup> of your total pre-tax earnings from your "base year" (a specific 12-month period used by the State of Oregon)
    - $\$872 \times 26 \text{ Weeks} = \$22,672$
    - \$22,500 was used as an estimate for every 1.0 FTE that is anticipated to be laid off

# Phase 2 Followup

# Phase 2 Followup

## Extended Day

- Relocation to ECCO in second semester
- Still includes transportation options
- Savings on support staff & mileage
- Maintaining credit opportunities
- Currently around 90 students enrolled

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## Eugene Online Academy

- Eliminating the Middle School online academy
- At the High School, we identified that the district would be looking at resizing this program to match staffing with student enrollment, which will be included in the Phase III reductions

## CALCI Transitions

- CALCI will end programs and transition to high school based CTE course offerings
  - Ending lease of the downtown building
- Future Build will remain @ North HS
  - Course of study will be adjusted with new staffing levels
  - Continue to be offered district-wide with transportation
- SEHS will regain an Engineering Technology Pathway involving some of the course components from HumaniTech
- Sheldon will add a Digital Arts pathway using course components from Creative Current
- EmpowerED will be paused
- As staffing in 2026/27 is planned, current CALCI programs will be shifted to building based CTE pathways and FTE within high schools

# Phase 2 Followup

# CTE Offerings Looking Forward

\* Subject to change as plans for 2026/27 begin & enrollment

## Phase 2 Followup

### Churchill HS

Digital Arts  
Engineering Technology  
Health Sciences  
Natural Resources

### North HS

Info & Comm. Technology  
Early Childhood Ed  
Digital Arts  
Manufacturing 13  
Culinary Arts  
Architecture & Construction

### Sheldon HS

Business Mgmt & Admin.  
Digital Arts  
Forestry & Forest Products  
Info & Comm. Technology

### South HS

Digital Art  
Early Childhood Ed  
Engineering Technology  
Journalism & Broadcasting  
Culinary Arts  
Web & Digital Comm.

## BEST Program

- Living within 21st Century Grant - \$450k
  - 2026/27 will be year 4 of 5 with the grant
- Closely collaborating with ODE to maximize grant funds
- Admin team is collaborating to create a high-level program within the financial constraints of the grant
  - Still in the middle of planning for 2026/27

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## Summer Programs

- ODE will release a competitive summer grant that may offer up to \$1M to districts for programs. 4J will apply.
- Without the grant, the focus would be on credit recovery and level transitions for Tier 2 students (Kinder, 5th>6th, 8th>9th).

# Phase 2 Followup

## Next Steps: Care, Support, & Planning

### **Communicate with Clarity, Care, & Compassion**

- Continue to provide timely, transparent updates.
- Partner with labor groups to support impacted staff.
- Center dignity, compassion, and stability for impacted staff, schools, and families.

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### **Plan Responsibly for Today and Tomorrow**

- Begin reimagining how our schools and departments will look, feel, and provide the support to our students, staff, and community in 2026/27 and beyond.



**ITEM FOR ACTION**

**Date of Meeting:**

January 14, 2026

**Title:**

Approve Agreement with Oregon School Employee Association

**Presenter:**

Brooke Wagner, Assistant Superintendent for Administrative Services

Kate Marrone, Director of Human Resources

Blanca Flores-Lopez, Human Resources Administrator

**Background:**

After a collaborative process that began in April of 2025, we are pleased to share that the Eugene School District 4J and the Oregon School Employees Association (OSEA) bargaining teams have reached a tentative agreement.

This agreement reflects months of shared commitment to supporting students, staff and our school community. We are deeply grateful to our classified employees, all of whose daily work is critical to the success and well-being of our students.

We appreciate the time, effort, and engagement throughout this process and are grateful that the resulting agreement honors the vital contributions of our classified staff while supporting stability for the district.

The Oregon School Employee Association, representing classified employees, and the district are parties to a collective bargaining agreement that expired on June 30, 2025. Representatives of the parties have exchanged proposals and have reached tentative agreement on a proposed agreement on December 11, 2025. Highlights from the proposed agreement are below:

Topic	Change
Cost of Living Adjustments	July 1, 2025: 5% (retro) July 1, 2026: 5% July 1, 2027: 5%
Insurance Contributions	Increases of \$60/month in years 2 and 3

Positions Moved to Higher Pay Grade	Senior Groundskeeper: 7 to 8 Bus Driver Specialist: 9 to 10 Transp. Driver Trainer: 10 to 11 Transp. Driver Training Coord: 11 to 12 LPN: 10 to 15 Food Service Coord. II: 8 to 9
Retirement	Extend Supplemental Retirement Benefits for 3 additional years
	\$25 increase to Option 2 and 3 benefits
	Allow 40 hour sick leave donation to bank at retirement
Terms of Contract	Remove the limit on 5 non-economic articles
Longevity Anniversary Payments	20yr: increase from \$1,000 to \$1,500 25yr: increase from \$1,500 to \$2,000
Paid time for OSEA union activities	Increase from 85 hours to 450 hours
Association Rights	Provide private office space for OSEA President
Evening Shift Differential	Expand premium to all hours worked
Professional Education Program	Increase funding from \$15,000 to \$35,000 per year
Transportation	Restructure of FTE to smooth pay system Add 4 Paid Training Days
Transportation - Trip Cancellation Pay on Non-student Contact Days	Show up pay: increase from 2 hour minimum to half of the time of the trip  Add Short notice cancellation pay of 2 hour minimum
Safety Gear	Increase reimbursement from \$150 to \$250 for footwear, \$150 to \$200 for other gear. Expand to allow for approved gear

Transportation Reimbursements	Add reimbursements for CDL fees, training, and licenses to CBA
Bilingual Stipend -Assigned Duties	3% stipend
Bilingual Stipend - Student Population	2% stipend
Affinity Group Facilitator Pay	Increase HS from \$2,500 to \$3,000 Increase MS from \$1,500 to \$2,500 Increase ES from \$1,000 to \$1,500 Increases Retro to July 1, 2025
Vacation	Front load accruals for all employees
	Add vacation tiers: From: 0-4; 5-14; and 15+ years To: 0-4; 5-9; 10-14; 15-19; and 20+ years
	Non-twelve month employee in paid status for 240+ days paid 10 days of work
	Allow two years of accruals
Final Paycheck	Expedite final paycheck
Grievance Procedure	Increase Step 1 grievance filing deadline from 15 to 25 days
	Expanded definition of grievance
Workplace Safety and Safe Learning Environment	Added new CBA Article 26 expanding safety language
	2 additional hours of District required training during orientation
	Wage differential for delegated medical protocols: \$1.50 an hour in 1 hour increment
Joint Labor Management	Structural improvements

School Year Calendar	OSEA may provide feedback to the school board proposed calendar, aligned to EEA
Classification Review	Review all OSEA classifications by 6/28

A copy of the agreement is in the board packet. OSEA approved the agreement on January 8, 2026. If the board approves this contract, classified employees will receive retroactive COLA as per the new contract from July 1, 2025, or based on start date to present. This payment will appear on their January 2026 paychecks.

**Budget/Resource Implications**

The cumulative cost of this agreement over a three-year period is \$15.9 Million (classified costs only).

**Recommendation**

The Superintendent recommends approval of the agreement with OSEA.

# **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**OREGON SCHOOL EMPLOYEES  
ASSOCIATION**

**Chapter No. 1**



**and**

**EUGENE SCHOOL DISTRICT 4J**



**202~~52~~ - 202~~58~~**  
**(As amended in November 2022)**

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

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

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

ADA Accessibility Coordinator  
200 North Monroe Street  
Eugene OR 97402  
541-790-7672  
[hr\\_ada@4j.lane.edu](mailto:hr_ada@4j.lane.edu)

Title VI & IX Coordinator  
200 North Monroe Street  
Eugene OR 97402  
541-790-7558  
[titleixcoordinator@4j.lane.edu](mailto:titleixcoordinator@4j.lane.edu)

EEO Coordinator  
200 North Monroe Street  
Eugene OR 97402  
541-790-7668  
[eeo@4j.lane.edu](mailto:eeo@4j.lane.edu)

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**COLLECTIVE BARGAINING AGREEMENT  
Between OREGON SCHOOL EMPLOYEES  
ASSOCIATION, CHAPTER 1 and  
EUGENE SCHOOL DISTRICT 4J,  
LANE COUNTY, OREGON 2022-2025**

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

THIS AGREEMENT, made the ~~16th~~XXX day of ~~November~~XXXX 2022~~20XX~~, by and between EUGENE SCHOOL DISTRICT 4J, LANE COUNTY, OREGON, herein called "District," and the OREGON SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 1, herein called "Association."

**RECITAL**

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

## ARTICLE 1 – TERMS OF THE CONTRACT

- 1.1 Duration of Agreement. ~~Unless another date is specifically designated, this Agreement shall become effective on July 1, 2022 upon ratification, and remain in effect through June 30, 2025.~~ During successor negotiations for the 2025 contract, each party will ~~endeavor to limit the number of articles opened no more than five articles for negotiation, and may open an unlimited number of economic articles, including but not limited to wages, benefits, allowances and insurance reserves. The purpose of limiting the number of articles for successor negotiations is to support the parties' interest in expediting bargaining.~~
- 1.2 Negotiating Successor Agreement. The parties agree to enter into collective bargaining over a successor agreement no later than February 15th of the last fiscal year of this Agreement. Any successor Agreement so negotiated shall be reduced to writing after ratification by the parties.
- 1.3 Matters Covered. All matters not specifically covered in this Agreement shall be deemed to have been raised and disposed of as if specifically covered herein. This instrument contains the full and complete Agreement between the Association and the District on all bargainable issues and neither party shall be required during the term of this Agreement to negotiate or bargain upon any issue except as provided in this Agreement.
- Notwithstanding the foregoing, if federal or state laws are enacted during the term of this Agreement which directly and negatively affect a specific term of this Agreement, either party may demand to bargain the negative effect. ~~In addition, the Association accepts from Section 1.3 its right to require bargaining on any District change in working conditions on smoking in the work place.~~
- 1.4 Separability. In the event that any provision of this Contract shall at any time be declared invalid by any court of competent jurisdiction or by the Oregon Employment Relations Board or if a statutory change voids a Contract provision, such decision or statutory change shall apply only to the specific article, section or portion thereof directly specified in the decision or directly affected by the statutory change. Notwithstanding ORS 243.702(1), such a decision or statutory change shall not invalidate the entire Contract; it being the express intention of the parties hereto that all other provisions not declared invalid or voided shall remain in full force and effect.
- If such a decision or statutory change does invalidate any provision of this Agreement, then upon the request of either the District or the Association, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.
- 1.5 Funding. The parties recognize that revenues needed to fund the benefits provided in this Agreement must be provided by established budget procedures and in certain circumstances by the vote of the citizens. All such benefits are, therefore, contingent upon sources of revenue and, where applicable, voter approval. After the imposition of any resource and/or expenditure limitation by the court(s), the legislature, or a vote of the people of Oregon, the direct and indirect monetary benefits of this Agreement shall be subject to renegotiation between the parties, upon written request for renegotiation being made by the District to the Association. In the event the District requests renegotiation prior to June 30, the existing monetary benefits shall be continued into the next fiscal year. In the event the District requests renegotiation after June 30, monetary benefits will revert to those existing during the prior fiscal year.
- If negotiations do not result in a modification(s), the District may implement its last offer as provided herein. If the total cost of the direct and indirect monetary benefits of the District's last offer is not less than ninety-five percent (95%) of the total cost of direct and indirect monetary benefits enjoyed by employees in the prior fiscal year, the District may implement its last offer after mediation and fact-finding and the Association waives the right to strike. If the total cost of the direct and indirect monetary benefits of the District's last offer is less than ninety-five percent (95%) of the total cost of those enjoyed by employees in the prior fiscal year, the District may implement its last offer, and the Association may exercise the right to strike as provided by law. However, the Association waives the right to strike if the District's last offer is associated with a resource and/or expenditure limitation imposed by the court(s), the legislature, or a vote of the people of Oregon.
- If the District closes its schools because of lack of funds, no member of the bargaining unit shall be entitled to any benefit provided in this Agreement while the schools are closed. The District shall not be required to "make up" any terminated benefit after schools are again opened, but the District will use its best efforts to enable employees to continue non-recoverable insurance coverage with voluntary payments by the employee while schools are closed.
- 1.6 The Association and the District will cooperate in the formation and function of a joint labor/management committee (JLM) which will address issues of mutual concern. Issues will be brought to the committee ~~by designated representatives of the Association and the District, and by JLM~~ committee members. The committee will not function in place of the grievance procedure or the negotiation process.

The joint labor/management committee shall meet ~~regularly~~ monthly throughout the work year. ~~The District may select up to three (3) representatives and the Association may select up to three (3) representatives to serve as JLM committee members and be representative of District managers and the Association's members. Upon mutual agreement of the parties, either party may invite a reasonable number of guests to a JLM meeting provided they have unique knowledge about a specific topic before the committee.~~ The committee shall adopt a structure for its process and use an ~~interest-based~~ collaborative process for ~~attempting to addressing~~ addressing issues. ~~A small group shall be designated the committee's coordinators who shall meet on a more regular basis and be the primary source for identifying issues that the committee will address.~~ The committee is intended to function and make its decisions by mutual agreement.

- 1.7 Appendices A through Appendix ~~E-D~~ are attached to this Agreement, incorporated herein, and made part of this ~~contract~~ Agreement.

**Commented [AA1]:** Appendix D - Medical Services Provided by Classified Employee, was removed entirely from the CBA and incorporated other places in the CBA, and therefore, we need to move up the numbering of the Appendices.

## ARTICLE 2 – RECOGNITION

- 2.1 Exclusive Representative. The District hereby recognizes the Association as the exclusive bargaining representative for all classified employees of the District; EXCLUDING: Supervisory and confidential employees; work experience persons, substitutes, trainees, temporary employees, and non-bargaining unit seasonal employees, as defined herein; and those employees of the District in the teacher and substitute teacher bargaining units, and employees whose position requires a teaching certificate.
- 2.2 Definitions
- 2.2.1 Employee. For the purpose of this Contract, the term "employee" shall include all employees represented by the Association in the bargaining unit.
- 2.2.2 Temporary Employee. For the purpose of this Contract, a "temporary employee" is one who is hired for a period not to exceed ~~five hundred and fifty (550) hours each fiscal year ninety (90) working days~~ to fill a position created for the purpose of completing a specific task that will not be done on a regular basis or to fill intermittent District work needs.
- 2.2.3 Substitute Employee. For the purpose of this Contract, a "substitute employee" is one hired for the purpose of filling the position of an absent employee.
- 2.2.4 Seasonal Employee. A seasonal employee is employed in a position available each year on a seasonal basis. A person hired to fill a seasonal position who at the time of hire is not employed in a position represented by OSEA in Section 2.1 is a non-bargaining unit seasonal employee.
- 2.2.4.1 Rights and benefits of employees in the bargaining unit hired in seasonal positions:
1. The District shall post seasonal positions.
  2. If the District intends to hire non-bargaining employees as seasonal grounds crew employees during spring break, then a minimum number of seasonal grounds crew positions shall be established and posted for the spring break and qualified District employee applicants shall be hired in the positions based on seniority in the seasonal position before any non-bargaining unit applicants are hired ~~given first consideration for these positions~~. Facilities Management shall work with the grounds crew to determine the minimum number of bargaining unit member seasonal positions based on weather, financial resources, number of workers needed, type of grounds work, and other variables normally considered.
  3. Qualified District employees applicants will be hired in available seasonal positions based on seniority in the seasonal position before any non-bargaining unit applicants are hired ~~given first consideration in filling seasonal positions~~.
  4. Seasonal Positions in the Same Classification: District employees hired for seasonal positions that are in the same classification as the employee's current classification shall have all the rights, benefits, and responsibilities as if continuously employed in the same classification, except seasonal employees in the same classification are not eligible for vacation and are eligible for the payment in section 2.2.4.2.2.
- 2.2.4.2 Seasonal Positions in a Different Classification:

1. District employees hired for seasonal positions that are not in the employee's current classification shall be paid pursuant to the classified salary schedule for the position. The employee will be placed on the ~~lowest~~ step corresponding with the employee's experience ~~in the seasonal position~~.
2. Employees in these seasonal positions do not qualify for vacation. However, a seasonal employee who is in paid status two hundred forty (240) or more days in the fiscal year shall be paid an amount equal to ten (10) days of work in their school year position, to be paid in August.
3. Employees in these seasonal positions do not qualify for any other benefits provided herein except that they shall continue to earn sick leave at the rate of one day for each month worked, and they shall be eligible for bereavement leave in ~~section Article~~ 13.2 and jury duty leave in Article 13.6.
4. Beginning with the third consecutive year in a seasonal position and during each year thereafter, an employee will be granted holiday pay for the 4th of July if they were in a paid status in their last working day before this holiday. However, if the employee is eligible for vacation pay in section 2.2.4.1 in their first or second consecutive year in a seasonal position, the employee will be granted holiday pay for the 4th of July if they were in a paid status in their last working day before the holiday.

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

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

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

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

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

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

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

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

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

### ARTICLE 3 – DEFINITIONS

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

- 3.1 Association: Oregon School Employees Association Chapter 1, its officers and agents.
- 3.2 Demotion: An employee movement from one classification to another classification which is assigned a lower pay grade. Demotions may be either voluntary or involuntary.
- 3.3 District/Board of Directors: Board of Directors, Eugene School District 4J, Lane County, and its officers and agents.
- 3.4 Employee: All employees represented by the Association bargaining unit as defined in Section 2.2.1.

- 3.5 HR: Human Resources Department of the District.
- 3.6 Leave of Absence: An authorized absence from work for any period of time either in a paid or unpaid status.
- 3.7 Overtime, Compensatory Time: Defined in Section 11.2.
- 3.8 Paid Status Time: Means any day an employee is required to actually work or is absent and is being paid.
- 3.9 Pay Grade: The level of a pay range for a particular job classification consisting of several intermittent rates with a minimum and maximum rate as set forth in Appendix B.
- 3.10 Promotion: An employee movement from one classification to another classification which is assigned a higher pay grade.
- 3.11 Supervisor: Building administrators, heads of central services departments or subdivisions thereof, and other individuals having the authority, in the interest of the District, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, or discipline other employees, or effectively recommend such action. Supervisors do not include members of the licensed bargaining unit.
- 3.12 Temporary, Substitute, or Seasonal Employee: Defined in Sections 2.2.2, 2.2.3, and 2.2.4, respectively.
- 3.13 Work Month: A work month is the actual number of work days normally assigned to a specific employee in a calendar month.
- 3.14 Work Week: See Section 11.2.
- 3.15 Work Year: The work year, including work days and paid holidays, is designated below for the various work groups. No guarantee is made that the number of days will be worked if a District school(s) is closed due to natural causes, other causes outside the District's control, or budget limitations.
  - 3.15.1 Student Attendance Day Employees Student attendance days plus 8 paid holidays.
  - 3.15.2 192 day employees 184 work days plus 8 paid holidays.
  - 3.15.3 196 day employees 188 work days plus 8 paid holidays
  - 3.15.4 10-month employees 204 work days plus 9 paid holidays.
  - 3.15.5 11-month employees 217 work days plus 9 paid holidays.
  - 3.15.6 12-month employees 12-month work year which includes 249 work days plus 11 paid holidays.
- 3.16 Year: Year shall mean the work year, which is the employees' period of assigned service as defined in Section 3.15.
- 3.17 School Year: School year shall be defined as the portion of the fiscal year in which students are in attendance in school.
- 3.18 Fiscal Year: Fiscal year shall mean the period of time from July 1 through the following June 30.
- 3.19 Calendar Year: Calendar year shall mean a twelve-month period from January 1 through December 31.

**ARTICLE 4 – ~~EMPLOYEE PAYROLL DEDUCTIONS AND ASSOCIATION RIGHTS~~**

- 4.1 Payroll Deductions
  - 4.1.1 Voluntary Deductions. The District shall deduct from the salaries of the employees in the bargaining unit at the employees' request the following:
    - 4.1.1.1 Dues to the Association
    - 4.1.1.2 Premiums for Board-approved health & welfare benefits
    - 4.1.1.3 Tax-sheltered annuities
    - 4.1.1.4 Salary-continuation insurance
    - 4.1.1.5 Contributions to the United Way
  - 4.1.2 Dues Deduction. The District shall honor the present dues deduction authorization executed by the employee in favor of the Association. The Association shall provide a list of bargaining unit members identified by the Association to have authorized, in writing, the District to deduct from wages the payment of dues and fees to the Association, which shall be relied upon by the District. The District shall transmit the deductions to the state office

on the Oregon School Employees' Association (OSEA) by the fifteenth (15<sup>th</sup>) of the month following the date of the deduction.

- 4.1.3 The Association agrees to indemnify, defend, and hold the District harmless against any claim, demand, suit or liability (monetary or otherwise) resulting from or associated with payroll deductions paid to the Association.
- 4.1.4 Employees are regarded under U.S. Treas. Reg. Sec. 1.409-2(a)(14) as service providers receiving recurring part-year compensation. As such, employees who wish to elect to receive compensation on a 12-month basis must make such election before the first date of service. The parties agree this Agreement signifies such election by all current members, and those who become employees during the term of the Agreement. Until a successor agreement is signed this provision shall be considered a part of the status quo.

#### 4.2 Association Rights

- 4.2.1 Posting Communications. The District shall provide the Association with reasonable bulletin board space at each work location in a staff room or similar location on bulletin boards now in existence for the Association's use in communicating with members in the bargaining unit which it represents. Association communications shall include a statement that its source is the Association and shall only be of matters of interest to its members. There shall be no defamatory or scurrilous material posted.
- 4.2.2 Meeting with Existing Employees. Duly-authorized representatives of the Association as identified by OSEA, may meet with an employee, on District property during the employee's regular working hours, to investigate and discuss grievances, attend investigatory meetings; engage in collective bargaining, and perform other duties agreed upon by the Association and the District. Such meetings shall not interfere with District operations and shall be limited to time periods determined by the principal or supervisor to have the least impact on the school or work day. The District will not unreasonably deny Association access to employees. The representatives may leave a message for employees at any other time. The Association shall provide the District with a current list of names and telephone numbers of the representatives.
  - 4.2.2.1 Employee Orientation. The District shall require all employees newly hired into bargaining unit positions to attend new hire orientation. The District shall grant duly-authorized representatives of the Association access to newly hired bargaining unit members for thirty (30) minutes during employee orientation. The Association shall be permitted to set up a table and meet directly with employees before, after and during breaks at orientation. The District shall provide the Association notice of any changes made to the time(s), date(s), and/or location of the new employee orientation as soon as possible. If the rescheduled orientation will occur with less than five days' notice, then the District will waive the notice period under 4.2.7.
- 4.2.3 Use of District Mail. The Association may place communications to its members in the District's mail system, ~~but the District may give its own mail priority in its distribution.~~
- 4.2.4 Use of District Email. The Association may use District email subject to the terms and conditions of the current District Technology Appropriate Use Guidelines and District policies and administrative rules applicable to such use. All Association communications must clearly identify the Association authorship.
- 4.2.5 Use of District Facilities. The Association and its representatives may be present in District Facilities, provided there is no interference with the normal school programs or District 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 site administrator. The Association will comply with District rules for visitors on District premises. The Association or committee of the Association shall, subject to School Board policy then prevailing, be allowed the use of District facilities for meetings for the purpose of conducting Association business. The Association will obtain advanced approval from the site administrator for use of an assigned meeting room. Approval for use of the room may not be unreasonably withheld.
- 4.2.6 The District shall grant the Association President a leave for carrying out Association business of representing bargaining unit members on matters of working conditions. During the term of this leave, the President's employment status and rights shall continue as if employed in the position from which they are on leave. However, if the position held prior to leave no longer exist at the end of the leave, the President shall have seniority, classification, time block and job placement rights in accordance with Article 24 of the CBA. In the event the President's leave is part-time, the District and the Association will reach mutual agreement on the President's assignment before the leave can begin.

The Association shall reimburse the District for all its costs associated with payments to the President for their time on this leave. The District will provide the Association an itemized invoice on a quarterly basis for the leave reimbursement.

If the Association President opts out of District-provided medical insurance coverage:

(a) the District will not make medical insurance contributions on behalf of the Association President under Article 17.1 but will make a pro-rated contribution for benefits not eligible for opt out; and

(b) the District will invoice the Association an amount equal to the pro-rated contribution for benefits not eligible for opt-out.

The District will provide a private office for the Association President's use.

#### 4.2.7 Release Time for Designated Association Representatives.

4.2.7.1 District Paid. The District will provide up to an overall total of four hundred and fifty (450) ~~eighty-five (85)~~ hours of paid release time per fiscal year for designated association representatives to engage in activities described in ORS 243.798 including attending investigatory meetings, and membership drives. OSEA Chapter 1 membership drives may be held during two one-week periods per year at District sites. OSEA and Human Resources will confer in advance about the proposed activity to avoid foreseeable conflicts and hardship to the school or department. The District and Association may mutually agree to increase the amount of paid release time available, should the need arise.

4.2.7.2 Association Reimbursed/Unpaid. The ~~district-District~~ District shall authorize reasonable up to forty (40) ~~hours of unpaid-reimbursed association~~ Association leave to attend conferences and workshops that pertain to matters which are directly related and central to the parties' collective bargaining relationship for attendance at OSEA trainings, statewide conferences, and events. OSEA will reimburse the District for the wages and fixed payroll costs of the absent employee.

4.2.7.3 Process. A representative's request for release time under Article 4.2.7 must be submitted, in writing, for approval to the employee's supervisor and then to a Human Resources administrator at least five (5) calendar days in advance; if the need for release time is unforeseeable such that five (5) days' notice is impracticable, the District may waive the notice period. The District will approve the release time request if it determines that granting the leave will not negatively affect the program. Requests will not be unreasonably denied.

4.2.8 The District shall provide the Association with contract information for new and existing bargaining unit members in accordance with the timelines outlined in ORS 243.804.

#### 4.2.9 Calendar

4.2.9.1 The District shall present the proposed school calendar to the Association at least forty-five (45) 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 forty-five (45) calendar day notice shall not apply. During the forty-five (45) day period, the District will provide responses to Association feedback within four (4) ~~four~~ regular work days of receipt. The Superintendent or designee will attempt to resolve any differences regarding the calendar.

4.2.9.2 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.

4.2.9.3 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.

4.2.9.4 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.

4.2.9.5 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.

4.2.9.6 The Board shall adopt the schedule upon recommendation of the Superintendent.

4.2.84.2.10 The District will make every effort to include bargaining unit members' voices in voluntary workgroups that advise on decisions that may impact classified employee working conditions and District-wide workplace culture that are created; and administrated at the direction of the Superintendent or designee; and when other bargaining units are included.

## ARTICLE 5 – DISTRICT RIGHTS

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

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

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

## ARTICLE 6 – CONTRACTING OUT

- 6.1 The District will timely involve the Association in its determination on whether services are being provided effectively and competitively as part of its consideration of a possible decision to contract out an existing classified employee position(s). The District retains the right to decide to contract out bargaining unit work without bargaining the decision.

Before the District can make a decision to contract-out services, the District will inform the Association of its concerns about the operation of a service which could result in contracting-out work presently being performed by employees in the bargaining unit or services that would result in the total or partial loss of classified employee employment. Upon notification the Association will have fifteen (15) business days to inform the District of its desire to be involved in the decision making process.

- 6.1.1 If so, a joint task force will be formed to address the issue through an interest based process which will include (at a minimum) the following steps:
  - 6.1.1.1 Problem definition;

- 6.1.1.2 Data collection;
- 6.1.1.3 Option development and evaluation, including allowing current employees a reasonable opportunity to develop an option for consideration by the task force;
- 6.1.1.4 Consensus, if possible; and
- 6.1.1.5 Implementation or referral.
- 6.1.2 The joint task force may consider and, if mutually agreeable, implement or recommend options including, but not limited to the following:
  - 6.1.2.1 Issue RFPs to collect more data;
  - 6.1.2.2 Implement specific solutions agreed to by consensus;
  - 6.1.2.3 Recommend no change in operations; or
  - 6.1.2.4 Recommend contracting-out.
- 6.1.3 If after the completion of the interest based process no consensus is reached and/or the District believes contracting-out is the desired solution,
  - 6.1.3.1 The Association will have input into any bids let,
  - 6.1.3.2 The District will bargain with the Association as provided in Section 6.2 the impact of the decision, and
  - 6.1.3.3 The Association will have the right to present a minority report to the school board for its consideration.
- 6.2 The Association retains only its right to bargain the impact of the District's decision to contract out if the decision eliminates work or existing classified employee(s).

**ARTICLE 7 – CLASSIFICATION AND RECLASSIFICATION OF POSITIONS**

- 7.1 Appendix B is a list of the classifications and classification pay grades generally in use at the time of ratification of this agreement. The parties acknowledge the list may require updating during the term of the contract.
- 7.2 Definitions
  - 7.2.1 Definition of "Classification:" A classification is a categorical grouping of positions performing a comparable set of duties that adhere to the Oregon Equal Pay Act (OEPA) definition of comparable work. (ORS 652.210)
  - 7.2.2 Definition of "Job Description:" A job description is the written set of duties performed including essential functions, general requirements, and the minimum qualifications determined by the District for all positions. The District will align each job description to one classification stated in Appendix B through the criteria stated in Article 7.2.1.
  - 7.2.3 Definition of Day. A "day" shall mean the employee's work day excluding Saturdays, Sundays and the employee's vacation days and holidays, unless otherwise provided.
- 7.2.3 New Classification. If the District creates a new classification, it shall develop a class specification and proposed pay grade that complies with Oregon Pay Equity law, and notify the Association ~~of the same~~. The Association shall have the opportunity to review, meet and/or discuss the matter with the District. If the Association objects to the District's pay grade proposal, it shall have fourteen (14) calendar days in which to inform the District of any demand to bargain over the pay grade, and the parties will engage in expedited bargaining pursuant to ORS 243.698. Negotiations teams will be comprised of two (2) members each unless the parties agree otherwise. The District may, at its option, implement the proposed pay grade pending the completion of negotiations.
- 7.4 Modifying Existing Classifications. The District has the unilateral right to update, edit, adjust, or modify an existing classification where any update, edit, adjustment or modification does not substantially alter the authority, scope, impact and/or responsibility levels of the classification. If changes to a classification are made over the term of this Agreement that substantially alter the authority, scope, impact, and /or responsibility level of the classification, the District will provide notice to the Association and any affected staff within five (5) days of the change, and the Association may demand to bargain over the change.
- 7.5 Reclassification ~~Request Process for~~ Existing Positions.

~~7.2.17.5.1~~ An employee may initiate the reclassification request process for existing positions if, based on evidentiary documentation, the employee asserts that the function of a job has changed and no longer aligns with its current classification, and the proposed changes to the assigned duties, authority, scope, impact and/or responsibilities align it to an alternative existing or new classification.

~~Reclassification. The reclassification process can occur when there is a permanent and substantial change of duties.~~

~~7.2.2~~ ~~Reclassification Process. The District, an employee or the Association may initiate the reclassification procedure as follows:~~

~~7.2.37.5.2~~ To initiate the process, the employee must ~~The process is initiated by submitting in writing to their immediate supervisor, Department Director/Building Administrator, and Human Resources a request that the employee's position be considered for reclassification. The request must include completion of any required forms and include evidentiary documentation required supporting the request which may include a position description and highlighted changes in job duties and responsibilities. The position supervisor or administrator will attest to the accuracy of the position description or resolve differences or state their differences, and submit the request to the appropriate Department Director or Building Administrator.~~

~~7.2.47.5.3~~ The District ~~Department Director or Building Administrator shall will review the request and provide a written decision to the employee position description and forward the reclassification request to the Human Resources Department within fifteen (15) days of receipt of the request~~ ~~two (2) weeks.~~

~~7.2.5~~ Human Resources shall review the position description and allocate the position to an existing class, deny the request with appropriate direction to the employee and/or initiating party and Director or Administrator or prepare a new class specification. If the latter, the District shall follow the procedure in 7.2.

~~7.2.67.5.4~~ Any approved reclassification that results in a pay adjustment will be applied retroactively from the date of the request ~~submission under Article 7.2.3.2.~~

#### ~~7.37.6~~ Appeals of Human Resource Reclassification Decisions

~~7.3.17.6.1~~ An employee or Association may appeal ~~the District's decision on a reclassification request decision to~~ allocate the position to an existing class or denial of request as follows:

~~7.3.1.17.6.1.1~~ The employee must submit a written appeal ~~Employee initiates a written request for review to Human Resources (HR) within ten (10) days two (2) weeks of Human Resource's decision.~~

~~7.3.1.27.6.1.2~~ Within ten (10) days following the appeal submission, HR will ~~provide an initial response to the appeal with a letter which outlines the employee's responsibilities and timelines for the appeal. In the initial response, HR, and may request in writing additional data or evidence from the employee, to be submitted to HR to process the appeal within two (2) weeks.~~

~~7.3.1.37.6.1.3~~ If HR requests additional data or evidence, ~~the employee must respond to HR the completed documents after review by the position supervisor/administrator, within ten (10) days two (2) weeks of the date of the request letter from HR.~~

~~7.3.1.47.6.1.4~~ Upon receipt of an appeal, ~~the HR Director or designee will reviews and compares data received to existing classification specifications and will make a decision within ten (10) days two (2) weeks after receipt of the appeal or receipt of the additional data or evidence under 7.6.1.3, whichever is later.~~

~~7.3.1.57.6.1.5~~ A decision of the HR Director can be grieved only after the grievant and the District have made a good faith effort to resolve their disagreement by using the services of the Employment Relations Board grievance mediation service. If the HR Director's decision is grieved to arbitration, the decision can only be changed if found to be arbitrary or capricious or taken in bad faith or in violation of the law.

#### ~~7.47.7~~ Review

~~Prior to June 30, 2028, the District will review and update as necessary all classifications. The Association and the District agree that classifications and positions in the bargaining unit may be reviewed for appropriate classification and comparison of internal and external wage comparability during the term of this contract upon mutual agreement.~~

~~7.57.8~~ The District and Association acknowledge that market pressures sometimes cause the District to be unable to hire qualified employees in a classification. When this occurs, the parties will address the problem for the affected classification(s) and attempt to agree on a solution.

## ARTICLE 8 – VACANCIES

### 8.1 Postings and Interviews

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

Multiple vacancies in a nutrition services, custodial services, or special education may be recruited with a single pool posting. A pool posting will include work sites, if known, and indicate that subsequent vacancies may also be filled by applicants to this pool. During the recruitment process, applicants may rank their location preferences, and hiring managers will consider the preference when determining assignments.

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

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

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

### 8.2 Filling a Vacancy (Including Pool Postings)

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

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

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

### 8.3 Limited Duration Promotional Opportunity

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

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

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

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

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

## ARTICLE 9 – PROBATIONARY PERIOD

### 9.1 New Employee Probationary Period

9.1.1 Each new bargaining unit employee shall serve a probationary period of seven (7) work months.

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

9.1.3 A classified school employee shall have the right to be dismissed, demoted, or disciplined only for just cause. Probationary employees who are dismissed, demoted, or disciplined may access the provisions of Article 25 – Grievance Procedure through Formal Level Two. In any case in which a probationary employee believes that their

~~right to be disciplined or discharged only for just cause has been violated, the Association may file a complaint with the Oregon Employment Relations Board ("ERB"), alleging a violation of ORS 243.672(1)(g). The Association and employee must first exhaust the Grievance procedure through Formal Level Two prior to the Association filing a complaint with ERB. The District shall have the right to terminate a probationary employee at any time during the probationary period for any reason. The District shall not be required to indicate the reason for its termination, nor is the District's termination decision grievable under the terms of this contract.~~

**Commented [AA2]:** This says "Union" in the TA, but it should say "Association"

- 9.1.4 When a probationary employee completes their probationary period, they shall be considered an employee for all benefits and rights in this contract as of the date the probationary period began.
- 9.2 Probationary employees are not entitled to the following benefits:
  - 9.2.1 Paid personal days under Section 13.3, and student teaching leave under Section 14.2 Unpaid Leave for Student Teaching.
- 9.3 No Probation Required
  - 9.3.1 An employee remains a permanent member of the bargaining unit so long as continuously employed in a bargaining unit position.

#### ARTICLE 10 – PERSONNEL FILE

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

#### ARTICLE 11 – WORKING TIME

- 11.1 Work Hours and Time Schedule. The working hours and schedule for all employees shall be determined by the supervisor or building administrator and approved by the Superintendent or designee. Employees currently scheduled to work Monday to Friday shall not be required to work on weekends, except: (1) voluntarily, unless sufficient numbers of persons in the classification fail to volunteer, or (2) in the event of an emergency.
  - 11.1.1 Work Week. A full-time work schedule shall consist of forty (40) hours within the designated workweek, worked on the basis of five (5) consecutive eight (8)-hour days or four (4) consecutive ten (10)-hour days, exclusive of the

lunch period. To the extent consistent with the operational needs and requirements of the District, employees will be scheduled on a Monday through Friday basis.

- 11.1.2 All paid status time of an employee shall be considered as time worked.
- 11.1.3 Work Beyond Regularly Scheduled Hours. Work time beyond scheduled work hours will be pre-approved in writing, and where pre-approval is not possible, the administrator or supervisor will be informed in writing by the end of the employee's next work day.
- 11.2 Overtime. Overtime work performed by employees in excess of eight (8) hours in any one day, other than trade time, described below, or forty (40) hours in a week. Notwithstanding the foregoing, if the District adopts a ten (10)-hour day and a four (4)-day week for any of its employees, such employees shall be allowed overtime compensation for employment in excess of ten (10) hours in any one day. The work week begins on Monday and ends on Sunday.
  - 11.2.1 Overtime Pay. Overtime will be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay for such employment.
  - 11.2.2 Compensatory Time Off. In lieu of overtime pay and with the approval of the administrator or supervisor, an employee may choose to receive compensatory time off at the rate of one and one-half (1-1/2) times the number of overtime hours worked. Maximum accumulated compensatory time shall be sixty (60) hours for full-time employees, and thirty (30) for part-time employees. An employee who has accumulated the maximum compensatory time shall be paid for any additional overtime worked in the next regular pay period. Compensatory time will be recorded daily and/or weekly on a form that is readily accessible to the employee, supervisor and HR.
- 11.3 Trade Time. Trade time is equal time exchanged within the same workweek. Trade time is available by mutual agreement of the supervisor or building administrator and the employee. Employees who are scheduled to take trade time but are unable to do so must notify their supervisor by the next business day and record the actual hours worked on a timesheet.
- 11.4 The terms of Sections 11.2 and 11.3 do not apply to any employee exempt from state and federal overtime compensation requirements.

## **ARTICLE 12 – EMERGENCY SCHOOL CLOSURES AND DELAYED OPENINGS**

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

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

  - 12.1.1 Exception to Duty to Report. Classified employees will not be required to report to work when the administrative employee group is not required to report to work because of a hazardous weather day or emergency school closure, except as otherwise provided in this Article. Classified employees shall be compensated as though they had worked their regular schedule on days they are not required to work whenever administrative employees are compensated for days they are not required to work.
  - 12.1.2 Reporting Time. When schools are closed for a hazardous weather day or an emergency school closure day and classified employees are required to report to work at their regular time, the pay of full-time employees will not be reduced and charges will not be made to personal days or vacation if the employees report to work no later than one (1) hour after their regularly scheduled reporting time. Part-time employees (persons who work less than eight (8) hours per day) will be paid only for time worked.
  - 12.1.3 Delayed Start: When the District delays the opening of schools, employees who work 196 days or less are required to report to work in sufficient time to perform their assigned duties, taking into account the adjusted schedule. Employees working ten (10), eleven (11) or twelve (12) months are required to report to work at their regular time.
  - 12.1.4 Show-Up Pay. Employees whose time for reporting for duty is before first notification is made not to report to work and who in fact report to work, will be paid for one-half (1/2) of their normal work schedule or two (2) hours, whichever is greater, at the employee's rate of pay.

- 12.1.5 Inability to Reach Work Safely. When conditions are such that it is impossible for an employee to reach their assigned work station, the employee shall notify their principal or immediate supervisor. An employee who is unable to reach their assigned work station will have the option of using unused personal days, compensatory time, or vacation time, if available, or unpaid personal leave.
- 12.1.6 Make-Up. All classified employees who work 196 days or less and who were not required to report for work on a hazardous weather day or emergency school closure day will be required to make up the missed day(s) during or at the end of the school year if an additional work day is scheduled or, if an additional work day is not scheduled, by arrangement with the direct supervisor which may include use of appropriate leave or compensatory time.
- 12.1.7 Extreme Weather Day. When the District deems conditions to be so hazardous that the District does not require employees, other than designated emergency staff, to report for work, the designated emergency staff shall be compensated at the rate of double that employee's regular rate of pay for all hours worked. The day will be designated as an extreme weather day. The scheduling, the nature of the assignments of the designated emergency staff and compensatory time off shall be established by the District.

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

### ARTICLE 13 – PAID LEAVES

#### 13.1 Sick Leave

- 13.1.1 Amount of Leave. Sick leave is provided in the amount of twelve (12) days a year for student attendance day employees, 192 day employees, 196 day employees and ten (10)-month employees; thirteen (13) days for eleven (11)-month employees; and fourteen (14) days a year for twelve (12)-month employees. A “day” means the number of hours in the employee’s regularly assigned workday. An unlimited number of sick leave days may be accumulated.
- 13.1.2 Accrual and usage. All employees shall earn and be credited with two days of sick leave benefits on the first day of their work year. Employees earn the remaining number of sick leave days in hourly increments, based on hours worked (including all accessed paid leave). The sick leave earned in one year may not exceed the maximum annual amounts authorized in article 13.1.1. Only earned sick leave is available for use. Absences due to illness after earned sick leave is exhausted shall be without pay except as provided in section 13.1.6 below.
- 13.1.3 Transfer of Sick Leave
  - 13.1.3.1 Employees who have worked for other Oregon public employers shall, after completing thirty (30) working days in the District, be allowed to transfer all sick leave hours accumulated in another Oregon public employer provided that the amount of sick leave transferred shall not exceed the accumulation carried by the most recent employing Oregon public employer.
  - 13.1.3.2 For purposes of determining retirement benefits, employees may transfer an unlimited amount of earned and unused accumulated sick leave from another Oregon public employer.
- 13.1.4 Definition and Uses. Sick leave ~~means~~ is a paid absence from duty for an allowable reason because of the employee's illness, injury, medical appointments, or serious health condition.
  - a) Sick leave may be used for personal illness up to the total hours accumulated.
  - a)b) Up to forty (40) hours sick leave per year may be used for the purposes they are entitled to use such time under ORS 653.616, including to care for a family member as that term is defined in subsection (c) below the applicable law to care for an ill or injured family member, regardless of whether such leave is covered by OFLA and/or FMLA. Sick leave may be used for personal illness up to the total hours accumulated.
  - c) Members eligible for OFLA leave may use accrued sick leave towards an approved OFLA absence. Please contact Human Resources for information about OFLA eligibility and leaves.  
~~—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 they are entitled to use such leave under FMLA which include: (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; and (3 4) to care for a family member as defined by FMLA with a serious health condition. See article 13.4 and contact Human Resources for additional information.~~

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- e) "Family member" means:
- a. ~~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. The spouse of a covered individual;~~
  - b. ~~A child of a covered individual or the child's spouse or domestic partner;~~
  - c. ~~A parent of a covered individual or the parent's spouse or domestic partner;~~
  - d. ~~A sibling or stepsibling of a covered individual or the sibling's or stepsibling's spouse or domestic partner;~~
  - e. ~~A grandparent of a covered individual or the grandparent's spouse or domestic partner;~~
  - f. ~~A grandchild of a covered individual or the grandchild's spouse or domestic partner;~~
  - g. ~~The domestic partner of a covered individual; or~~
  - eh. ~~Any individual related by blood or affinity whose close association with a covered individual is the equivalent of a family relationship~~
- d) ~~For purposes of leave under article 13.1.4 a family member also includes a same or opposite-sex domestic partner registered by affidavit in Human Resources.~~
- e)f) Sick leave may be used at the employee's option while on a parental leave of absence under the terms of 13.4.
  - f)g) Employees will attempt to schedule medical appointments outside of work time.
  - e)h) An employee shall not consider sick leave as a right which allows absence at any time for other than the reasons set forth in this article. Any employee misusing sick leave may be subject to disciplinary action.

**Commented [AA4]:** These should be changed to something other than small alpha because this list appears under the small alpha sub-header "'Family member' means:"

- 13.1.5 Proof of Illness. An employee who is absent five (5) consecutive days on sick leave may be required to furnish a statement from their attending physician that illness, injury or serious health condition prevents the employee from working. The District may also require medical certification in cases of suspected misuse or to determine if the leave is ~~FMLA/OFLA~~legally protected. The District will reimburse the employee for the cost of any medical certification not covered by insurance.
- 13.1.6 Exhaustion of Sick Leave. If an employee uses all of their sick leave and is still ~~in need of an authorized absence~~ absent from duty because of the employee's illness or injury, the employee may do the following:
- 13.1.6.1 Use other accrued personal days, vacation leave, or compensatory time; or
  - 13.1.6.2 Elect to go on unpaid medical leave in Section 14.3.
  - 13.1.6.3 If an employee elects not to use other available paid leave prior to commencing an unpaid leave under Section 14.2, they may not subsequently elect to use it during the unpaid leave.
  - 13.1.6.4 Apply for sick leave bank days under Section 13.1.7.
- 13.1.7 Sick Leave Bank. The Association can establish and manage a paid sick leave bank for employees. The purpose of the sick leave bank shall be to extend to those employees additional paid sick leave ~~days-hours~~ should a long-term illness or injury exhaust the employee's accumulated sick leave ~~and provide a bridge to return to work~~. The Association shall establish rules and regulations to govern the sick leave bank which meet these conditions.
- 13.1.7.1 Employees' participation in the sick leave bank shall be voluntary.
  - 13.1.7.2 The maximum annual contribution of paid sick leave ~~days-hours~~ to the bank by an employee shall be ~~sixteen two (162) hours~~days.
  - 13.1.7.3 The maximum number of sick leave ~~days-hours~~ in the bank shall be ~~six thousand four eight~~ hundred (86,400) and can only be increased by mutual agreement of the District and Association.
  - 13.1.7.4 Employees shall only be eligible for use of sick leave bank ~~days-hours~~ after they have exhausted all their available individual sick leave, vacation leave, miscellaneous leave, or compensatory time. Sick leave bank ~~days-hours~~ will begin after an employee has been on unpaid leave for five (5) consecutive days. If sick leave bank hours are granted, the five (5) unpaid days will be retroactively reimbursed from the sick leave bank.
  - 13.1.7.5 Sick leave bank ~~days-hours~~ shall only be used by employees who have a doctor's opinion stating they are unable to perform their assigned responsibilities due to a long-term illness or injury.

13.1.7.6 ~~Sick Leave Bank hours may not be used as a bridge to an unpaid personal or professional leave of absence, retirement, resignation or termination of employment.~~

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

13.1.7.8 All paid sick leave ~~days-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.

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

13.1.7.10 The District and Association shall work cooperatively to ~~implement-administer~~ the sick leave bank.

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

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

13.1.10 Occupational Illness or Injury

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

13.1.10.2 When an employee is absent from work as a result of a Worker's Compensation claim, but the claim is finally determined as denied, the employee shall be considered as on a long-term medical leave under Section 14.3 and the time absent during the claim commencement and final determination shall be deducted from eligibility provided in that section.

13.1.11 Other Use of Sick Leave

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

13.2 ~~District-paid Bereavement Days. An employee shall be allowed up to five (5) days absence paid by the District for the death of a and/or services for a family member as defined in applicable law and in Article 13.1.4(c) OAR 839-009-0210, Article 13.1.4.e and 13.1.4.d, as well as the employee's brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or a person with whom the employee has a similar relationship to any of the preceding immediate family members or child who has been or now is a member of the immediate household. The days need not be consecutive. This absence must be approved by the Director of Human Resources or designee, and an attestation if the leave is needed to deal with the death of an individual related by blood or affinity whose close association with the eligible employee is the equivalent of a family relationship.~~

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

13.2.2 ~~The five (5) District-paid Bereavement days are a separate and additional benefit from OFLA bereavement leave. As provided in Article 13.4, OFLA-eligible employees may take additional paid or unpaid leave for bereavement. Such leave is in addition to the leave in 13.2.3.~~

13.3 Personal Days. An employee shall be granted up to three (3) days of paid personal leave during each fiscal year. The leave may be taken in hourly segments. Personal days can be used for any reason except may not be taken to extend school holidays or vacation periods unless approved in writing by the Human Resources Director or designee based on exceptional circumstances. Unit members may carry over up to ~~two-three~~ unused personal days for use in a subsequent fiscal year. Total personal day balances are capped at ~~five-six~~ (56) days. The personal leave use provisions of this section apply to the use of rolled-over leave, ~~except that employees taking leave of more than five (5) consecutive days shall complete a leave request form available from Human Resources.~~ The leave must be scheduled with the employee's supervisor at least twenty-four (24) hours in advance except for unavoidable emergencies. The administrator/supervisor shall approve the leave unless the leave

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will interfere with the effective and efficient delivery of the educational program and related support services. Examples include: when a substitute is not available or two or more employees in the same building request leave on the same day and the school cannot reasonably reallocate critical duties. Concerns about use of leave may be appealed to the Human Resources Director or designee. Upon termination, unused days are not compensated.

#### 13.4 Parental Leave for the Birth or Adoption of a Child

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

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

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

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

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

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

~~13.4.5 Procedures~~

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

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

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

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

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

~~13.4.8~~13.4.2 ~~Employees shall be granted up to three (3) more months of unpaid parental leave under the same terms and conditions as long duration personal leave as provided in Section 14.1.4.2.~~

#### 13.5 Family Medical Leave (OFLA/FMLA)

13.5.1 ~~Conformance. The District will provide family medical leave as required by state and federal law. In the event of conflict, the provisions of law shall apply.~~

~~13.5.1 Coordination of State and Federal Leave Law with Articles 13 and 14. The District and the Association intend to coordinate an employee's rights under Articles 13 and 14 with state and federal family leave law in a manner that assures no loss of the employee's rights under Articles 13 and 14 and the employee's rights under state and federal law on family and parental leave. (Please complete a Family Leave form provided by the Human Resources Department for your family leave provided by this section.)~~

~~13.5.2 Family Member Definition. Family member is defined by OFLA.~~

~~13.5.3 Family Leave Purposes. An employee can take family leave for: (1) the birth, adoption, or foster placement of a child; (2) the home care of employee's child; (3) to recover from or seek treatment for a serious health condition the employee; (4) to attend to a family member with a serious health condition; or (5) deal with the death of a family member.~~

~~13.5.4 Family Leave Duration. The employee may be eligible for extended paid or unpaid leave under Sections 13.5.1 and 13.5.2 for a total of twelve (12) weeks during any fiscal year (July 1 through June 30) beginning with the first day of leave taken except as provided by law. (Please note the law is complex and individual cases will be addressed by the Human Resources Department.)~~

~~13.5.5~~ Use of Paid Leave. An employee may use their accrued paid sick leave to attend to the birth, adoption, foster care, or home care of their child, or to care for a family member with a serious health condition after the employee has used all their accrued paid personal days under Section 13.2.2. An employee may use their paid sick or personal days to deal with the death of a family member.

~~13.5.6~~13.5.2 District Benefit Contribution. The District shall make its monthly contribution toward the benefits of a member for the period the member is eligible for leave in Section 13.5.

### 13.6 Paid Leave Oregon (PLO)-Medical Leave

13.6.1 Bargaining unit members who receive PLO benefits, but who do not receive 100% of their average weekly wages as defined by Oregon law and any applicable 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 PFMLI benefit amount and their average weekly wages as determined by Oregon law and any applicable plan documents. The District will continue to issue payroll checks monthly.

13.6.2 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.

13.6.3 Upon returning to work after taking PLO 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 PLO. If the position held by the employee at the time PLO 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.

13.6.4 Employees who wish to take PLO must follow applicable District policies and administrative directives.

### 13.7 Miscellaneous

13.7.1 Employees must follow applicable District policies and Human Resources procedures for requesting, taking and returning from leaves authorized by Articles 13 and 14.

13.7.2 Leaves authorized under Article 13 will not result in a break in service.

### ~~13.6~~13.8 Jury Duty

~~13.6.1~~13.8.1 Pay. If an employee is called for jury duty, they shall be paid their regular pay for jury duty time they are required to be present by the court. Witness fee checks payable to the employee shall be endorsed by the employee and made payable to the District. Mileage reimbursements made by the court may be retained by the employee. All fringe benefits shall remain in effect.

~~13.6.2~~13.8.2 Substitutes. The District will provide a substitute only for the time an employee is required to be present by the court, in accordance with the established procedure for employee's absences. (Except probationary employees, see Article 9.)

~~13.6.3~~13.8.3 Swing Shift Employees. Employees working a swing shift who attend jury duty shall be paid for their jury duty time under the following conditions. If the employee has jury duty after 12:00 noon that day, then the employee will call their supervisor or designee between 10:00 a.m. and 12:30 p.m. that day. When the supervisor is called, the employee need not report to work and will be paid for their regular work hours on that day. If the employee's supervisor is not called, then the employee shall report to work at their regular time.

~~13.6.4~~13.8.4 Excuse Requests. Employees called for jury duty will be expected to serve as jurors during the period for which they are summoned. However, excuse from jury duty may be requested for an employee when the absence of the employee for a prolonged period of time will have an unusually adverse effect upon the District, or when, in the opinion of the District, the nature of the employee's assignment is such that it is impossible to provide an adequate substitute.

~~13.7~~13.9 Court Appearance. No deductions shall be made from an employee's wages ~~for required appearances when subpoenaed to appear in court, judicial tribunal~~ or before any government body. However, employees who initiate a cause of action or are

~~convicted-criminal~~ defendants may not utilize this provision except as otherwise provided in Oregon safe leave laws. Employees may retain the witness fee and mileage reimbursement issued by a party issuing a subpoena when permitted by law and shall not be required to endorse the fee to the dDistrict. ~~Any remuneration to a witness derived from such appearances shall be endorsed to the District.~~

~~13.8.13.10~~ Military Leave. Military leaves, and leaves necessitated by a family member's military service, shall be allowed in accordance with federal and state laws relating to such leaves.

~~13.8.1~~ During a period of military conflict, an employee who is a spouse or domestic partner of a member of the Armed Forces of the United States, The National Guard, or the military reserve forces, who has been notified of an impending call or order to active duty, or impending leave from deployment is entitled to a total of fourteen (14) days of unpaid leave per deployment before deployment and/or during leave from deployment. ~~An employee who intends to take leave must provide the District with notice of their intention within five (5) business days of receiving official notice of an impending call or order to active duty. An employee who takes leave authorized under this section may choose to substitute any accrued leave to which the employee is entitled for any part of the leave. Military family leave counts against an employee's general OFLA leave entitlement. See 13.4.~~

~~13.9~~13.11 Professional Training Leave. Short-term leaves may be granted for the purpose of participating in job-related training. These leaves may be authorized by the Superintendent or designee, upon the recommendation of the employee's supervisor. Factors to be considered will be the extent to which an employee's services to the District will be enhanced by the experience and the loss the District will suffer by their absence. The District may grant longer term or unpaid professional leaves.

~~13.10~~13.12 Notice to Supervisors and Human Resources. An employee who wishes to be absent from work must secure authorization from their supervisor prior to the absence. If an emergency, such as critical illness or severe injury, prevents an employee from requesting leave in advance, the employee will notify their supervisor of the reason for the absence before the conclusion of the employee's next contract days as soon as possible. For OFLA, PLO, or FMLA leaves, and any leave in excess of five (5) days, notice and a formal leave request must be made to Human Resources.

~~13.10~~13.12.1 Non-Exemption. Employees on leave shall not be exempt from layoff or reduction in hours.

## ARTICLE 14 – UNPAID LEAVES

### 14.1 Unpaid Personal Leave

14.1.1 Short Duration. Personal leave of a short duration (less than one (1) month) shall be granted by the Superintendent or designee, provided that the Superintendent or designee determines that such leave will not negatively affect the program of the District. The employee shall be returned to the position they held when the leave began. All benefits shall continue as if the employee were in a paid status.

14.1.2 Long Duration. Employees who have worked for three (3) consecutive years shall be granted a leave of absence without compensation for up to one (1) year for personal reasons, provided the Superintendent or designee determines that such leave will not negatively affect the program of the District. Request for such a leave may be submitted at any time during the year. Step increases, sick leave, seniority, credit toward qualification for retirement pay or longevity pay, and vacation will not be earned for the period of the leave.

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

### 14.2 Unpaid leave for Student Teaching

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

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

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

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

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

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

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

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

14.3.3 Return from Leave. Upon return the employee will be placed in their original position provided the District is able to fill their position with a qualified substitute as it is normally able to do. If a qualified substitute is not available then the District will place the employee in any vacant position for which the District determines the employee is qualified, and will place the employee in the first vacant position in their original position classification. If the employee is still unable to return to work after the unpaid leave in article 14.3 then the District may terminate the employee and the employee will be given the opportunity to reapply for employment.

14.3.4 Medical Insurance

1. Employees enrolled in District insurance who take unpaid leave of absence, other than OFLA or FMLA leaves, will have the opportunity provided by federal law (COBRA) to enroll in health care continuation coverage through plans covering active members.
2. For an employee on a long-term medical leave under Section 14.3.2 who elects COBRA coverage, the classified reserve fund shall pay upon request of the employee, up to 75% of the reserve's insurance cost for COBRA coverage based on the employee's FTE at the time of leave, provided the employee pays the employee's portion in a timely manner. The employee shall pay the remainder of the cost.
3. Employees eligible for leave under Section 14.3.1, who elect COBRA continuation coverage, will self-pay for such coverage.

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

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

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

## ARTICLE 15 – JUST CAUSE/REPRESENTATION

- 15.1 No employee shall be disciplined without just cause. For the purpose of this Article, discipline shall include written warnings and reprimands (excluding evaluations) placed in the employee's personnel file, suspension and discharge (including suspension and discharge for performance reasons).
- 15.2 When an employee will be subject to any discipline described in Section 1 of this Article, they shall be advised or notified that they may seek representation before proceeding further.
- 15.3 Duty of Fair Representation. The Association shall represent all classified employees in the School District within the bargaining unit equally and without discrimination. The Association agrees to indemnify, defend, and hold the District harmless against any claim, demand, suit, or liability (monetary or otherwise) arising from any action taken or not taken by the Association with respect to its duty of fair representation.
- 15.4 Personal Life. The Board of Directors recognizes that the personal life of an employee is not an appropriate concern of the board or of the administrative staff, except as it may affect the employee's work performance, student relationships, the operation of the District, or except as it may impinge on statutory responsibilities of the School Board.
- 15.5 Nondiscrimination. The provisions of this Agreement shall be applied equally to all employees in compliance with the applicable law against discrimination as to race, color, creed, sexual orientation and gender identity, national origin, age, sex, marital status, religion, veteran or military status, or disability.
- 15.6 Role of Union Representation in Investigatory Interviews
- 15.6.1 The role of union representation is to represent employees, at their request, in investigatory interviews that the employee reasonably believes could lead to the employee's discipline. At the outset of the interview, the representative may inquire about the general subject matter(s) of the questioning to follow. Upon the representative's request for a private consultation with the employee before questioning begins, the interviewer shall grant the request. Such consultation will not cause undue delay.
- 15.6.1.1 If an employee or representative reasonably believes that answering the interviewer's questions may criminally incriminate the employee, the employee or representative may so indicate, and the interviewer may instruct the employee about the employee's rights under *Garrity v. New Jersey*.
- 15.6.2 During the interviewer's questioning of the employee, the representative may's role is limited to seeking clarification of the interviewer's questions and provide procedural advice to the employee. However, the District has the right initially to hear the employee's own account of the matter under investigation. The representative will not request a break without a compelling reason, counsel the employee on their responses, answer for the employee, or question the employee or interviewer except as necessary to seek clarification of the interviewer's question. The representative may, if asked, tell the employee to answer the interviewer's question. The representative may also object to confusing or intimidating tactics. In such case, the interviewer may choose to rephrase the question, withdraw the question, or require the employee to answer the questions as asked.
- 15.6.3 After the interviewer has completed questioning the employee, the representative may ask the employee questions designed to clarify previous answers or to elicit further relevant information. Before the end of the meeting, the representative may suggest to the interviewer other witnesses to interview and may describe relevant practices, prior situations, relevant evidence, or mitigating factors that could have some bearing on the district's deliberations concerning discipline.
- 15.6.315.6.4 The Association may request to have a trainee representative also present in an investigatory interview upon pre-approval of the District which will not be unreasonably denied.

## ARTICLE 16 – CONCERTED ACTIVITIES

- 16.1 The Association and its members, as individuals or as a group, will not initiate, cause, permit or participate or join in any strike, work stoppage, slowdown, picketing or any other restriction of work during the term of the contract. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established by the Association or by any other labor organization when called upon to cross such picket line in the line of duty. Disciplinary action, or discharge, may be taken by the District against any employee or employees engaged in a violation of this paragraph. Such

disciplinary action or discharge may be undertaken selectively at the option of the District and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the District.

- 16.2 In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Association will immediately upon notification attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth in paragraph 16.1 above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance provisions of this Agreement.
- 16.3 If the Association gives the District notice of intent to strike or if the Association or any employee commits any act prohibited in, or fails to perform any act required by this Article, the District will not be obligated to comply with provisions of Article 4 of this Agreement.

## ARTICLE 17 – INSURANCE BENEFITS

### 17.1 Establishing Eligibility

17.1.1 An employee who is in a paid status for fifty percent (50%) or more of their regular work days between the sixteenth (16th) of one month through the fifteenth (15th) of the following month, shall be eligible for the insurance benefits and premium payments as provided for herein.

17.1.2 Employees working seven (7) or more hours

The District's total contribution per member per month for medical, dental, vision, and long-term disability insurance on behalf of employees who work a minimum of seven (7) hours per day will be one thousand, ~~two~~one hundred and ~~twenty~~one ~~thirty~~five dollars (~~\$1,435~~\$1,225.00) for the period October 202~~5~~4 through September 202~~6~~3; one thousand, ~~one~~two hundred and eighty ~~five~~five dollars (~~\$1,285~~\$1,80.00) for the period October 202~~6~~3 through September 202~~7~~4; and one thousand ~~two~~three hundred and ~~twenty~~four ~~thirty~~five dollars (~~\$1,345~~\$225.00) for the period October 202~~4~~7 through September 202~~5~~8.

17.1.3 Six (6) to less than seven (7)-hour employees

The District's total contribution per member per month for medical, dental, vision, and long-term disability insurance on behalf of employees who work a minimum of six (6) hours but less than seven (7) hours per day will be ~~one thousand and seventy~~one thousand and seventy dollars (~~\$1,070~~\$1,070) ~~nine hundred and eighty~~nine hundred and eighty dollars (~~\$980~~\$980.00) for the period October 202~~4~~5 through September 202~~3~~6; one thousand ~~one hundred and thirty~~one hundred and thirty ~~and twenty~~and twenty ~~five~~five dollars (~~\$1,130~~\$1,130~~25~~) for the period October 202~~6~~3 through September 202~~7~~4; and one thousand ~~one hundred and ninety~~one hundred and ninety ~~and seventy~~and seventy dollars (~~\$1,190~~\$1,190~~70~~) for the period October 202~~7~~4 through September 202~~8~~5.

17.1.4 Four (4) to less than six (6)-hour employees

The District's total contribution per member per month for medical, dental, vision, and long-term disability insurance on behalf of employees who work at least four (4) but less than six (6) hours per day will be ~~eight hundred and forty~~eight hundred and forty dollars (~~\$840~~\$840.00) ~~seven hundred and fifty~~seven hundred and fifty dollars (~~\$750~~\$750.00) for the period October 202~~5~~4 through September 202~~6~~3; ~~nine~~nine ~~seven~~seven hundred and ~~ninety~~ninety ~~five~~five dollars (~~\$900~~\$900~~795~~.00) for the period October 202~~6~~3 through September 202~~7~~4; and ~~nine~~nine ~~eight~~eight hundred and ~~forty~~forty ~~sixty~~sixty dollars (~~\$960~~\$960~~840~~.00) for the period October 202~~7~~4 through September 202~~8~~5.

17.1.5 The District will continue its insurance contribution for school year employees who are laid off during their work year and twelve-month employees through the month following the month the employee receives notice of a layoff.

17.2 Long-Term Disability Insurance. The District shall provide a Long-Term Disability Insurance Program.

17.3 Employees on Unpaid Leave. See Section 14.

17.4 Section 125 Flexible Spending Accounts

Employee expanded use of section 125 flexible spending accounts will be determined by the District/Association JBC, consistent with the terms of a December 17, 1999, memo from the District to the Association on section 125 flexible spending accounts. Any net District FICA savings as determined by the formula in the December 17, 1999, memo in excess of twenty two thousand three hundred eighty one dollars (\$22,381.00) per year shall be transferred to the JBC reserve fund in section 17.6.

17.5 Joint Insurance Committee

The parties will continue the standing joint committee on insurance with up to four (4) members appointed by the Association and up to four (4) members appointed by the District. The Association and the District representatives on this committee have the authority to act as delegated to them by the Association and District respectively. All JBC decisions shall be by consensus agreement. If at any time the cost of employee insurance exceeds the limits on the District's total contribution for insurance set by this Article, the committee will, subject to the Association and District approval, adjust the benefit program to fall within the limit of the District's total insurance contribution. If the District and the Association do not agree on the adjustment to the benefit program or the use of the medical insurance reserves, and if additional money is needed to continue the benefit program, the Association shall agree to an increase of the amount contributed by its members to maintain the benefit program. The committee will manage those medical insurance reserves that began accumulating after October 1, 1987, subject to the approval of the District and Association. Amounts accumulated in the reserve fund over two million, seven hundred and fifty thousand dollars (\$2,750,000), based on the year-end reconciliation, will revert to the District general fund; provided, however, that should members be offered composite rates, amounts over one million five hundred thousand dollars (\$1,500,000) will revert to the District general fund.

17.6 When hiring a Classified Benefits Coordinator, the District will appoint a classified member of the JBC to the hiring committee. The District will prioritize employees with at least five (5) years of work experience at the District in selecting a Classified Benefits Coordinator.

~~17.6~~17.7 The District retains the sole discretion to select the insurance carriers.

~~17.7~~17.8 Health Savings Account.

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

## ARTICLE 18 – OTHER BENEFITS

### 18.1 Eligibility

#### 18.1.1 Monthly Eligibility

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

### 18.2 Holidays

#### 18.2.1 General Eligibility

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

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

#### 18.2.2 Paid Holidays

The following shall be paid holidays for all eligible employees:

Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day Following Thanksgiving  
Day Prior to Christmas \*  
Christmas Day  
New Year's Day  
Martin Luther King Day  
Memorial Day  
Juneteenth

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

#### 18.2.3 Holiday Compensation

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

18.2.4 Holidays on Weekends

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

18.3 Vacation

18.3.1 Eligibility

18.3.1.1 ~~For each twelve (12)-month work year employee, the District will shall front load annual paid vacation accruals on July 1 earn the following annual paid vacation after each based on the employee's month years worked for the District. First-year accruals will be prorated based on start date. :~~

Accrual Amounts:

~~During the first four (4) years of paid status time, ten (10) days five-sixths (5/6) of a day, After completing four (4) years of paid status time, fifteen (15) days one and one-fourths (1-1/4) of a day, After completing nine (9) years of paid status time, eighteen (18) days After completing fourteen (14) years of paid status time, twenty (20) days one and two-thirds (1-2/3) of a day, After completing nineteen (19) years of paid status time, twenty-two (22) days.~~

<u>Years of Service</u>	<u>Days Accrued Per Year</u>
<u>0-4</u>	<u>10</u>
<u>5-9</u>	<u>15</u>
<u>10-14</u>	<u>18</u>
<u>15-19</u>	<u>20</u>
<u>20+</u>	<u>22</u>

Part time employees receive prorated vacation accruals.

If an employee has used more paid vacation leave than they have earned at the time of separation of employment, then the District will withhold the extra compensation from the employee's final paycheck.

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

~~18.3.1.2~~ 18.3.1.3 Any non-twelve (12) month employee who is in paid status two hundred forty (240) or more days in the fiscal year shall be paid an amount equal to ten (10) days of work in their school year position, to be paid in August.

18.3.2 Use of Sick Leave During Vacation

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

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

18.3.3 Employee Previously Working Less Than Twelve (12) Months

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

18.3.4 Prior Approval and Reporting

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

18.3.5 Notice of Vacation Days

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

18.3.6 Pay for Unused Vacation

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

~~18.3.7 Scheduling Vacation~~

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

~~18.3.8~~ 18.3.7 Vacation Accumulation/Accrual Caps and Cash Out

Total employee vacation hours are capped at two fiscal years' accruals. If an employee whose accruals are at the cap is denied a vacation request due to the needs of the District, the employee may request to either (1) add additional accruals over the cap in the amount that was denied due to the needs of the District for use before the end of the subsequent fiscal year; or (2) cash out the number of hours that were denied due to the needs of the District at the rate of pay the employee would have earned during the vacation hours. Employee requests under this section must be submitted to their immediate supervisor and must include documentation showing the vacation leave request was denied due to the needs of the District. The District Human Resources Department will approve the request provided it is supported by documentation showing the vacation leave request was denied due to the needs of the District.

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

~~18.3.9~~ 18.3.8 Change of Positions from Twelve Months to Less than Twelve Months

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

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

## ARTICLE 19 – COMPENSATION/RELATED MATTERS

19.1 Compensation. The compensation schedules for ~~2022-2023, 2023-2024, and 2024-2025-2026~~ (effective July 1, 2025), ~~2026-2027, 2027-2028~~ are contained in the attached Appendix A. The 2024-2025 salary schedule shall be increased by five percent (5.0%) for the 2025-2026 salary schedule effective July 1, 2025. The 2025-2026 salary schedule shall be increased by five percent (5%) effective July 1, 2026. The 2026-2027 salary schedule shall be increased by five percent (5%) effective July 1, 2027.

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

19.3 Unless otherwise specified on the compensation schedules in Appendix A, the percent increase between Steps 1-9 is two and one-half percent (2.5%); and the percent increase between Step 9-10 is three percent (3%).

19.4 The District and the Association recognize that the District may need to increase hourly wages due to labor market conditions. Any District proposal to increase wages will be subject to the parties' duty to bargain.

19.4.19.5 Initial Placement. At the time of the first hiring of an employee, the District shall designate the proper placement of the individual on the appropriate salary/wage schedule based on the employee's experience, qualification, and other relevant pay equity factors.

19.2.19.6 Step Advancement in Grade. The advancement of all employees who are qualified to be advanced, and who have been employed prior to January 1, shall be effective on the first day of the employee's work year except as provided in Appendix A.

19.3.19.7 Compensation When Accepting a Position in a Different Classification . In accordance with Oregon pay equity law, an employee accepting a position in a different classification shall be placed on the step that corresponds with the employee's qualifications and experience pertinent to that classification, and other relevant pay equity factors.

19.4.19.8 Involuntary Demotions. Involuntary demotions may occur for poor or unacceptable work or for other reasons. An employee involuntarily demoted to a lower classification shall be placed on the step in the lower classification pay grade that corresponds with the employee's qualifications and experience pertinent to that classification, and other relevant pay equity factors.

19.5.19.9 Working Out of Range

19.5.19.9.1 Within Bargaining Unit

Any employee assigned by an authorized administrator to perform substantially the same duties of a higher-paid position within the classified bargaining unit for more than five (5) consecutive working days shall be considered to be working out of range. An employee so assigned shall be paid on the higher classification range, at the step level rate next above their present rate of pay or two and one-half percent (2.5%), whichever is higher, for all hours worked out of range, retroactive to the first day. Employees will receive training and required equipment for any additional responsibilities. An employee temporarily assigned by an authorized administrator to perform substantially the same duties of a higher-paid position for thirty (30) or more consecutive calendar days shall be paid based on the step in the higher classification pay grade that corresponds with the employee's qualifications and experience pertinent to that classification, and other relevant pay equity factors.

19.5.2.19.9.2 Outside Bargaining Unit

Employees who agree to perform the duties and responsibilities of a District position not in the Association bargaining unit shall be eligible for a temporary pay adjustment increase up to ten percent (10%) or be placed on the salary schedule of the position. The employee shall be eligible for professional training leave under section 13.9 and the terms of the leave shall be as provided in Article 14 except that three (3) consecutive years of District employment is not required for a long duration leave.

19.9.3 Working Out of Range Submissions

Employees must submit working out of range requests to the supervisor who approved the out of range work for signature prior to the end of the payroll period in which the work was performed. The District will process working out of range requests authorized by the relevant supervisor for payment no later than the following payroll period.

19.6.19.10 Call Back

19.6.19.10.1 Minimum Time Paid. Any employee who has left work after completing their regular working day and who is subsequently called back to the District or who is called back to the District on a Saturday or Sunday, shall be paid a minimum of two (2) hours for the work for which they are called back.

19.6.2.19.10.2 Mileage. An employee who has left work after completing their regular working day and who is subsequently called back to the District to work shall be paid mileage at the rate paid District administrators for miles traveled between the employee's home and the assigned work place to which the employee is required to report, but in no event shall the distance reimbursed be more than thirty-two (32) miles for each occurrence.

Employees called to work on Saturday or Sunday are eligible to be paid for mileage under this provision unless they are regularly assigned to work on those days.

19.6.3.19.10.3 Travel Time. An employee who has left work after completing their regular working day and who is subsequently called back to the District to work shall be compensated for the reasonable travel time between employee's residence and the assigned work place to a maximum of not more than the time to travel thirty-two (32) miles for each call back.

~~19.7~~19.11 Show Up Pay. The provisions of Section ~~12.1.4~~ apply to any employee reporting for assigned work hours.

~~19.8~~19.12 Longevity Pay. Employees will receive a lump sum longevity payment as provided below in addition to longevity step compensation labeled as Step 10 in Appendix A.

~~19.8.1~~19.12.1 Employees with fifteen (15) or more years of service with the District will receive a three percent (3%) longevity premium.

~~19.8.2~~19.12.2 On the twentieth (20th) anniversary of their date of hire, employees will receive a one-time longevity payment equal to five percent (5%) of their annual salary for the fiscal year in which payment is made, provided that the payment shall not exceed one thousand ~~five hundred dollars~~ (\$1,500~~1,000.00~~).

~~19.8.3~~19.12.3 On the twenty fifth (25th) anniversary of their date of hire, employees will receive a one-time longevity payment of ~~two thousand fifteen hundred~~ dollars (\$2,000~~1,500.00~~).

~~19.9~~19.13 Academic Testing Assignments.

~~19.9.1~~19.13.1 Responsibilities of the school testing coordinator are part of the licensed collective bargaining agreement and shall be filled by a licensed bargaining unit member. Should no licensed bargaining unit member accept the extra duty assignment, the building administrator may assign the role of school testing coordinator to a classified staff member at the ~~same~~ stipend rate of ~~one thousand, seven hundred and fifty dollars~~ (\$1,750) for 2025-2026. ~~This payment will increase by the COLA amount in 19.1 for 2026-2027 and 2027-2028, listed within the licensed collective bargaining agreement.~~

~~19.9.2~~19.13.2 Academic testing support is a process that may include multiple classified staff to engage in proctoring or other logistic activities, such as supervising students, providing snacks, reporting improprieties and technology issues to the school testing coordinator, entering student opt out forms into SIS, making photocopies, escorting students, and similar logistical and clerical duties that facilitate efficient and effective administration of state, district and building level assessments. These activities will be considered part of the classified unit member's current job duties and will not receive additional compensation unless worked in excess of the employee's regular workday schedule. Participation in testing support in excess of their work schedule shall be compensated at the employee's regular rate of pay, overtime pay or compensatory time if applicable and as provided in Article 11.2, trade time, or through release from regular duty without loss of pay.

~~19.9.3~~19.13.3 Testing coordination activities of building level academic assessments not under the oversight of the school testing coordinator (such as Advanced Placement assessments) shall be documented and paid via time card. The rate of pay for these hours will be the Bachelors column, Step 1, on 4J's licensed professional salary schedule. Hours worked during the employee's regular work schedule will be compensated at this base rate rather than the employee's regular hourly wage. All hours scheduled to coordinate testing activities must be pre-approved by the building administrator prior to hours worked.

~~19.9.4~~19.13.4 Classified staff who elect to support academic testing related to students at their worksite from outside agencies (ACT and/or SAT) shall be compensated under the condition of the outside agency. The district will not provide additional compensation outside of their regular work schedule. Employees shall be permitted to perform these testing related duties during their regular work hours without loss in compensation or benefits when approved by the building administrator.

~~19.10~~19.14 Travel Allowance. All classified employees who are required, in the course of their work, to drive personal vehicles to conduct authorized school business shall be paid mileage at the prevailing IRS rate. Examples of activities which do not qualify as authorized school business are travel to another duty station established at the written request of the employee, and attendance at workshops when attendance is voluntary.

~~19.11~~19.15 Payroll Matters

~~19.11.1~~19.15.1 Formula

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

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

Add on assignments will be paid on a timesheet basis.

~~19.11.2~~ 19.15.2 Payroll Cut-off

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

~~19.11.3~~ 19.15.3 Final Paycheck

An employee who quits or resigns with ~~at least forty eight (48) five (5) days' hours'~~ written notice to Human Resources ~~of intention to quit (excluding Saturdays, Sundays and holidays)~~ will be provided their final paycheck ~~at the time of quitting or resignation or on the next business day if the final day is a weekend or holiday within five (5) days of employment termination.~~ An employee who quits or resigns ~~without less than forty-eight (48) hours' -such~~ written notice to Human Resources will receive their final paycheck within ~~five (5) 20~~ days of employment termination, ~~excluding Saturdays, Sundays and holidays.~~ When the District discharges an employee, payment will be made ~~by the end of the business day following discharge within five (5) days.~~ Payment may be made by mail, picked up by the employee, or by direct deposit depending on the circumstances. ~~"Days" in the Article means business days.~~

~~19.12~~ 19.16 Professional Education Program

~~19.12.1~~ 19.16.1 A Professional Education Program (PEP) Fund for classified employees will be implemented. The program will include job-related training activities, tuition reimbursement, registration or materials costs, and conferences and workshops which may be offered through the District.

The District ~~will~~ provides \$15,000.00 each fiscal year for employee-initiated professional development for members. ~~The Joint Benefits Committee may authorize up to an additional twenty thousand dollars (\$20,000) from the insurance reserves per year; if so authorized, any unused funds contributed from the insurance reserves will return to the reserves at the end of the fiscal year. For the 2021-22 school year only, the district will contribute an additional \$15,000 for the PEP program.~~

~~19.12.2~~ 19.16.2 The Joint Labor Management (JLM) committee will meet to establish goals, review account balances provided by the classified benefits coordinator, and set written guidelines for the administration of funds, including the distribution of funds and changes to reimbursement levels. Periodic meetings will be held to carry out such activities. JLM recommendations and/or decisions shall be neither grievable nor arbitrable.

~~19.13~~ 19.17 Tools and Uniforms

~~19.13.1~~ 19.17.1 Tool Allowance. Following each fiscal year, the District shall pay in July an amount up to twenty percent (20%) of the total cost of tools as determined by the District's schedule of cost for mechanics and maintenance employees, and which are required by the employee for use in their employment with the District. This sum is to compensate the employee for the replacement of their tools.

~~19.13.2~~ 19.17.2 Proration of Tool Allowance. The amount of tool allowance paid to those individuals who begin employment after July 1 but prior to January 1, or who have extended leaves of absence, exclusive of paid vacation or sick leave, in excess of twenty-one (21) working days during the fiscal year shall be paid an amount equal to fifteen percent (15%) of the total cost of tools as determined in 19.14.1 above.

~~19.13.3~~ 19.17.3 Safety Gear Allowance.

~~19.13.3.1~~ 19.17.3.1 The District will provide an annual allowance of ~~one two hundred and fifty~~ dollars (~~\$250~~\$50.00) for all staff required by their supervisor to wear safety-rated footwear that is not provided by the District. ~~With supervisor approval, the District may reimburse up to one hundred and fifty dollars (\$150.00) for the purchase of other required safety gear not provided by the District.~~ Employees must be employed as of September 15 to receive this payment. Payment will be made in the September paycheck. New hires will receive the allowance in the employee's first paycheck after hire. ~~With supervisor approval, the District may reimburse up to two hundred fifty dollars (\$250.00) for the purchase of other required or approved safety gear not provided by the District.~~

~~19.13.4~~ 19.17.4 Uniforms for Campus Monitors

~~19.13.4.1~~19.17.4.1 The District will supply Campus Monitors with three pairs of pants, and five shirts. If other uniform items are required by the district, the district shall provide them at no cost to the employee.

~~19.13.4.2~~19.17.4.2 Employees shall be responsible for the care of all uniform items provided they are machine washable, and if not, the District will provide laundry services as provided by article 19.14.5

~~19.13.4.3~~19.17.4.3 Employees will be permitted to personally purchase optional uniform items approved by the District.

~~19.13.4.4~~19.17.4.4 Should an employee transfer or terminate from the Campus Monitor position, the employee must return all uniforms purchased by the District.

~~19.13.4.5~~19.17.4.5 The District will replace worn or damaged required uniform items unless the item was damaged as a result of the employee's intentional acts or negligence in which case the employee must purchase a replacement uniform item.

~~19.13.4.6~~19.17.4.6 The District retains the authority to determine if replacement of any uniform item is required. Upon Employee's request, the District will replace a uniform item every twenty four (24) months.

~~19.13.5~~19.17.5 Laundry Service. Each year the District shall provide laundry service for District-furnished Transportation and Maintenance Department uniforms.

~~19.13.6~~19.17.6 Exceptions to Tool Allowances. Individuals leaving employment of the District before completing the full year shall have the allowance paid in their final paycheck.

#### ~~19.14~~19.18 Certificates, Licenses, and Physicals

~~19.14.1~~19.18.1 The District shall pay the cost of any employee's special license and qualification test fees beyond those for the basic license required by the State of Oregon for the employee to perform their job with the District. Each employee shall obtain and maintain in good standing at their own expense all other certificates and licenses required by law as a condition of their employment, except that the District shall pay the cost of any physical examination requested by the District or required by the law for the employee to maintain their license to carry on their occupation with the District on the condition that the physical examination shall be given by physicians designated by the District.

#### 19.18.2 Incentives for Positions that Require a Commercial Driver's License

19.18.2.1 The District will reimburse up to \$80 for initial Commercial Driver's License Permits ("CLP") fees for Commercial Driver's License ("CDL") trainees who complete their CDL training, obtain a valid ODE school bus certification, and are or will be contracted in a classified 4J position that requires them to drive a school bus.

19.18.2.2 The District will pay up to \$385 for CDL fees for new CDL drivers who complete their CDL training, obtain a valid ODE school bus certification, and are contracted in a classified 4J position that requires them to drive a school bus.

19.18.2.3 The District will reimburse up to \$104 for CDL renewal fees for employees contracted in a classified 4J position that requires them to drive a school bus.

~~19.14.1~~19.18.2.4 The District will provide the reimbursement above after the employee provides the District proof of completion and a receipt of costs. Only one of each type of reimbursement above is available to each qualifying employee.

~~19.15~~19.19 Evening Shift Differential. An employee whose regular shift includes any hours between 7:00 p.m. and 5:00 a.m. shall be compensated with an additional fifty cents (\$0.50) an hour above their regular hourly rate for the entire shift.

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

#### ~~19.16~~19.20 Bilingual Stipends

19.20.1 Bilingual Duties Stipend. Employees in a designated bilingual classification and employees -will receive an annual stipend of \$750. Bargaining unit members who are not in a designated bilingual classification but are assigned by an authorized administrator to regularly perform duties which include use of a second language on a regular basis in both verbal and written form in support of students, staff, families and/or community members will receive the a bilingual stipend differential of three percent (3%) the bilingual stipend provided the employee successfully completes a District-approved bilingual proficiency language assessment and is approved in writing on an annual basis by the building administrator or supervisor.

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

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

19.20.2 First or Learned Language Stipend. Employees who regularly use verbal bilingual skills in the course of their work, who have successfully passed a District-approved bilingual proficiency assessment, and are assigned to a school where at least ten percent (10%) of the student population has as their first learned language the same language as the employee shall receive a First or Learned Language differential in the amount of two percent (2%).

19.20.3 Employees may only qualify for and receive one bilingual stipend under either 19.20.1 or 19.20.2.

19.21 Affinity Group Facilitator Pay. Student affinity group facilitators as assigned by the district shall be paid an annual stipend by program level, effective July 1, 2025: \$3,000~~2500~~/ high school; \$2,500/ middle school; and \$1,950/ elementary school. The stipend will be paid in ten (10) equal payments beginning at the end of October payroll. Stipends that are implemented or changed during the work year will be paid over the balance of the remaining payroll cycle.

19.22 Coaching Compensation: The base compensation for coaching assignments will be equivalent to that established in the Eugene Education Association Athletics Extra Duty Salary Schedule and Coaching Score Salary Schedule Tiers. Time spent performing voluntary coaching services will not count as hours worked for overtime calculation purposes in the employee's regularly assigned job.

Leave Access:

- a. Coaches will receive paid Athletic Leave when necessary to perform coaching activities that conflict with the employee's regularly scheduled work hours in their regular District position.
- b. The District will grant Athletic Leave when reasonably required and when the Athletic Leave does not create an undue burden on the District.
- c. Athletic Leave is available for Oregon School Athletic Association (OSAA) sanctioned competitions or District-identified middle school competitions ("Competitions").
- d. Employees must notify their supervisor in writing of their coaching position for each athletic season.
- e. Employees must request Athletic Leave at the beginning of each athletic season or with as much advanced notice as possible in cases of extended season, late-season selection, or rescheduled competitions.
- f. Athletic Leave will be granted for a reasonable amount of time prior to each competition as determined by the Athletic Director or District Administrator.
- g. Athletic Leave must be entered into the District's attendance system for all time taken during an employee's regularly scheduled work hours.

## **ARTICLE 20 – RETIREMENT**

### 20.1 Supplemental Retirement Benefits

#### 20.1.1 Pre-Retirement Program

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

#### 20.1.2 Retirement Benefits

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

thousand dollars (\$4,000.00) for an employee with twenty-five (25) such years, and four thousand five hundred dollars (\$4,500.00) for an employee with thirty (30) or more consecutive years of regular employment with the District.

20.1.2.2 OPTION TWO: An employee eligible for the lump sum payment in Article 20.1.2.1 who retires on or before June 30, 2026~~9~~, in lieu of the lump sum payment, elect a District paid monthly contribution shall be ~~three-four~~ hundred ~~seventy-five~~ dollars (\$400375.00). During the term of this contract, the District and Association agree to the use of the insurance reserve fund in section 17.5 in the amount of twenty-five (\$25.00) per month as additional dollars for retiree insurance unless the JBC agrees to change the amount contributed from the insurance reserve fund. Under no circumstances will the District make premium payments for an employee's spouse who reaches sixty-five (65) years of age or qualifies for Federal Social Security Medicare coverage, whichever occurs first. However, if the employee qualified for a District-paid insurance contribution under section 20.4.5.2 or under section 20.4.6.3, then the thirty-six (36) months of eligibility for the District insurance contribution shall be tolled until the month following termination of the re-employed retired employee. If an eligible employee waives the District retiree insurance program, then the District's insurance contribution will not be made during the term of the waiver. The District and the classified insurance reserve fund will not make any contributions to an employee or spouse under the terms of this paragraph after June 30, 2032~~9~~. Article 20.1.2.2 expires at midnight on June 30, 2032~~9~~.

20.1.2.3 OPTION THREE: An employee fifty-seven (57) years or older who has ten (10) or more consecutive years of regular employment, see section 20.1.2.1, with the District who meets all the requirements of 20.1.2.1 except for being eligible for the regular PERS retirement benefit, and who retires on or before June 30, 2029~~6~~, may choose to have the District monthly insurance contribution of ~~three-four~~ hundred ~~and seventy-five~~ (\$400375.00) plus twenty five (\$25.00) from the reserves paid in any consecutive monthly period from retirement to the earlier of age sixty-five (65) or June 30, 2032~~9~~ in an amount not to exceed the monthly district contribution for that year or prorated in a lesser monthly amount not to exceed the total benefit which is equal to the district monthly contribution for the year of retirement times thirty six (36). The District and the classified insurance reserve fund will not make any contributions under the terms of this paragraph after June 30, 2032~~9~~. Article 20.1.2.3 expires at midnight on June 30, 2032~~9~~.

As a result of the sunset of the above-referenced section, Article 20.1.6 (Medicare Carve Out) and Article 20.3.2 (benefits for estate of deceased retiree electing Option 2) will expire on June 30, 2032~~9~~; at that time, the obligation of the District and the classified insurance reserve fund to make contributions as provided in this paragraph will cease, and no other contributions under the terms of Article 20.1.6 will be made.

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

20.1.4 Retirement While on Leave. An employee on official leave for reasons of health who is determined to be permanently disabled while on such leave and who otherwise meets eligibility requirements, shall also be entitled to retirement benefits if they meet the disability requirements of the District-sponsored long-term disability program. When the insurance company or other regulations are not applicable for determining eligibility, the District may require a physical examination or other evaluation to determine such eligibility.

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

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

20.1.6 Medicare Carve Out.

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

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

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

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

## 20.2 Tax Sheltered Annuity (TSA) Contribution

20.2.1 The District shall make a monthly District paid tax sheltered annuity (TSA) contribution. The District paid TSA contribution amount will be two and one-half percent (2.5%) of the employee's monthly bargaining unit position(s) wages. To be eligible for the District paid TSA contribution, the employee must complete their seven (7) month probationary period and complete the following necessary steps.

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

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

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

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

## 20.3 Death Benefits

### 20.3.1 Benefits Upon Death of Active Employee

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

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

## 20.4 Reemployment of Retired Employees

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

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

- 20.4.3 A rehired employee is solely responsible for monitoring their PERS maximum hours of reemployment and complying with any break in service requirements.
- 20.4.4 There are two categories of rehired employees:
  - 20.4.4.1 Reemployment in the same position with continuing rights to the same seniority and pay level (20.4.5), or
  - 20.4.4.2 Reemployment as a new District employee in a vacant classification position with employment rights as a newly hired member of the bargaining unit (20.4.6).
- 20.4.5 The terms and conditions for a rehired employee who is reemployed in the same position with continuing rights to the same seniority and pay level are:
  - 20.4.5.1 The rehired employee retains their seniority at time of retirement for the balance of the District fiscal year in which the employee retired. After the end of the fiscal year, the rehired employee has no seniority nor any other rights under the terms of Article 24 - Reduction in Force and Recall. Exception: A transportation employee in a position which uses department seniority to assign work shall continue in the same position and route during the second fiscal year, provided, however, this exception shall sunset on July 1, 2022.
  - 20.4.5.2 The rehired employee continues the same right to compensation and District insurance contribution as before retirement.
  - 20.4.5.3 The rehired employee's sick leave balance is deleted as of the retirement date. Up to 80 hours of previously accrued but unused sick time shall be restored if an employee is reemployed within 180 days of retirement. During the reemployment term the employee earns sick leave as provided in Article 13.1.2. On termination of employment unused sick leave has no value.
  - 20.4.5.4 The rehired employee must work all the hours of the position, and the District cannot create a part-time position specifically for a rehired employee unless the Association and the District agree on creating a special position.
- 20.4.6 The terms and conditions for a rehired employee who is reemployed in a vacant position in any classification with the rights of a new employee are:
  - 20.4.6.1 The rehired employee must be employed as an external applicant for a posted position.
  - 20.4.6.2 The employment of the rehired employee is at the District's discretion.
  - 20.4.6.3 The rehired employee has all the rights and responsibilities as any new employee under the terms of this Agreement. For example, the employee's seniority rights under the terms of Article 24 begin with the date of rehire after retirement and no previous seniority is credited; the rehired employee has a seven month probationary period.
  - 20.4.6.4 The rehired employee's leave account balances prior to retirement are deleted. Up to 80 hours of previously accrued but unused sick time shall be restored if a retired employee is reemployed within 180 days of retirement. During the reemployment term the employee earns sick leave as provided in Article 13.1.2. Any sick leave accumulated during the term of the employee's employment has no value upon termination of employment.
  - 20.4.6.5 A rehired employee is only eligible for supplemental retirement benefits under Article 20 that the employee would have received at the date of their first retirement.

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

20-520.6 Sick Leave Bank Donation at Retirement. Employees may donate up to forty (40) hours of accrued unused sick time to the Sick Leave Bank at the time of their retirement.

## ARTICLE 21 – WORK RULES AND MISCELLANEOUS MATTERS

21.1 ~~Calculation of Paid Absences – Variable Hours~~

21.1.1 ~~Calculation of Paid Absences – Variable Hours Paid Absences. Employees whose number of assigned hours varies will have their pay for paid absences calculated as follows:  
Using the time report period prior to the paid absence that is most recent and in which the employee was in a paid status for at least five (5) days, the District will compute the employee's average work day. This average will be~~

computed based on all the hours the employee was in a paid status during the previous month excluding overtime, divided by the number of contract days the employee was in a paid status during the previous month. The result will be the number of hours in the employee's average work day. The resulting average work day will be used to calculate paid leave benefits.

~~21.1.2~~ Calculation of eligibility for Insurance Benefits. Employees whose number of assigned hours vary will have their eligibility for insurance benefits calculated as follows: Using the time report period prior to the paid absence that is most recent and in which the employee was in a paid status for at least five (5) days, the District will compute the employee's average work day for the purpose of determining the employee's eligibility for insurance benefits. This average will be computed based on all the hours up to 40 in a workweek the employee was in a paid status during the previous month divided by the number of contract days the employee was in paid status in the previous month. Therefore, an employee's portion of an insurance premium that is shared with the District may vary from month to month.

~~21.221.1~~ Duty-free Meal Period. All employees working six (6) or more hours shall be allowed a duty-free meal period of not less than thirty (30) minutes, except in case of emergency. The meal period shall come at a midpoint in the shift as nearly as possible. Meal periods may not be scheduled so as to shorten the work day. Employees working five (5) or more hours may request or may be scheduled to receive a duty-free meal period of not less than thirty (30) minutes.

~~21.2+21.1.1~~ Employees entitled to a duty-free meal period must receive one unless exceptional and unanticipated circumstances that occur rarely prevented the duty-free meal period. If an employee works during the scheduled thirty (30)-minute meal period, the meal period worked shall be paid for the entire period. The employee will notify the supervisor by the end of the next business day and record the missed meal period on a timesheet. Employees are expected to take meal periods, to communicate with their supervisor concerning missed meal periods, and to maintain accurate timesheets. If an employee is unable to resolve concerns about meal periods with the supervisor, the employee shall promptly submit their ~~supervisor's response and related timesheet(s) concern~~ to HR and the Association.

~~21.321.2~~ Rest Periods. Every member of the bargaining unit shall be provided a paid rest period of fifteen (15) minutes for every shift over two (2) hours and for every four (4) hours worked or major fraction thereof. Insofar as is possible the rest break is to be taken in the middle of each work period. Rest periods may not be used ~~adjacent to at~~ the beginning or end of the work day or adjacent to a meal period. When operationally feasible, rest periods should be taken more than one hour after the beginning of the shift or more than one hour prior to the end of the work day.

~~21.3+21.2.1~~ If the District establishes a ten (10)-hour day, four-day work week, then the effected employees and their supervisor shall mutually agree on a schedule for three (3) ten (10)-minute rest periods during the ten (10)-hour day. Insofar as possible, the ten (10)-minute rest periods shall be scheduled in the middle of each work period and in compliance with Oregon law. These ten (10)-minute rest periods shall be in lieu of the two (2) fifteen (15)-minute rest periods provided by this section.

~~21.3.21.2.2~~ The District will work with its supervisors and administrators, as well as all other District employees to make sure that classified employees' unpaid lunch break, and their paid morning and afternoon breaks, are respected as duty free time.

~~21.3.321.2.3~~ Employees are expected to take breaks and to communicate promptly with their supervisor if they are not receiving their break. If an employee is unable to resolve concerns about break periods with the supervisor, the employee may promptly submit their concern to HR.

21.421.3 Rest and Meal Period Summary

Length of work period	Number of <u>15 minute</u> rest breaks required	Number of <u>30 minute</u> (unpaid) meal periods required
2 hours or less	0	0
2 hours, 1 min to 4 hours, 59 min	1	0
5 hours to 6 hours*	1	1
6 hours, 1 min to 10 hours	2	1

\* Employees working five (5) or more hours but less than six (6) may request and/or be scheduled to receive a duty-free meal period of not less than thirty (30) minutes.

~~21.5.21.4~~ Non-student Attendance Work Days. Employees whose work years are either 196 days, ten (10) months, or eleven (11) months who would otherwise be required to work on a day during which students are not in attendance and who are not required by the supervisor to work on a non-student day, may, upon the approval of the supervisor:

~~21.5.421.4.1~~ Be excused from work on a non-student day and work another day which they would otherwise not be required to work, or,

~~21.5.221.4.2~~ Be excused from work on a non-student day without pay.

~~21.5.321.4.3~~ A one-half (1/2) day (4-hour) or less employee may be excused from work on a non-student day and work a full day on another regular work day.

## 21.6 SAFE WORK ENVIRONMENT:

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

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

~~21.721.5~~ The District shall reimburse unit members for the reasonable cost of personal property with a value of \$500 or less that is stolen or damaged if related to their instructional responsibilities or is stolen or damaged as a result of the District's negligence. The District shall reimburse unit members for the reasonable cost of personal property with a value greater than \$500 that is stolen or damaged and is properly documented as stolen or damaged as a result of the District's negligence.

## ARTICLE 22 – TRANSPORTATION EMPLOYEES

### 22.1. Bus Drivers

22.1.1. Work day assignments for student attendance days.

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

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

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

- 22.1.1.4. If the time between the end of one assignment and the beginning of the next assignment is less than thirty (30) minutes, the employee will be paid for that time at their regular rate of pay. This provision will not be construed to require a paid meal period.
- 22.1.1.5. The District reserves the right to negotiate lower minimums in the event that home to school or school to school transportation is reduced or if school bell time changes do not allow for 3 and 4 levels of service in both morning and afternoon school bus transportation.

22.1.2. Section 22.1 is effective and will apply from July 1, 2025, through June 30, 2026.

22.2. Transportation Student-Attendance-Day Employees.

22.2.1. Section 22.2 is effective and will apply beginning on July 1, 2026.

22.2.2. The District will designate all routes and assign a base FTE to each route that reflects the average daily hours for the route rounded to the nearest 15 minute increment. All routes will be 0.5 FTE (4 hours a day) or greater, and will consist of regular to and from school transportation assignments. Routes may also include scheduled and ongoing work assignments appropriate to the employee's job description that support the Transportation Department.

22.2.3. All available and unassigned routes will be assigned through seniority bidding in the Fall Bid Fair. Employees may elect to retain their existing previously bid and assigned route, or vacate their route and participate in the Fall Bid Fair.

22.2.4. Adjustments Following Fall Bid Fair

22.2.4.1. Routes added or vacated after Fall Bid shall be posted for bid for one week and awarded by seniority bid. Routes made available but not selected at any bid will be assigned in reverse seniority order.

22.2.4.2. If there is a change to a previously bid and accepted designated route after Fall Bid that reduces the FTE of the route, the District will assign new segments that become available based on proximity and availability to restore the FTE of the original route. Existing segments assigned under this section may be retained by employees from year to year.

22.2.4.3. Any remaining segments that become available after all Route FTE minimums are met will be posted for bid for one week and awarded by seniority. Unselected segments will be assigned in reverse seniority order. Segments under this section will be used to adjust Route FTE for the year but will not be retained into the next year. The District may award a segment to a less senior bidder, if the more senior bidder would be placed in regular overtime by the segment.

- 22.2.4.4. After-school program segments will be bid separately from Route FTE by being posted for one week and awarded by seniority. After-school-program segments will be posted every year, and cannot be retained from year to year. The District may award an after-school segment to a less senior bidder, if the more senior bidder would be placed in regular overtime by the after-school program segment. After-school program segments, once bid and accepted, are included in Route FTE but will not affect daily minimums.
- 22.2.5. Regular pay, benefit and insurance eligibility, leave accrual and usages, and holiday pay will be based on Route FTE. Route FTE will also establish the minimum daily hours that an employee is guaranteed and expected to perform. The exception is that after-school segments under 22.2.4.4 will not affect minimum daily hours. Extra work and overtime will be paid out in the pay period that it is earned.
- 22.2.5.1. If the District expects a Route FTE will increase more than an hour per day or will move the employee into a different insurance bracket for one complete pay period or longer, the District will adjust the Route FTE at the time of assignment.
- 22.2.5.2. If a Route FTE unexpectedly increases more than an hour per day or would move the employee into a different insurance bracket for one complete pay period or longer, the District will adjust the Route FTE retroactively to the start date of the adjustment.
- 22.2.5.3. Extra work assigned in addition to Route FTE (trips, substitute coverage, and other assignments not incorporated into Route FTE) will not be used to adjust Route FTE.
- 22.2.6. If the time between the end of one assignment and the beginning of the next assignment is less than thirty (30) minutes, the employee will be paid for that time at their regular rate of pay. Such times that are planned into the route will be calculated into the route FTE, and such times that are unplanned or irregular will be counted as extra pay. This provision will not be construed to require a paid meal period.
- 22.2.7. The District's obligation to work day assignment minimums can be met by combining jobs on the condition that the employee does not suffer any loss of rate of pay for the guaranteed minimum. If a higher rate is proper that rate will be paid for other than the bus driver time.
- 22.1.2-22.2.8. Routes created for service outside of the normal school year (summer routes) will be counted as extra work, and will be paid in the same pay period.
- 22.1.3-22.2.9. Transportation employees covered under this section will be paid in ten (10) pay checks.

22.2-22.3. Driver Specialists

22.2-1-22.3.1. Driver specialist FTE and employee work year calendar is based on the levels established at the employees' hire or in the 2025-2026 school year, whichever is later. Regular pay, benefits, holiday pay, and leave accrual and expenditure will be based on their FTE. FTE will also establish the minimum daily hours that a specialist is guaranteed and expected to perform. Extra work and overtime will not be included in the regular pay calculations, and will be paid out in the pay period that it is earned.

22.2-1-1-22.3.1.1. If the average daily hours increase more than an hour a day or would move the employee into a different insurance bracket for a complete pay period or longer, the employee's FTE will be increased to reflect the actual average time worked, retroactive to the start date of the increase.

22.2.2. Driver specialist positions will be guaranteed one hundred twenty (120) or eighty (80) hours a month as a minimum on a pro-rata basis. Eighty-hour minimum driver specialist positions would not be required to be available for mid-day routes and instead would be treated the same as regular bus drivers for bidding for additional mid-day assignments (field trips, activity trips, and non-route trips). Driver specialist positions will be offered on the basis of seniority. The intent is not to take substitute work away from driver specialists.

22.3-22.4. Bus Trip Assignments

22.3-1-22.4.1. Drivers assigned to trips on non-school days will be paid a minimum of half of the time of the trip ~~two three (23) hours~~ if the trip is canceled after the driver has reported for these bus trip duties. Drivers assigned to a trip on a non-school day will be paid for two hours of work if their trip is cancelled with less than twelve (12) hours before the driver is scheduled to report for duty.

22.3-2-22.4.2. Payment of Local Trips - Within forty (40) miles of base.

22.3-2-1-22.4.2.1. Straight time for work within the Monday through Friday work week on a school days, before 5:00 p.m. and when less than eight (8) hours of work in a day.

22.3-2-2-22.4.2.2. 1.1 times for work within the Monday through Friday work week on school days, after 5:00 p.m. and when less than eight (8) hours of work in a day.

22.3-2-3-22.4.2.3. In accordance with Article 11.2, 1.5 times for work over eight (8) hours in any work day.

22.3-3-22.4.3. Payment of Out of Town Trips - Over forty (40) miles from base.

22.3-3-1-22.4.3.1. For out of town trips drivers will be paid for work time up to a maximum of sixteen (16) hours at straight time and overtime.

~~22.3.3.2~~~~22.4.3.2~~. Overnight trips are trips that include a sleep time that is typically scheduled between 9:00 p.m. and 9:00 a.m. For overnight and multiple day trips there will be no compensation for eight (8) hours of sleep time per day. All other overnight trip time will be paid as work time and wait time which is paid as straight time.

~~22.3.3.3~~~~22.4.3.3~~. Some out of town trips are not considered to be overnight trips by the user group, but the trip is scheduled to be longer than fifteen (15) hours in length. If it is reasonable to accomplish this trip using one driver, the driver's trip schedule will include an eight (8) hour rest period with lodging provided. This eight (8) hour rest period allows for the start of a new 10-15 hour driving period. This rest period will be paid as applicable at straight time, overtime, wait time, or as non-paid sleep time if the trip is greater than sixteen (16) hours in length.

~~22.3.3.4~~~~22.4.3.4~~. A meal allowance will be paid for all out of town trips as a per diem computed at the rate of \$ 4.25 per hour for up to 15 hours per day.

~~22.3.3.5~~~~22.4.3.5~~. Lodging will be paid for by the ~~district~~District.

~~22.3.3.6~~~~22.4.3.6~~. ~~Snow-Trained Gold Star~~ assignment compensation. Drivers assigned to out of town trips when these special responsibilities are required, will be paid at 1.1 times their applicable driving time or waiting time

~~22.4.22.5~~. Call Back. Section 19.8-7 (Call Back) shall not apply to bus drivers and aides.

~~22.5~~. Unusual Conditions. If unusual conditions during a special trip preclude a bus driver from driving their regularly-assigned route the following day because of the time restrictions established by OAR 581-53-0031, the driver ~~may use their available paid personal leave to backfill this time, shall qualify for personal days, Section 13.3, provided they have such unused leave remaining.~~

~~22.6~~. School Bus Safety Exercises. The District shall provide a total of three thousand dollars (\$3,000) per year for staff participation in School Bus Safety Exercises, held once per year by Oregon Pupil Transportation Association. The funds shall be used for, but not limited to, the following: entry fees, pay for participating drivers during the event, meals, and other related expenses as determined by the Director of Transportation.

#### 22.7. Training Days

For Student-Attendance-Day Employees, four (4) additional eight (8) hour work days will be added to the work calendar for District required training and staff meetings. At least two (2) of these additional days will occur during the school year on non-student attendance days. No more than two (2) days will be scheduled prior to the first day of school. The dates for these Training Days will be provided to each driver by the end of the prior school year.

#### 22.8. Safety Concern Reporting

22.8.1. Bus and Van Drivers experiencing concerning work conditions may request a review of support needs for their route or a segment of their route by submitting a request to their supervisor. The supervisor will review the request with the employee and respond within ten (10) calendar days.

#### **ARTICLE 23 – SITE COUNCIL**

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

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

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

#### **ARTICLE 24 – REDUCTION IN FORCE AND RECALL**

##### **24.1 Definitions**

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

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

- 24.1.6 Layoff occurs when due to program changes or workforce reductions: (1) an employee's position is eliminated, or their primary classification hours reduced below their current timeblock; (2) the elimination/ reduction has been, or is expected to be, in effect longer than twenty-two (22) work days; and (3) the District has been unable to find an assignment for the employee within their classification and timeblock. Timeblocks are: eight (8), seven (7) to less than eight (8), six (6) to less than seven (7), five (5) to less than six (6), four (4) to less than five (5) hours per work day in the work week. However, for bus drivers, bus aides and driver specialists, the timeblocks recognized are the minimum workday assignments in Article 22.1.1. An employee's timeblock is determined each September 30, or for employees hired or promoted between October 1 and June 30, upon hire or promotion.
- 24.1.7 Displacement occurs when prior to the bumping process, a bargaining unit member is either unassigned or is assigned working hours that do not meet their timeblock rights for the following work year.
- 24.2 Notice
- 24.2.1 Notice of Initial Assignment. As soon as possible during the staffing process, Human Resources will issue notices to affected employees informing them of a reduction in hours, copies of which will be provided to OSEA on or by the same day. Employees will be given at least 10 calendar days' notice of the opportunity to either: (1) exercise bumping and recall rights or, (2) in the case of a reduction in timeblock in their present classification assignment, to accept the reduction and waive rights to bumping and recall.
- After the Spring staffing process is complete, the District and OSEA will meet to review bumping charts, and the District will provide OSEA copies of layoff letters and notices of final placement.
- 24.2.2 In the event of a layoff which completely eliminates an employee's rights to any position, the District will provide the following notice: If it is the result of an administrative decision, the Association will receive notice of not less than thirty (30) calendar days; if it is a levy failure or other fiscal emergency, the District will notify the Association as soon as possible when such decision has been made. The parties recognize special circumstances may exist which precludes timely notification. The District agrees that it will provide the Association notice in such instances at the earliest reasonable moment possible. The notice will specify the reasons therefore, class(es) and position(s) affected and names of employees to be laid off.
- 24.2.3 Upon request by OSEA, on approximately October 15 of each year, the District will provide OSEA with a copy of the recall list and a list of employees in the bargaining unit, their position assignment(s), FTE and classification seniority date.
- 24.2.4 Order. While the District reserves the right to determine positions to be eliminated or reduced in hours it will layoff employees within each affected job classification according to classification seniority, except when district seniority is specifically provided. Generally no bargaining unit member may be laid off until the district first has laid off probationary employees who hold positions in the affected classifications.
- 24.3 Reassignment and Bumping Procedures. The following process applies to employees who have received the Notice of Initial Assignment and have exercised their rights to enter the bumping process:
- 24.3.1 Prior to layoff, the District will assign an affected employee to an existing vacancy within their current classification and timeblock. If none, the employee may, based on classification seniority, bump a less senior employee within the employee's current timeblock and classification. If none, the employee is laid off and placed on the recall list, and 24.3.2 applies.
- 24.3.2 A laid off employee may, based on classification seniority, bump a less senior employee in the next lesser timeblock. This process will continue, in order of descending timeblocks, until the opportunity to assign the employee to a position of four (4) or more hours in their current classification has been exhausted. If an employee is not assigned under this provision, 24.3.3 applies.

- 24.3.3 Previously-held classification. If a laid off employee is not assigned under 24.3.2, the employee may, based on District seniority, bump a less senior employee within the employee's timeblock and previously-held primary classification, if any. If none, the employee may bump a less senior employee in the next lesser timeblock. This process will continue, in order of descending timeblocks, until the opportunity to assign the employee to a position of four (4) or more hours in their previously-held classification has been exhausted. If an employee is not assigned under this provision, 24.3.4 applies.
- 24.3.4 Generic classification. If a laid off employee is not assigned under 24.3.2 or 24.3.3, the employee may, based on District seniority, bump a less senior employee within the employee's timeblock into a classification in the family generic group. An employee's right to assignment in the family generic group will be exercised within the employee's existing timeblock in descending order of pay grades within the family generic group, beginning with the highest pay grade held by the employee at the time of layoff. This process will continue, in order of descending timeblocks, until the opportunity to assign the employee to a position of four (4) or more hours in the generic family group has been exhausted.
- 24.3.5 An employee who bumps into a new assignment under Articles 24.3.2 to 24.3.4 will retain recall rights to an assignment in the classification and timeblock held at the time of layoff, but does not have the right to bump into other new assignments. An employee who rejects an assignment to a position offered under 24.3.1 to 24.3.4 forfeits recall rights.
- 24.3.6 Salary placement. An employee reassigned under 24.3.2 to 24.3.4 will be placed on the salary step that most nearly matches the employee's hourly pay rate at the time of layoff, but is not a wage increase.
- 24.3.7 Employees do not have the right to be assigned to a position in a higher timeblock or workyear than the employee held at the time of the reduction in hours.
- 24.3.8 Exceptions. The provisions of 24.3.1 to 24.3.5 do not apply when the displacement of a less senior employee would violate the District's affirmative action/ diversity plan; when the employee has been given written notice of performance problems and has not satisfactorily resolved the problems; or when the District determines that a less senior employee has special or unusual qualifications and experience for a position.

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

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

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

If the employee is not assigned as a result of the above, the employee will be assigned based on district seniority in a twelve (12) month position in the employee's previously-held position unless the timeblock drops below

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

The process described in this section applies to ten (10) month and eleven (11) month employees.

#### 24.4 Recall

24.4.1 Laid off employees will be placed on a recall list in classification seniority order for up to twenty-seven (27) months. Employees will be recalled according to such list, as openings in the classification and timeblock (and workyear if applicable) from which the employee was laid off become available. In order to support stability in staffing, the District's obligation to recall employees is in effect from the beginning of the annual staffing process for the following school year through September 30 of that school year. At other times, the District retains discretion to recall employees.

24.4.2 No new employee will be hired into a vacant position while employees with rights to recall to that classification and timeblock remain on the recall list.

24.4.3 Employees on layoff status will be considered in-district applicants when applying for positions.

24.4.4 Laid off employees shall be responsible for notifying Human Resources of a telephone number, email and mailing address through which they can be reached. Unless the employee has requested notification by certified letter, the District shall notify a member of recall by telephone/ voicemail and email at the last telephone number and email address provided to Human Resources by the employee. An employee shall respond within three (3) business days of the email, except that between August 15 and September 30, employees shall respond to the email within seventy-two (72) hours. If an employee has requested notification by certified letter, the employee will have five (5) days from the date of the letter to respond. The District will assume its offer for a position is rejected if: (1) the laid off employee does not respond within the timelines of this paragraph; (2) the member responds and declines; or (3) the District cannot reach the member at either their last known telephone number or email address.

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

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

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

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

24.4.5.3 An employee fails to timely respond to recall.

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

24.4.5.5 An employee waives recall rights in writing.

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

#### 24.5 Layoff Review

If an employee is laid off because the District determined that a less senior employee should be retained under Article 24.3.9, they may appeal the District's decision to the Superintendent or designee after having an informal conference with the Director of Human Resources or designee. An appeal to the Superintendent, addressed to the Director of Human Resources, must be made within fifteen (15) days after issuance of a layoff notice and will substitute for Formal Level One of the Contract Grievance

Procedure. The Superintendent or designee will hold a meeting on an employee appeal and make a decision within fifteen (15) days of the meeting. Only the Association may appeal the Superintendent's decision to arbitration. Provisions of the Contract Grievance Procedure will apply. The Arbitrator will be without authority to reverse the Superintendent's decision on the application of the District's affirmative action or diversity policy or a determination that a less senior employee has special or unusual qualifications and experience for a position unless the Association proves that the Superintendent's decision was arbitrary or capricious. If backpay is awarded by the Arbitrator, it will not be retroactive to a date earlier than the date of the Association's notice of appeal to arbitration provided to the District pursuant to the Contract Grievance Procedure.

## ARTICLE 25 – GRIEVANCE PROCEDURE

25.1 Purpose. The purpose of this procedure is to solve grievances at the lowest possible level.

25.2 Definitions

25.2.1 Grievance. A "grievance" may either be:

25.2.1.1 A claim by an employee or a group of employees based upon an alleged violation of this Agreement, established administrative rules and regulations, or written Board policies;

or

25.2.1.2 A claim by the Association based upon an alleged violation of this Agreement, established administrative rules and regulations, or written Board policies affecting the Association or a clearly-defined class of employees.

25.2.2 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.

25.2.2.3 Aggrieved Person. An "aggrieved person" is the person, persons, or Association making the claim.

25.2.3.2.4 Party in Interest. A "party in interest" is the person or Association making the claim, any person who might be required to take action or against whom action might be taken in order to resolve the claim, or the Superintendent or designee.

25.2.4.2.5 Representative. A "representative" is anyone, including an attorney, whom a party in interest selects to speak for and to advise a party in interest.

25.2.5.2.6 Immediate Supervisor. An "immediate supervisor" is the person who has direct supervisory responsibility over the aggrieved person.

25.2.6.2.7 Day. A "day" shall mean the aggrieved person's work day excluding Saturdays, Sundays and the aggrieved person's vacation days and holidays.

25.3 Operating Procedures

25.3.1 Time Limits. It is important that grievances be processed as rapidly as possible. Specified time limits may, however, be extended by mutual agreement in writing.

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

25.3.3 Group Grievance. If a group grievance affects a clearly-defined group or class of employees, the grievance may be submitted through the Association or through such aggrieved parties jointly in writing to the Human Resources Director at Formal Level 1 following completion of the informal process described below.

25.3.4 Non-reprisal. No reprisals of any kind shall be taken by the District or any member of the administration nor by an Association member or representative against any participant in any grievance procedure.

25.2.7 25.3.5 Grievance Meetings. and Grievance meetings and hearings under this grievance procedure shall not be conducted in public. The hearings shall include only the parties in interest and; their designated representatives, the hearings officer; witnesses, unless they are excluded by the hearings officer, and a court reporter or stenographer if requested by either party in interest. (The cost of the court reporter or stenographer shall be that of the party who requests their presence.) If grievances are filed jointly, there shall be a single designated representative for all joint aggrieved parties. Every effort will be made by all parties to avoid interruption of classroom and any other school-sponsored activities.

25.3.6 Arbitration Hearings. Unless specifically requested by the aggrieved party or the District, arbitration hearings under this grievance procedure shall not be conducted in public. Arbitration hearings shall include only the parties in interest; their designated representatives; the hearings officer; witnesses, and a court reporter or stenographer if requested by either party in interest. (The cost of the court reporter or stenographer shall be that of the party who requests their presence.) Witnesses will be sequestered except during their testimony unless the parties agree otherwise or if the witness is the designated party representative. If grievances are filed jointly, there shall be a single designated representative for all joint aggrieved parties. Every effort will be made by all parties to avoid interruption of classroom and any other school-sponsored activities.

25.3.7 Written Decisions. Decisions rendered at all levels, except the Informal Level, shall be in writing setting forth the decision and the reason for it. That document shall be transmitted promptly to all parties in interest and the Association.

#### 25.3.25.4 Levels

25.3.425.4.1 Informal Level. Before presenting a formal written grievance, within fifteen (15) days of the act, omission or event giving rise to the grievance, the aggrieved person shall attempt to resolve the matter by an informally conference with the aggrieved person's immediate supervisor, principal, or other administrator who has jurisdiction of the matter. The Association may be present for and participate in the informal level at the conference and participate in the conference if authorized to do so by the aggrieved person or to ensure the adjustment of the grievance is not inconsistent with the terms of the collective bargaining contract agreement then in effect. The aggrieved person must engage in the informal procedure level before filing a formal level one grievance.

25.3.225.4.2 Formal Level One--Principal or Immediate Supervisor or Other Administrator.

If the grievance is not resolved at the informal level, the aggrieved person or a representative shall present the grievance in writing on the appropriate form to the principal, immediate supervisor or other administrator who has jurisdiction in the matter within ~~twenty five~~ (25) days of the act, omission or event giving rise to the grievance. A copy of the grievance form shall be sent to the Association's grievance committee. The grievance must include a clear, concise statement of the grievance, the provisions of the collective bargaining agreement at issue, the decision rendered, if any, in the informal procedure level, and the specific relief requested. It shall be signed by the aggrieved person. The District shall respond to the grievance in writing within ten (10) days after grievance is presented at formal level one.

25.3.325.4.3 Formal Level Two--Superintendent or Designee

25.3.3.425.4.3.1 If the aggrieved person is not satisfied with the disposition at Formal Level One, or if no decision is rendered within ten (10) days after the presentation of the grievance, the aggrieved person may appeal the grievance to the Superintendent by delivering a written notice of appeal to the Superintendent's office within seven (7) days after receiving a written notice of the decision, or within fifteen (15) days after presentation of the grievance, if no written decision was rendered.

25.3.3.225.4.3.2 The appeal shall include a copy of the original grievance, the decision rendered, if any, and a statement of the reason for the appeal, and the specific relief requested.

25.3.3.325.4.3.3 The Superintendent or designee at their discretion may:

1. Hold a hearing, or
2. Make a decision without a hearing when there is no dispute of facts, but the parties may file written memorandums, or
3. Hold an informal conference.

25.3.3.425.4.3.4 The Superintendent shall communicate a written decision to the Association and the parties in interest within fifteen (15) days after receipt of the notice of appeal if a hearing is not held, written memorandum not requested, or an informal conference is not held; within ten (10) days after receiving the written report of the designee if a designee is utilized; or if written briefs are filed ten (10) days after receiving the briefs; or if an informal conference is held within ten (10) days after the conference; whichever of the dates applies.

25.3.425.4.4 Formal Level Three--Arbitration

25.3.4.125.4.4.1 The Association, which has a duty of fair representation to unit members, may submit a qualified grievance to arbitration by notifying the Superintendent in writing within fifteen (15) days of the Level

Two decision. Notwithstanding any other provision herein, the Association alone may appeal a qualified grievance to arbitration.

A grievance qualifies for arbitration if it is a contract grievance except as described in section 25.34.4.1.1. ~~A contract grievance is one which pertains to any dispute about the interpretation or application of the collective bargaining agreement between the parties.~~

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

~~25.3.4.2~~ 25.4.4.2 If within ten (10) days after the Association's notice of its intent to submit the grievance to arbitration, the District has not informed the Association that the District believes the grievance is not arbitrable, the Superintendent or designee and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from such arbitrator to serve. If the parties are unable to agree on an arbitrator or to obtain such a commitment within the ten (10)-day period, ~~the Association may request for a list of seven (7) Oregon and Washington based arbitrators shall be made to from the Oregon State Conciliation Service Employment Relations Board by either party. 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. The arbitrator shall be selected in the same manner as the interest arbitrator selection in ORS 243.746(2).~~

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

~~25.3.4.3~~ 25.4.4.3 The arbitrator so selected shall hold hearings promptly and shall issue a decision not later than thirty (30) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and briefs on the issues are submitted to the arbitrator. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted.

~~25.3.4.4~~ 25.4.4.4 The arbitrator shall interpret the Agreement and determine if it has been violated. They shall be without power or authority to add to, subtract from, or to modify the terms of this Agreement, nor to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the District and the Association and shall be final and binding on the parties.

~~25.3.4.5~~ 25.4.4.5 Costs for the services of an arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room if District facilities are not used, shall be borne equally by the District and the Association. Any other expenses incurred shall be paid by the party incurring them.

~~25.3.4.6~~ 25.4.4.6 Arbitrability. Claims involving alleged discrimination covered by any federal or state law, executive order or administrative regulation shall be grievable, but not arbitrable.

#### 25.4 — Miscellaneous

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

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

~~25.4.3~~ 25.4.3 Non-reprisal. No reprisals of any kind shall be taken by the District or any member of the administration nor by an Association member or representative against any participant in any grievance procedure.

~~25.4.4~~ 25.4.4 Meetings and Hearings. Unless specifically requested by the aggrieved party or the District, meetings and hearings under this grievance procedure shall not be conducted in public. The hearings shall include only the parties in interest; their designated representatives; the hearings officer; witnesses, unless they are excluded by the hearings

officer, and a court reporter or stenographer if requested by either party in interest. (The cost of the court reporter or stenographer shall be that of the party who requests their presence.) If grievances are filed jointly, there shall be a single designated representative for all joint aggrieved parties. Every effort will be made by all parties to avoid interruption of classroom and any other school-sponsored activities.

25.4.5 Written Decisions. Decisions rendered at all levels, except the Informal Level, shall be in writing setting forth the decision and the reason for it. That document shall be transmitted promptly to all parties in interest and the Association.

Time Limits. It is important that grievances be processed as rapidly as possible. Specified time limits may, however, be extended by mutual agreement in writing

## ARTICLE 26 – WORKPLACE SAFETY AND SAFE LEARNING ENVIRONMENT

**Commented [AA6]:** I reformatted this article to correspond with the rest of the CBA. There were a lot of a, b, c, etc... and I changed them all to be sub-sections under each sub-header.

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

- 26.1.1 The District shall maintain safety committees in accordance with its obligations under law. (ORS Chapter 654 and OAR Chapter 437, concerning Occupational Safety and Health). The purpose of the safety committee is to bring workers and management together in a non-adversarial, cooperative effort to promote safety and health. The District Safety Committee and Site Based Safety Committees shall include an equal number of employee volunteer or elected members and employer-selected members. When employees and the district agree, the number of employee volunteer or elected members may exceed the number of employer-selected members.
- 26.1.2 Hazardous conditions in the work environment that are made known to the District and pose a danger to the health or safety of unit members shall be reported to the District Safety Committee.
- 26.1.3 All unit members, in the course of performing their duties, shall report all unsafe practices and conditions to their immediate supervisor by means of District-provided online reporting forms. All workplace injury reports are provided to the District Safety Committee.
- 26.1.4 Unit members shall not be required to participate in work activities under conditions that, as determined by the District, physically endanger their personal safety or well-being.
- 26.1.5 When a member is assaulted by, or feels threatened by, a physically aggressive student, the member will submit a student behavior incident report from documenting extreme behavior to the building administrator. The appropriate District administrator will promptly initiate an assessment of the environment and, if appropriate, work with the member to implement a safety plan and/or appropriate training in a timely manner.
- 26.1.6 Employees will be allowed paid time to fill out district-required incident report forms.
- 26.1.7 The District shall reimburse unit members for the reasonable cost of personal property with a value of seven hundred and fifty dollars (\$750) 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 seven hundred and fifty dollars (\$750) that is stolen or damaged and is properly documented as stolen or damaged as a result of the District's negligence.
- 26.1.8 The District will provide training to facilitate a safe working environment. The District will provide newly hired employees two (2) hours of paid time to complete District-required trainings during the new hire orientation period. All other required trainings will be completed during paid time.
- 26.1.9 When the District is directed by a local health department or the Oregon Health Authority to notify employees of a reportable disease, the District will provide the required notification to all classified employees who may be impacted who work or provide services, including transportation services, to the worksite where the reportable disease occurred.

26.2 Safe Learning Environment. For staff regularly interacting with students, the District will make the following information readily accessible for review.

26.2.1 District-wide Student Behavior Support Flowchart;

26.2.2 School-specific Student Behavior Support details, including whom to contact for immediate assistance;

26.3 Criticism of Unit Members. Any criticism by a supervisor, administrator, 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.

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.

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.

26.326.4 Supporting Students with Specialized Needs. Classified employees represented by OSEA assigned by the District to work with a student with specialized needs to assist the student with the educational, behavioral, medical, health or disability-related support needs of the student must:

26.4.1 Be granted access to the student's individualized education program (IEP), 504 Plan, behavior/safety intervention plan, medical support protocols and/or any other documentation that relates to the classified school employee's responsibilities to assist with the student's educational, behavioral, medical, health or disability-related needs.

26.4.2 Pursuant to District protocols, be consulted with when the education plan for the student is being developed, reviewed or revised, including being invited to and compensated for attending meetings regarding the student's IEP, 504 Plan, medical support protocol, behavior/safety intervention plan or any other meetings to discuss issues or make decisions related to the responsibilities of the classified employee to assist the student.

26.4.3 Pursuant to District protocols, be provided by the District with adequate training to safely conduct each of the job duties assigned to the classified school employee related to the implementation of an IEP, 504 Plan, behavior/safety intervention plan or medical support protocol. Specialized training must occur before the employee is assigned to carry out any job duty that requires specialized medical support.

26.3.426.4.4 During the pre-service periods at the beginning of each school year, the district will provide employees who assist any students with the educational, behavioral, medical, health or disability-related support needs with up to four (4) hours of paid time to review all of the students' individualized education programs (IEP), 504 Plans, behavior/safety intervention plans, medical support protocols or any other documentation that relates to the classified school employee's responsibilities to assist with the student's educational, behavioral, medical, health or disability-related needs.

Employees hired after the pre-service periods or who are unable to attend the pre-service periods shall be provided up to four (4) hours of paid time during non-student supervision time for reviewing this information. Employees are responsible for tracking their time spent reviewing this information.

With respect to students who have an education program (IEP), 504 Plan, or behavior/safety intervention plan, the District will strive to provide the opportunity to review the documentation described in this section paragraph before the employee is required to assist such students with educational, behavioral, or disability-related support needs. With respect to students who have medical support protocols, the District will allow employees to review the documentation described in this section paragraph during the training described in paragraph 3 and before the employee is required to assist with the medical support needs.

26.4.5 Employees shall be provided up to thirty (30) minutes of scheduled non-student supervision time each week to review IEP, 504 Plans, or behavior/safety intervention plans, provide input for an upcoming meeting regarding the student, or check-in with other support staff regarding the care of a student with specialized needs. This provision is not meant as replacement for preparation time as outlined in Appendix D - Education Assistant Preparation Time, the Collective Bargaining Agreement.

26.4.6 Within forty five (45) calendar days of the execution of this Agreement, By November 1, February 1, and May 1 of each year, the district District will provide a current list of classified employees assigned to assist students with specialized needs, as outlined in this agreement. If any classified employee not included on that list believes that they should be included on the list, OSEA may make a written request for review and/or inclusion on the list to the District's Human Resources Director or designee, who shall have authority to grant or deny that request. If the

Human Resources Director or designee denies the employee's request for inclusion on the list, and OSEA and/or the employee believe the decision violates the requirements of SB 756, as codified in Oregon law, then OSEA and/or the employee may submit the dispute through the grievance process. The list developed by the District shall be updated to add newly hired employees and reflect any changes and a copy of the updated list shall be shared with OSEA on November 1, February 1, and May 1 of each year.

26.4.7 Employees who are willing to accept delegation of medical support protocols under OAR 851-047-0030 and 851-047-0045 that are not part of the employee's regular job duties will receive a differential of one dollar and fifty cents (\$1.50) per hour for all time spent performing such duties as assigned in one hour increments. This provision excludes Significant Need EAs and Vocational EAs.

Medical support protocols include:

1. Hoyer lift
2. Two-person transfer
3. Tube feeding
4. EpiPen injection
5. Active seizure procedure
6. Active Diabetes Management
7. Catheter Support
- 4-8. Bathroom assistance for students with an IEP, 504 or medical plan that requires a toileting protocol.

Other medical support protocols not listed in this provision may be considered on a case-by-case basis when pre-approved by the building and district administrators.

**EUGENE SCHOOL DISTRICT 4J**

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

By: \_\_\_\_\_  
Board Chairperson

By: \_\_\_\_\_  
Field Representative, OSEA, Chapter 1

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Superintendent-Clerk

\_\_\_\_\_  
President, OSEA, Chapter 1

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX A  
COMPENSATION SCHEDULES AND REOPENER**

**[INSERT NEW WAGE SCALES]**

**Pay Schedules and Cost of Living Adjustments:**

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

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

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

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

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

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

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

**2022-23 Classified Salary Schedule**

**Effective July 1, 2022 and ending June 30, 2023**

<b>Grade</b>	<b>Step-1</b>	<b>Step-2</b>	<b>Step-3</b>	<b>Step-4</b>	<b>Step-5</b>	<b>Step-6</b>	<b>Step-7</b>	<b>Step-8</b>	<b>Step-9</b>	<b>Step-10</b>
<b>18</b>	31.74	32.53	33.35	34.18	35.04	35.91	36.81	37.73	38.67	39.83
<b>17</b>	29.88	30.63	31.39	32.18	32.98	33.81	34.65	35.52	36.41	37.50
<b>16</b>	28.16	28.86	29.59	30.33	31.08	31.86	32.66	33.47	34.31	35.34
<b>15</b>	26.59	27.25	27.94	28.63	29.35	30.08	30.84	31.61	32.40	33.37
<b>14</b>	25.23	25.86	26.51	27.17	27.85	28.55	29.26	29.99	30.74	31.66
<b>13</b>	23.96	24.56	25.17	25.80	26.45	27.11	27.79	28.48	29.19	30.07
<b>12</b>	22.79	23.36	23.94	24.54	25.16	25.78	26.43	27.09	27.77	28.60
<b>11</b>	21.77	22.31	22.87	23.44	24.03	24.63	25.25	25.88	26.52	27.32
<b>10</b>	20.76	21.28	21.81	22.36	22.92	23.49	24.08	24.68	25.29	26.05
<b>9</b>	19.44	19.93	20.42	20.93	21.46	21.99	22.54	23.11	23.69	24.40
<b>8</b>	18.12	18.57	19.04	19.51	20.00	20.50	21.01	21.54	22.08	22.74
<b>7</b>	-	-	18.00	18.26	18.72	19.19	19.67	20.16	20.66	21.28
<b>6</b>						18.00	18.42	18.88	19.35	19.93

**2022-23 Classified Benefits Coordinator**

**260 days**

<b>Step-1</b>	<b>Step-2</b>	<b>Step-3</b>	<b>Step-4</b>	<b>Step-5</b>	<b>Step-6</b>	<b>Step-7</b>	<b>Step-8</b>	<b>Step-9</b>	<b>Step-10</b>
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-	52,062	53,364	54,698	56,066	57,467	58,904	60,377	61,886	63,433	65,336
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**General Salary Schedule:**

This salary schedule has been increased over the 2021-22 salary schedule by 12.0%. The District pays the 6% employee contribution to PERS in addition to the salary above. Step 10 represents 3% over Step 9. The district minimum wage has been set at \$18.00. Any time the district minimum wage exceeds a pay rate established in this schedule, the employee will receive the district minimum wage.

**2023-24 Classified Salary Schedule**

**Effective July 1, 2023 and ending June 30, 2024**

<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
18	33.64	34.48	35.34	36.23	37.13	38.06	39.01	39.99	40.99	42.22
17	31.67	32.46	33.27	34.11	34.96	35.83	36.73	37.65	38.59	39.74
16	29.85	30.60	31.36	32.15	32.95	33.77	34.62	35.48	36.37	37.46
15	28.19	28.89	29.62	30.36	31.12	31.89	32.69	33.51	34.35	35.38
14	26.74	27.41	28.09	28.80	29.52	30.25	31.01	31.79	32.58	33.56
13	25.40	26.04	26.69	27.35	28.04	28.74	29.46	30.19	30.95	31.88
12	24.16	24.76	25.38	26.02	26.67	27.33	28.02	28.72	29.44	30.32
11	23.08	23.66	24.25	24.85	25.48	26.11	26.77	27.43	28.12	28.96
10	22.01	22.56	23.12	23.70	24.30	24.90	25.53	26.16	26.82	27.62
9	20.61	21.13	21.65	22.19	22.75	23.32	23.90	24.50	25.11	25.86
8	19.21	19.69	20.18	20.69	21.20	21.73	22.28	22.83	23.41	24.11
7	18.00	18.43	18.89	19.36	19.85	20.34	20.85	21.37	21.91	22.56
6			18.00	18.12	18.58	19.04	19.52	20.01	20.51	21.12

**2023-24 Classified Benefits Coordinator  
260 days**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
-	55,182	56,562	57,976	59,425	60,911	62,434	63,995	65,594	67,234	69,251

**General Salary Schedule:**

This salary schedule has been increased over the 2022-23 salary schedule by 6.0%. The District pays the 6% employee contribution to PERS in addition to the salary above. Step 10 represents 3% over Step 9. The district minimum wage has been set at \$18.00. Any time the district minimum wage exceeds a pay rate established in this schedule, the employee will receive the district minimum wage.

**2024-25 Classified Salary Schedule**

**Effective July 1, 2024 and ending June 30, 2025**

<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
18	34.99	35.86	36.76	37.68	38.62	39.59	40.58	41.59	42.63	43.91
17	32.94	33.76	34.61	35.47	36.36	37.27	38.20	39.16	40.13	41.34
16	31.04	31.82	32.61	33.43	34.26	35.12	36.00	36.90	37.82	38.95
15	29.32	30.05	30.80	31.57	32.36	33.17	34.00	34.85	35.72	36.80
14	27.81	28.51	29.22	29.95	30.70	31.46	32.25	33.06	33.88	34.90
13	26.42	27.08	27.76	28.45	29.16	29.89	30.64	31.41	32.19	33.16
12	25.13	25.76	26.40	27.06	27.74	28.43	29.14	29.87	30.62	31.54
11	24.00	24.60	25.22	25.85	26.49	27.15	27.83	28.53	29.24	30.12
10	22.89	23.46	24.05	24.65	25.27	25.90	26.55	27.21	27.89	28.73
9	21.43	21.97	22.51	23.08	23.65	24.25	24.85	25.47	26.11	26.89
8	19.98	20.48	20.99	21.52	22.05	22.61	23.17	23.75	24.34	25.07
7	18.70	19.17	19.65	20.14	20.64	21.16	21.69	22.23	22.78	23.47
6		18.00	18.39	18.85	19.32	19.80	20.29	20.80	21.32	21.96

**2024-25 Classified Benefits Coordinator  
260 days**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
-	57,387	58,822	60,293	61,800	63,345	64,929	66,552	68,216	69,921	72,019

**General Salary Schedule:**

This salary schedule has been increased over the 2023-24 salary schedule by 4.0%. The District pays the 6% employee contribution to PERS in addition to the salary above. Step 10 represents 3% over Step 9. The district minimum wage has been set at \$18.00. Any time the district minimum wage exceeds a pay rate established in this schedule, the employee will receive the district minimum wage.

**APPENDIX B  
CLASSIFIED JOB CLASSIFICATIONS BY GRADE**

**[BARGAINING NOTE: See Ratification Cover Package. During finalization the parties will take the TA'd Appendix B and incorporate it into a list formatted like the expired struck through list below]**

**Grade 5**

**Grade 6**

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

**Grade 7**

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

**Grade 8**

- AV/Textbook Specialist
- Bus Driver
- Custodial/Maintenance Coordinator
- Child Development Center Educational Assistant
- Day Care Program Educational Assistant
- Elementary School Assistant
- Equipment Operator
- Food Service Coordinator II
- General Services Assistant
- Grounds Specialist—IPM
- Library/IMC Specialist
- Middle School Attendance Clerk
- Painter
- Roofer
- Warehouse Operations Assistant

**Grade 9**

- Accounting Clerk II
- Bilingual Educational Assistant
- Bus Driver Specialist
- Campus Monitor
- Career Center Assistant
- Childcare Center Educational Assistant
- Day Care Program Educational Assistant
- Dispatch Information Coordinator

- Educational Assistant
- Fleet Mechanic I
- Health Services Assistant
- Lead Custodian
- Maintenance Worker II
- Office Support Bilingual/Bicultural
- Plumber Trainee I
- Read Right Educational Assistant
- Senior Roofer
- SPED Educational Assistant

**Grade 10**

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

**Grade 11**

- Accounting Clerk III
- Accounting Specialist—Accounting System
- Accounting Specialist—Payroll System
- Administrative Assistant
- Bilingual Human Services Coordinator
- Cataloging Specialist
- Elementary School Secretary
- Facilities Coordinator
- Finance Clerk
- Floor Covering Specialist
- High School Secretary
- Human Services Program Coordinator
- KRVM Membership Coordinator
- Maintenance Worker III
- Middle School Secretary
- Plumber Trainee III
- Registrar

Roofing Specialist  
Route Planning Coordinator  
SPED Vocational Training Assistant  
Student & School Coordinator  
Technology Support Specialist I  
Transportation Dispatcher  
Transportation Training Coordinator  
Vocational Training Assistant  
Volunteer Program Coordinator

#### **Grade 12**

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

#### **Grade 13**

Architectural Drafter  
Federal Program Coordinator  
Fleet Mechanic II  
HVAC/Refrigeration Tech II  
Management Assistant  
Management Assistant—Nutrition Services  
Parts Specialist/Mechanic II  
Programmer Analyst I  
Plumber  
Technology Help Desk Specialist  
Technology Support Specialist II

Translation & Interpreting Services Coordinator  
User Services Specialist II

#### **Grade 14**

Accounting & Business System Specialist  
Computer Technician  
Certified Occupational Therapy Assistant  
Communication Specialist  
Electronics Technician—Fire Alarm, Security System  
HVAC Refrigeration Technician III  
Human Resources Specialist  
KRVN Program Coordinator  
Locksmith Specialist  
Outreach and Recovery Coordinator  
Research, Evaluation, Assessment & Data Analyst  
School Choice Coordinator  
Staffing and School Accountant

#### **Grade 15**

Computer System Support Technician  
Electrician  
Electronics Technician Specialist  
Fleet Shop Coordinator  
Plumber Specialist  
Safety Specialist  
Technology Support Specialist III  
Web Specialist

#### **Grade 16**

Programmer Analyst II  
Electrician II

#### **Grade 17**

Grant Writer Analyst  
Senior Programmer Analyst

#### **Grade 18**

Buyer  
Electrician Specialist

**APPENDIX C – CLASSIFICATION FAMILIES**

**[BARGAINING NOTE: See Ratification Cover Package. During finalization any updates to pay grades and classification changes made to the final Appendix B will be incorporated and updated into Appendix C and therefore it will supersede the parties’ TA’d Appendix C]**

<b>Family</b>	<b>Classification Title</b>	<b>Pay Grade</b>
<b><u>COMMUNICATIONS/MARKETING FAMILY</u></b>		
Communication/Marketing	Communications Specialist	14
Communications/Marketing	KRVM Development Coordinator	Commission
<b><u>FACILITIES &amp; MAINTENANCE FAMILY</u></b>		
Facilities & Maintenance	{Groundskeeper}	6
Facilities & Maintenance	Custodial Technician	7
Facilities & Maintenance	Fleet Service Technician	7
Facilities & Maintenance	{Maintenance Worker I}	7
Facilities & Maintenance	Senior Groundskeeper (Groundskeeper II)	7
Facilities & Maintenance	{Custodian}	7
Facilities & Maintenance	Custodial/Maintenance Coordinator I	8
Facilities & Maintenance	Painter	8
Facilities & Maintenance	Roofer	8
Facilities & Maintenance	Custodial/Maintenance Coordinator II	8
Facilities & Maintenance	Plumber Trainee I	9
Facilities & Maintenance	Lead Custodian	9
Facilities & Maintenance	{Maintenance Worker III}	9
Facilities & Maintenance	Fleet Mechanic I	9
Facilities & Maintenance	Senior Roofer	9
Facilities & Maintenance	Plumber Trainee II	10
Facilities & Maintenance	Equipment Operator	10
Facilities & Maintenance	Irrigation Specialist	10
Facilities & Maintenance	Painter Specialist	10
Facilities & Maintenance	Carpenter	10
Facilities & Maintenance	Ground Specialist—Lead Integrated Pest Management	10
Facilities & Maintenance	Plumber Trainee III	11
Facilities & Maintenance	Maintenance Worker III	11
Facilities & Maintenance	Roofing Specialist	11
Facilities & Maintenance	Floorcovering Technician	11
Facilities & Maintenance	Heating Technician	12
Facilities & Maintenance	HVAC/Refrigeration Technician	12
Facilities & Maintenance	Locksmith	12
Facilities & Maintenance	Plumber Trainee IV	12

Facilities & Maintenance	Plumber	13
Facilities & Maintenance	Architectural Drafter	13
Facilities & Maintenance	Fleet Mechanic II	13
Facilities & Maintenance	Electronics Technician—Fire Alarm & Security System	14
Facilities & Maintenance	HVAC/Refrigeration Technician III	14
Facilities & Maintenance	Locksmith Specialist	14
Facilities & Maintenance	Electrician I	15
Facilities & Maintenance	Plumber Specialist	15
Facilities & Maintenance	Fleet Shop Coordinator	15
Facilities & Maintenance	Fire Alarm and Security System Specialist	15
Facilities & Maintenance	Electrician II	16
Facilities & Maintenance	Electrician Specialist	18

**FINANCIAL & BUSINESS SERVICES FAMILY**

Financial & Business Services	Accounting Clerk I	7
Financial & Business Services	Accounting Clerk II	9
Financial & Business Services	Accounting Clerk III (1104)	11
Financial & Business Services	Accounting Specialist	11
Financial & Business Services	Accounting Specialist—Accounting System	11
Financial & Business Services	Accounting Specialist—Accounts Payable	11
Financial & Business Services	Accounting Specialist—Payroll System	11
Financial & Business Services	Finance Clerk	11
Financial & Business Services	Staffing and School Accountant	14
Financial & Business Services	Accounting and Business Systems Specialist	14
Financial & Business Services	Federal Programs Coordinator	15
Financial & Business Services	Medicaid Coordinator	16
Financial & Business Services	Grant Writer Analyst	17
Financial & Business Services	Buyer	18

**FOOD & NUTRITION FAMILY**

Food & Nutrition	[Food Service Assistant I]	6
Food & Nutrition	[Food Service Assistant II]	6
Food & Nutrition	[Warehouse Operations Assistant]	8
Food & Nutrition	Food Services Coordinator II	8
Food & Nutrition	Catering Operations Assistant	11
Food & Nutrition	Nutrition Services Regional Assistant	13

**HEALTH SERVICES FAMILY**

Health Services	Licensed Practical Nurse	10
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**HUMAN RESOURCES FAMILY**

Human Resources	HR Generalist I	10
Human Resources	HR Generalist II	14

Human Resources	HR Specialist	14
Human Resources	HRIS Specialist	16
<b><u>INFORMATION TECHNOLOGY FAMILY</u></b>		
Information Technology	Electronics Repair Assistant	7
Information Technology	Technology Support Specialist I	11
Information Technology	Programmer Analyst I	13
Information Technology	Technology Help Desk Specialist	13
Information Technology	Technology Support Specialist II	13
Information Technology	User Services Specialist II	13
Information Technology	Computer Technician	14
Information Technology	Computer System Support Technician	15
Information Technology	Technology Support Specialist III	15
Information Technology	Web Specialist	15
Information Technology	Audiovisual Technology Specialist	15
Information Technology	Programmer Analyst II	16
Information Technology	Senior Programmer Analyst	17
Information Technology	Senior Electronics Specialist	18
<b><u>ADMINISTRATIVE &amp; OPERATIONAL SUPPORT FAMILY</u></b>		
Administrative & Operational Support	Data Entry Clerk	6
Administrative & Operational Support	School Volunteer Coordinator (1410)	7
Administrative & Operational Support	Library/IMC Assistant (1448)	8
Administrative & Operational Support	Department Assistant	8
Administrative & Operational Support	AV/Textbook Specialist (1447)	8
Administrative & Operational Support	Library/IMC Specialist (1449)	8
Administrative & Operational Support	Elementary School Assistant I	8
Administrative & Operational Support	Elementary School Assistant II	9
Administrative & Operational Support	Career Center Assistant	9
Administrative & Operational Support	Health Services Assistant	9
Administrative & Operational Support	Office Support—Bilingual/Bicultural	9
Administrative & Operational Support	Custodial Staff Assistant	10
Administrative & Operational Support	Case Manager Assistant	10
Administrative & Operational Support	Post Graduate Planning Specialist	10
Administrative & Operational Support	Program Coordinator Assistant	10
Administrative & Operational Support	Attendance Clerk—High School	10
Administrative & Operational Support	Attendance Clerk—Middle School	10
Administrative & Operational Support	Department Secretary	10
Administrative & Operational Support	Records & Scheduling Assistant	10
Administrative & Operational Support	KRVM Membership Coordinator	11
Administrative & Operational Support	Facility Coordinator	11
Administrative & Operational Support	Administrative Assistant	11
Administrative & Operational Support	Cataloging Specialist	11

Administrative & Operational Support	Elementary School Secretary	11
Administrative & Operational Support	Middle School Secretary	11
Administrative & Operational Support	Registrar	11
Administrative & Operational Support	Route Planning Coordinator	11
Administrative & Operational Support	Transportation Training Coordinator	11
Administrative & Operational Support	Enrollment & Registration Coordinator	11
Administrative & Operational Support	High School Secretary	12
Administrative & Operational Support	Technology Management Assistant	12
Administrative & Operational Support	Program Coordinator—Safe Routes to School	12
Administrative & Operational Support	Management Assistant	13
Administrative & Operational Support	Program Coordinator—KRVM	14
 <b><u>SAFETY &amp; RISK FAMILY</u></b>		
Safety & Risk	School Crossing Guard	6
Safety & Risk	Campus Monitor	9
Safety & Risk	Safety Specialist	15
 <b><u>STUDENT SERVICES FAMILY</u></b>		
Student Services	Bus Aide—Special Education	6
Student Services	Educational Assistant—Special Ed	9
Student Services	Educational Assistant	9
Student Services	Educational Assistant—Child Development Center	9
Student Services	Educational Assistant—Bilingual	9
Student Services	Educational Assistant—Day Care Program(s)	9
Student Services	Building Behavior Support Assistant	10
Student Services	Lead Educational Assistant—Child Development Center	10
Student Services	Special Education Educational Assistant—Significant Needs	10
Student Services	Instructional Assistant—Infant and Toddler Care Center	10
Student Services	Volunteer Programs Coordinator	11
Student Services	Human Services Coordinator—Bilingual	11
Student Services	Human Services Coordinator	11
Student Services	Vocational Training Assistant	11
Student Services	Recreation/Activities Coordinator	12
Student Services	School Program Coordinator	12
Student Services	Program Coordinator—Student Alliance Community	12
Student Services	Program Coordinator—Student Wellness and School Safety	12
Student Services	District Translation Specialist	13
Student Services	Translation and Interpretation Services Coordinator	13
Student Services	School Choice & Student Assignment Coordinator	13
Student Services	Certified Occupational Therapy Assistant	14
Student Services	Research, Assessment, and Data Analyst	14
 <b><u>TRANSPORTATION FAMILY</u></b>		
Transportation	Van Driver	7

Transportation	Dispatch Information Coordinator	9
Transportation	Bus Driver	9
Transportation	Driver Specialist	9
Transportation	Bus Driver—SPED Route	9
Transportation	Assistant Dispatcher/Accounting Clerk	10
Transportation	Transportation Driver Trainer	10
Transportation	Transportation Dispatcher	11
Transportation	Transportation Dispatcher—Special Education Route	11

**\*GENERIC FAMILY**

Generic Family	General Laborer	6
Generic Family	Food Service Assistant I	6
Generic Family	Food Service Assistant II	6
Generic Family	Groundskeeper	6
Generic Family	Custodian	7
Generic Family	Maintenance Worker I	7
Generic Family	Warehouse Operations Assistant	8
Generic Family	Maintenance Worker II	9

**\*Note:** Classifications represented in the generic group and by [brackets] in the Class Families are the classification the employee is first bumped to if displaced.

**APPENDIX D**  
**MEDICAL SERVICES PROVIDED BY CLASSIFIED EMPLOYEE**

**Part I:**

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

**Part II—Employee Opportunity to Volunteer:**

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

**APPENDIX ~~ED~~**  
**EDUCATIONAL ASSISTANT PREPARATION TIME**

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

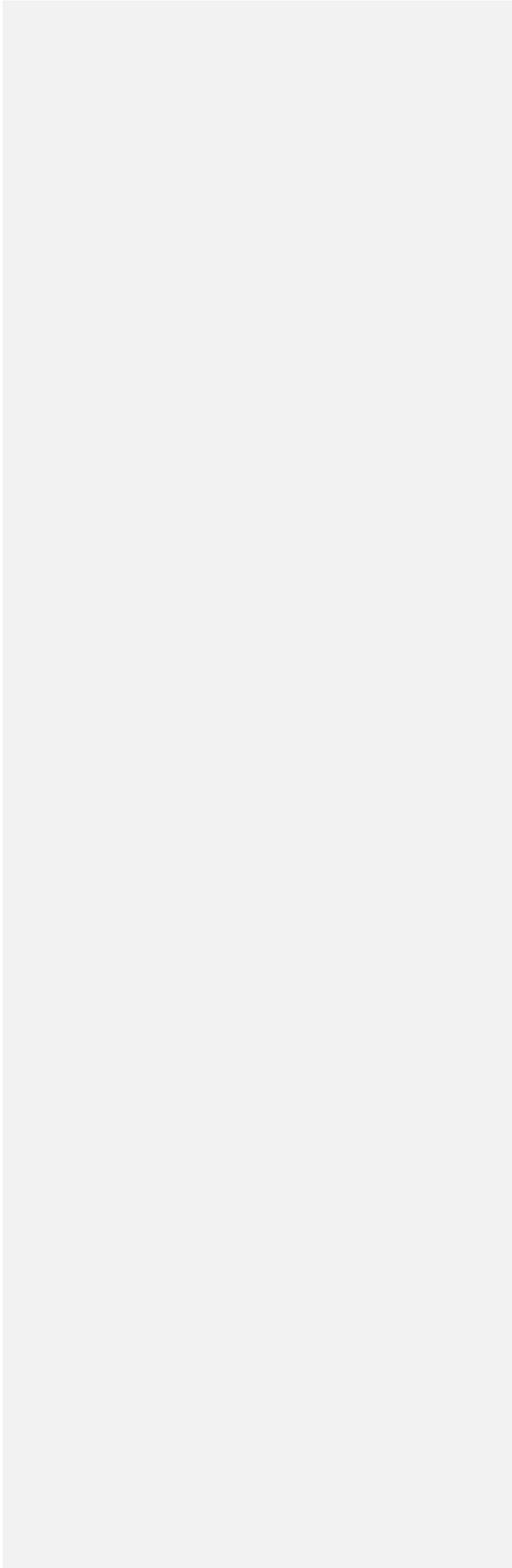
1. In September of each year the building administrator will notify each teacher of the District's expectation that instructional assistants who provide instructional support should be provided the opportunity to discuss scheduling prep-time.
2. The teacher and the instructional assistant will mutually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

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4856-7942-7906, v. 1





## **ITEM FOR ACTION (Second Read)**

### **Date of Meeting:**

January 14, 2026

### **Title:**

Approve Resolution 2025-26-07 Relating to Phase 2 Program Changes and Authorizing a Reduction in Force

### **Presenter:**

Dr. Miriam Mickelson, Superintendent

### **Background:**

The district faces a \$30,000,000 anticipated deficit for the 2026-27 fiscal year. Due to the scale of anticipated reductions, it is necessary for the Superintendent and the Board to make a number of strategic financial and operational decisions in advance of the preparation of a budget document. These decisions must be made this winter in order to allow impacted staff the opportunity to plan and prepare, and to enable the district to implement budget reduction strategies in a timely, planful manner.

In November 2025, the Board approved Resolution 2025-26-05 relating to the development of sustainable budget strategies. In that resolution, the Board determined that a reduction in force would be necessary, that the Superintendent shall determine which positions would be eliminated for the 2026-27 school year, and that the Board would act on the Superintendent's recommendation as to the overall level of positions to be reduced district wide. The resolution also directed that the Superintendent identify programmatic reductions and that she present the components of her budget reduction plan to the board. In a subsequent resolution, the Board authorized the elimination of up to 32 administrative positions.

Consistent with Board direction, the Superintendent is identifying reductions in three phases. Having given in-depth consideration to the matter, the Superintendent presented the components of the Phase Two reductions at the January 7, 2026 Board meeting. These will include programmatic changes.

Resolution 2025-26-07 authorizes the Superintendent to eliminate licensed and classified positions related to the programmatic changes the Superintendent has identified for Phase 2 of the budget reduction plan. For clarity, the Board previously authorized administrative reductions and the Superintendent has taken action based on that authorization.

### **Options and Alternatives:**

Proposed revisions to the resolution, if any, can be discussed at the meeting.

### **Recommendation:**

The Superintendent recommends the Board adopt Resolution 2025-26-07.

**RESOLUTION NO. 2025-26-07**

**Relating to Phase 2 Program Changes and Authorizing a Reduction in Force**

**WHEREAS,**

1. As of December 2025, the Eugene School District 4J faces a forecasted budget gap of approximately \$30 million for the 2026-27 school year; and
2. As a public agency, the district must comply with ORS 294.456 which requires that adopted expenses not exceed available funds; and
3. The district is required to comply with ORS 342.934 in making decisions related to reductions in force; and
4. In Board Resolution 2025-06-05, the district's Board of Directors:
  - a. Committed to making strategic decisions concerning levels of staffing reductions by February 4, 2026 so as to guide the development of the 2026-27 recommended final budget, provide impacted staff the opportunity to plan and prepare, and enable the district to implement such strategies in a timely and planful manner; and
  - b. Directed the Superintendent to present components of a comprehensive budget reduction plan; and
  - c. Provided that the Superintendent shall determine which positions are eliminated within Board-authorized levels; and
5. The Superintendent has identified certain districtwide programs and services to be reduced, eliminated or suspended for Phase 2 of the budget reductions, including CALCI and the Middle School Online Academy; and
6. The Superintendent previously sought and received authority to eliminate up to 32 administrative positions; and
7. To follow through with the districtwide program and service reductions identified by the Superintendent for Phase 2 of the budget reductions, and in accordance with Resolution 2025-26-05 and the Superintendent's recommendation, it is necessary for the Board to authorize the reduction of program-based licensed and classified staffing, effective June 30, 2026.

**NOW THEREFORE BE IT RESOLVED,**

1. The Board authorizes the Superintendent, as part of Phase 2 budget reductions, to reduce program-based licensed staffing by up to 55 FTE and classified staffing by up to 72

FTE, effective June 30, 2026. The Superintendent is authorized to take all actions the Superintendent deems necessary or advisable to implement the reduction in force and layoffs related to programmatic changes, and the changes to the districtwide programs, services and departments identified by the Superintendent. The board acknowledges this will include restructuring of CALCI and the elimination of the Middle School Online Academy. No further action by the Board is necessary.

2. This resolution is intended to assist the Superintendent in addressing the unique financial of the 2026-27 fiscal year and does not establish a precedent for processing programmatic and operational decisions or reductions in force in the future, nor otherwise limit the Superintendent's rights and duties conferred by law, board policy or contract.

**Adopted this \_\_\_\_ day of January 2026 by Board of Directors for the Eugene School District 4J.**

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**Tom Di Liberto, Board Chair**  
**Board of Directors, Eugene School District 4J**



## **ITEM FOR ACTION**

**Date of Meeting:**

January 14, 2026

**Title:**

Legislative Committee: Finalize 4J Board Legislative Priorities

**Presenter(s):**

Board Director Maya Rabasa, on behalf of the Board Legislative Committee

**Background:**

The Eugene 4J School Board develops a set of Legislative Priorities for each Legislative Session. This agenda item will provide opportunity for the Board to weigh-in the priorities for the 2026 Session.

The Oregon Legislature has set school Budgets for the next two years.

In a Legislative season with so much at stake for 4J's students and staff, it is important for the 4J Board to be clear with local Legislative leaders about what will actually help address student and staff belonging and wellbeing, student learning, and staff professional growth.

The Legislative Committee has proposed a set of Legislative Priorities. The Board may suggest additional edits, the request is for the Board to finalize and adopt the Legislative Priorities by vote.



**Eugene School District 4J  
School Board Legislative Priorities 2026**

**1. Protect all K–12 Funding:**

- Mitigate and prevent cuts to school funding.
- Prohibit unfunded mandates.
- Ensure adequate funding of SB 141 and permit flexibility in initial implementation years.



## ITEM FOR ACTION (SECOND READ)

**Date of Meeting:**

January 14, 2026

**Title:**

Approved proposed Policy CEA – Superintendent’s Educational Equity Advisory Committee.  
Delete Policy BCFA – Educational Equity Advisory Committee

**Presenters:**

Carmen Xiomara Urbina, Chief of Staff

**Background:**

In 2021, the Oregon Legislature passed [SB 732](#), requiring school districts to establish Educational Equity Advisory Committees (EEACs). This requirement applied immediately to districts with more than 10,000 students and was delayed until September 15, 2025, for districts with fewer than 10,000 students.

Based on implementation challenges experienced by larger districts, the Oregon Legislature subsequently passed [HB 2453 \(2025\)](#), which revised EEAC requirements. HB 2453 allows EEACs to function as **superintendent advisory committees**, rather than Board advisory committees, and removes several procedural requirements previously associated with Board-level committees.

Prior to HB 2453, OSBA incorporated EEAC language into Board policy **BCFA – Educational Equity Advisory Committee**, which reflects a Board-governed advisory structure subject to Public Meetings Law. In response to the statutory changes, OSBA now recommends deleting BCFA and adopting a new optional policy, **CEA – Superintendent’s Educational Equity Advisory Committee**, for districts that wish to retain policy language aligned with current law.

Adopting Policy CEA and deleting Policy BCFA would align district policy with:

- Updated state statute (HB 2453)
- Current OSBA guidance
- Superintendent-centered governance and accountability

Consistent with state requirements, one member of the EEAC will also serve on the district’s budget committee. This does not create a new position on the budget committee; rather, an EEAC member will fill a non-Board vacancy on the budget committee when such a vacancy occurs.

**Options and Alternatives:**

The Board may approve proposed Policy CEA and delete Policy BCFA, or direct staff to make additional revisions prior to adoption.

**Recommendation:**

The superintendent recommends that the board approve proposed Policy CEA – Superintendent’s Educational Equity Advisory Committee. The superintendent also recommends that the board delete Policy BCFA – Educational Equity Advisory Committee to ensure alignment with current statute and governance best practices.

# Eugene School District 4J

Code: CEA  
Adopted: XX/XX/XX

## Superintendent’s Educational Equity Advisory Committee

The Educational Equity Advisory Committee is established to advise the superintendent on matters related to educational equity and to elevate the experiences and needs of underrepresented and underserved students within the district. The committee serves in an advisory capacity by providing input on the educational equity impacts of district policies and practices and on conditions within schools. It also identifies situations that may negatively affect students from historically and currently underserved groups.

The committee’s role is to inform and advise the superintendent on how best to respond to equity-related concerns within the superintendent’s authority. While the committee may make recommendations, it does not have the decisions-making or policy-adoption authority. The superintendent may act on recommendations of the Educational Equity Advisory Committee consistent with the superintendent’s authority and applicable law, and retains responsibility for all administrative decisions.

The work of the Educational Equity Advisory Committee is intended to strengthen equity-centered leadership, promote transparency and accountability, and ensure the district decision-making is informed by the voices and lived experiences of underrepresented students, families, staff and community members.

The duties of the district’s Educational Equity Advisory Committee shall include:

1. Advising the superintendent about the educational equity impacts of policy decisions; and
2. Informing the superintendent when a situation arises in a district school that negatively impacts underrepresented students and advising the superintendent on how best to handle that situation.

The Educational Equity Advisory Committee may prepare an annual report that

1. Contains the following information:
  - a. The successes and challenges the district has experienced in meeting the educational equity needs of students in the district;
  - b. Recommendations the committee made to the superintendent, and the actions that were taken in response to those recommendations; and
  - c. Any other information required by the State Board of Education.
2. Is shared with the Board:
  - a. By the superintendent; and
  - b. If requested by the Board or, by the committee as a presentation by the committee at a Board meeting.
3. Is made available by being:
  - a. Distributed to the parents of district students;
  - b. Posted on the district’s website; and

- c. Sent to the State Board of Education.

The Educational Equity advisory Committee shall be selected and appointed by the superintendent and must be composed of parents, employees, students and community members from the district. For the purposes of selecting members, the superintendent:

1. Shall solicit names of possible members from the community;
2. Must ensure that membership is primarily representative of underserved student groups;
3. May not exclude or deny members based on language, immigration status or protected class, including age, disability, national origin, race, color, marital status, religion, sex, sexual orientation, or gender identity;
4. May not appoint a voting member of the Board or the superintendent to the educational equity advisory committee; and
5. Must ensure that the composition of an Educational Equity advisory Committee elevates underrepresented parent, employee, student, and community member voices.

The district will provide sufficient support to educational equity advisory committee members to participate in meetings, including, but not limited to access to district-managed emails, translation and interpretation services, and relevant trainings.

A member of the Educational Equity advisory Committee will also serve on the school district budget committee.<sup>1</sup>

END OF POLICY

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<sup>1</sup> The district is not required to add an Educational Equity Advisory Committee member to the budget committee until there is a non-board member vacancy on the budget committee.

**Legal Reference(s):**

[ORS 328.542](#)  
[ORS 329.711](#)  
[ORS 332.107](#)  
[OAR 199-050-0010](#)  
[OAR 581-022-2307](#)

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<sup>1</sup> The district is not required to add an educational equity advisory committee member to the budget committee until there is a non-board member vacancy on the budget committee.



# Eugene School District 4J

Code: \_\_\_\_\_ BCFA  
Adopted: \_\_\_\_\_ 9/04/24

## Educational Equity Advisory Committee

The district is committed to providing an inclusive educational environment, free from oppression. The district also acknowledges the central role that educators have in recognizing and interrupting demonstrations of personal prejudice, teaching inclusion, and in creating an inclusive learning and working environment.

Educational Equity Advisory Committees are meant to help school leaders identify what helps or hinders the success of students whom Oregon's educational systems is currently or has historically excluded, impacted, marginalized, or underserved.

The 4J Educational Equity Advisory Committee is intended to advise the Board and superintendent on the educational impacts of policy decisions, the larger district-wide climate, issues impacting underserved student groups, and additional topics necessary to fully elevate student experience.

Educational Equity Advisory Committees are a powerful mechanism to engage community voices, especially those communities that have been or are marginalized and underserved by the school system in Oregon and advance equity in Oregon's school districts.

As a committee that advises both the Board and superintendent, the 4J Educational Equity Advisory Committee shall follow the Public Meetings Law. The press may attend and report proceedings. Visitors shall sit apart from the committee members and shall speak only when invited to do so by the committee chair.

The 4J Educational Equity Advisory Committee can inform and advise the school board and superintendent on a number of topics, including the experiences of historically underserved student groups, the educational equity impacts of policy decisions, and the larger district-wide climate. Educational Equity Advisory Committees are responsible for highlighting school-specific situations that impact underrepresented students, and considering whether such situations are unique or systemic. Educational Equity Advisory Committees are meant to supplement and support local leadership in understanding how their decisions have affected students, and what they can do to make positive impacts.

The duties of the 4J Educational Equity Advisory Committee shall include:

1. Advising the Board about the educational equity impacts of policy decisions;
2. Advising the superintendent about the educational equity impacts of policy decisions; and
3. Informing the Board and superintendent when a situation arises in a district school that negatively impacts underrepresented students and advising the Board and superintendent on how best to handle that situation.

The 4J Educational Equity Advisory Committee may prepare an annual report that:

1. — Contains the following information:
  - a. — The successes and challenges the district has experienced in meeting the educational equity needs of students in the district;
  - b. — Recommendations the committee made to the Board and superintendent, and the actions that were taken in response to those recommendation; and
2. — Is made available by being:
  - a. — Distributed to parents of district students;
  - b. — Posted on the district’s website;
  - c. — Presented to the Board in at a board meeting with adequate opportunity for public comment

The 4J Educational Equity Advisory Committee membership shall be selected through a collaboration of the Board and superintendent and must be composed of parents, employees, students and community members from the school district. Underrepresented parents, employees, students, and community members are the core of the Committee. The Board and superintendent must ensure that membership is primarily representative of underserved student groups. During the selection process, it is recommended to anchor in this guidance and to apply the district’s equity lens and/or decision tool.

The school district superintendent is responsible for coordinating the member nomination process and proposing finalists to the Board. The Board will vote on candidates nominated by the superintendent.

The goal of coordinating the membership nomination process is to provide opportunities. Key interested parties, students, and community leaders may nominate people who represent the community and school; this would be followed up with an invitation to apply and participate.

For the purposes of selecting members, the superintendent:

1. — Shall solicit names of possible members from the community<sup>†</sup>
2. — Must ensure that membership is primarily representative of underserved student groups;
3. — May not exclude members based on immigration status; and
4. — Must comply with any other requirements established by the State Board of Education.

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<sup>†</sup> As per OAR 581-022-2307

(e) “Community Member” means:

- (A) a representative of a community-based organization that serves the local community;
- (B) a representative of a culturally specific organization that serves the local community;
- (C) a representative of an organization that regularly partners with the school district to network resources and assist students in meeting state and local standards, and prepare students for post high school transitions; or
- (D) a resident of the local community capable of representing underserved community voices

~~The Board and superintendent, in consultation with the 4J Educational Equity Advisory Committee, shall fill vacancies on the committee in the same manner as original appointments.~~

~~In the case of disagreement or dissonance between the nominations of the superintendent and the appointments of the School Board, the district shall seek technical assistance from their legal counsel, the Oregon Department of Education, the Oregon School Boards Association, and/ the Coalition of Oregon School Administrators.~~

~~One member of the educational equity advisory committee must also serve as a fully appointed member of the school district budget committee.~~

~~END OF POLICY~~

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DELETED



## **ITEM FOR ACTION AT A FUTURE MEETING (FIRST READ)**

**Date of Meeting:**

January 14, 2026

**Title:**

Consider for adoption proposed policy GCBDE/GDBDE – Military Leave of Absence

**Presenter:**

Christine Nesbit, General Counsel

**Background:**

The Superintendent is recommending the adoption of policy GCBDE/GDBDE Military Leave of Absence which addresses the district's responsibility when it an employee on duty with a uniformed service needs a military leave of absence.

Examples of the district's responsibilities, which are included in the proposed policy, include the requirement to grant military leave, to reemploy the individual without loss of seniority and similar benefits that would have been accrued had employment been continuous, and to provide paid military training leave.

The proposed policy includes provisions of law that must to be followed, but adopting a policy is not required. Although a policy adoption is optional, staff have determined that the proposed policy would be helpful to include in the district's policy manual.

**Options and Alternatives:**

The Board may choose to accept proposed Policy GCBDE/GDBDE – Military Leave of Absence. The Board may wish to direct staff to make further revisions.

**Recommendation:**

The Superintendent recommends that the board adopt Policy GCBDE/GDBDE – Military Leave of Absence at a future meeting.

# Eugene School District 4J

Code:  
Adopted:

GCBDE/GDBDE  
XX/XX/XX

## Military Leave of Absence

The district will grant military leave of absence to an employee on duty<sup>1</sup> with a uniformed service<sup>2</sup> in accordance with applicable state and federal law. An employee requesting military leave is required to provide written notice as soon as practicable following notification of military call up or reservist duty, unless precluded by military necessity.

An employee may apply for military leave<sup>3</sup> of absence from duties for up to 21 work days in any one training year<sup>4</sup> or in accordance with ORS 408.290. An employee may use any accrued vacation or similar leave during the period of service exceeding 21 days. Military leave shall be in addition to any other leave the employee is entitled.

While on military leave, the employee will receive the same benefits as other employees on leave, as well as the following:

1. The employee may continue enrollment in the district's health insurance plan. During the first 18 months of leave, the employee may be required to pay any employee contributions required of other employees on a leave of absence. If the leave extends beyond 18 months, the employee will be required to pay not more than 102 percent of the full premium;
2. Upon return from military service, the district will give retroactive employer contributions to the Public Employees Retirement System on the same basis as if the employee had not left, provided the employee was an enrolled member at the time of the leave. The employee may repay any required employee contributions over a period of three times the military service leave period or five years, whichever is less.

An employee on duty with a uniformed service is entitled to reemployment for a maximum of five years, unless retained on active duty because of war or national emergency. An individual returning from military leave shall notify the district of their intent to return to the district as follows:

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<sup>1</sup> "Duty" means the performance of duty on a voluntary or involuntary basis in a uniformed service and includes active duty or inactive duty training, state active duty, U.S. National Guard duty, U.S. Armed Forces duty and absence to determine fitness for duty.

<sup>2</sup> "Uniformed service" means being a member of the U.S. National Guard, National Guard Reserve or of any reserve component of the U.S. Armed Forces, or of the commissioned corps of the U.S. Public Health Service and any other category of persons designated by the President in time of war or national emergency.

<sup>3</sup> The employee may use military leave without loss of time, pay or regular leave if the employee has been employed by the district for six months or more.

<sup>4</sup> "Training year" means the federal fiscal year for any particular unit of the National Guard or a reserve component.

1. An employee who is a veteran or reservist returning from training must only inform the district of their training obligations and report back at the next regularly scheduled working period;
2. An employee returning from active duty must notify the district of their intention to return to their former job within 90 days after the employee is relieved from duty, or from hospitalization continuing after discharge for a period of not more than one year.

An individual reemployed under this policy is entitled to the seniority and other currently existing rights and benefits the individual had when service started, plus the additional seniority and similar rights and benefits that would have been accrued if employment had been continuous.

This policy does not apply if the employee has been separated from service with a dishonorable or bad conduct discharge or under other than honorable conditions.

END OF POLICY

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**Legal Reference(s):**

[ORS 332.505](#)  
[ORS 408.238](#)  
[ORS 408.240](#)

[ORS 408.270](#)  
[ORS 408.290](#)  
[ORS 659A.082](#)

[ORS 659A.086](#)

Consolidated Omnibus Budget Reconciliation Act of 1985, 42 U.S.C. §§ 300bb-1-300bb-8 (2024).  
I.R.C., U.S.C. 26 § 4980B(f)(4) (2024).

Employment and Reemployment Rights of Members of the Uniformed Services, 38 U.S.C. §§ 4301-4334 (2024).



## **ITEM FOR ACTION AT A FUTURE MEETING (FIRST READ)**

### **Date of Meeting:**

January 14, 2026

### **Title:**

Consider for approval revisions to Policy JHCA–Immunization, Physical Examination, Vision Screening/Eye Examination and Dental Screening

### **Presenter:**

Greg Borgerding, Athletic Director  
Christine Nesbit, General Counsel

### **Background:**

Policy JHCA/JHCD is the district’s policy relating to immunizations, physical examination, vision and dental screening and was last revised in 2022. Several changes are being proposed, as follows:

- 1) References to physical examinations and vision/ dental screenings would be removed. These subjects are now addressed in board policy EBBA.
- 2) The policy would be retitled to reflect its focus on immunization, school sports participation, concussions and other brain injuries. The board policy code JHCA/JHCB would be changed to JHCA.
- 3) Changes are proposed that will update and clarify the requirement for a School Sports Pre-Participation Examination.
- 4) Changes are also proposed that will reflect Oregon law relating to concussions and brain injuries, including HB 3007 (2025). That legislation outlines steps that must be taken by a district when a student is diagnosed with a concussion or other brain injury and accommodations are being requested. Specifically, districts are to initiate the implementation of an immediate and temporary accommodations plan. The legislation also enacted new requirements for the accommodations form, and how the form is to be communicated and used.

### **Options and Alternatives:**

The Board may choose to accept revisions to Policy JHCA/JHCD – Immunization, Physical Examination, Vision Screening/Eye Examination and Dental Screening. The Board may wish to direct staff to make further revisions.

### **Recommendation:**

The Superintendent recommends that the board approve revisions to Policy JHCA/JHCD – Immunization, Physical Examination, Vision Screening/Eye Examination and Dental Screening at a future meeting.

# Eugene School District 4J

Code: JHCA/~~JHCB~~  
Adopted: 11/28/18  
Revised/Readopted: 9/07/22

## ~~Immunization, Physical Examination, Vision Screening/Eye Examination and Dental Screening~~ **School Sports Participation, Concussions and Other Brain Injuries\*\***

### Immunization

Proof of immunization must be presented at the time of initial enrollment<sup>1</sup> in school or within 30 days of transfer to the district in accordance with Oregon law. Proof consists of a signed Certificate of Immunization Status form documenting **either** evidence of immunization, immunity or medical or nonmedical exemption as provided in ORS 433.267 and 433.273.<sup>2</sup>

### ~~Physical Examination~~ **School Sports Participation**

~~All students initially enrolling in school are recommended to have a physical examination. Parents will be asked to complete a district health history form when initially enrolling their student in the district and when registering them for sixth grade.~~

~~All students~~ **A student** participating in **extracurricular sports in grades 7 through 12 is** ~~athletic programs are~~ required to submit to an **appropriate School Sports Pre-Participation Examination<sup>3</sup>** ~~the district a school sports pre-participation examination<sup>4</sup>~~ form, available from OSAA or the school, prior to their initial participation in a **related** district **athletic** program. The form<sup>5</sup> is to be completed and signed by a parent or guardian ~~and physician~~ giving permission for the student to participate **and be signed by a medical provider authorized by law<sup>6</sup> who has examined and evaluated the student. The completed form(s) must be returned as directed.** A student who is subsequently diagnosed with a significant illness or has **had** a major surgery is required to have a physical examination prior to further participation. ~~in extracurricular sports.~~

A student who continues to participate in extracurricular sports in grades 7 through 12 shall be required to complete a ~~physical~~ **School Sports Pre-Participation E**xamination once every two years, thereafter.

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<sup>1</sup> The district shall immediately enroll a ~~homeless~~ student **experiencing houselessness** in the school selected even if the student is unable to produce records normally required for enrollment.

<sup>2</sup> Documentation requirements for exemptions are outlined in ORS 433.267.

<sup>3</sup> The required form is available at <https://www.osaa.org/governance/forms>, a copy may be obtained from a school office, or a form generated by the medical provider may be used if it meets requirements of law in OAR 581-021-0041. The Superintendent may extend the School Sports Pre-Participation Examination requirement to 6<sup>th</sup> grade participants.

<sup>4</sup> ~~Form available at~~ <http://www.osaa.org/governance/forms>

<sup>5</sup> The form may be used in either a hard copy or electronic format.

<sup>6</sup> This physical examination must be conducted by a physician possessing an unrestricted license to practice medicine, a licensed naturopathic physician, a licensed physician assistant, a licensed nurse practitioner or a licensed chiropractic physician who has clinical training and experience in detecting cardiopulmonary diseases and defects.

## Concussions and Other Brain Injuries

A student who exhibits signs, symptoms or behaviors consistent with a concussion following an observed or suspected blow to the head or body, or who has been diagnosed with a concussion will not be allowed to participate in any athletic event or training on that day, unless an athletic trainer licensed by the Board of Athletic Trainers or a physician licensed pursuant to ORS 677.100 - 677.228 has determined the student has not suffered a concussion.<sup>7</sup> Except as allowed above, a student excluded for concussion reasons will not be allowed to return to participate in an athletic event or training until the following three conditions have been met:

1. It is not the same day as the student exhibited signs, symptoms or behaviors consistent with a concussion, experienced a blow to the head or body, or was diagnosed with a concussion;
2. The student no longer exhibits signs, symptoms or behaviors consistent with a concussion; and
3. The student has received a medical release form from a health care professional<sup>8</sup>.

Upon receipt of written notification<sup>9</sup> from a parent or guardian that a student has been diagnosed with a concussion or other brain injury by a health care professional and that accommodations are being requested, the district shall follow all procedures developed by the Oregon Department of Education (ODE) to develop and implement an immediate and temporary accommodation plan.<sup>10</sup> Written notice is not required for the district to begin following concussion protocols.

Any accommodations will be communicated to the parent or guardian, to all teachers who provide instruction to the student and to other employees who have regular responsibilities for the student's supervision or health.<sup>11</sup>

Accommodations will be in effect no later than 10 school days after the written notification is received by the district and will be reviewed as needed, but no later than every two months.

## Vision Screening or Eye Examination

~~The parent or guardian of a student who is 7 years of age or younger and is beginning an education program with the district for the first time shall, within 120 days of beginning the education program, submit a certification that the student has received:~~

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<sup>7</sup> For more information regarding medical releases for students in grades 9-12, see OSAA rules.

<sup>8</sup> "Health care professional" includes a chiropractic physician, a naturopathic physician, a psychologist, a physical therapist, an occupational therapist, a physician assistant or a nurse practitioner who is licensed or registered under the laws of Oregon.

<sup>9</sup> "Written notification" means a written notice from a parent or guardian, supported by medical documentation from a health care professional, informing the district that they are requesting an accommodation for a student who has been diagnosed with a concussion or other brain injury by a health care professional.

<sup>10</sup> The district must use the sample form developed by ODE [add link when available] or a district form that includes all required content.

<sup>11</sup> Including, but not limited to, school nurses, counselors, physical education teachers, coaches, athletic trainers and staff supervision recess or other physical activities.

4. — A vision screening or eye examination; and
5. — Any further examination, treatments or assistance necessary.

The certification is not required if the parent or guardian provides a statement to the district that:

1. — The student submitted a certification to a prior education provider; or
2. — The vision screening or eye examination is contrary to the religious beliefs of the student or the parent or guardian of the student.

### **Dental Screening**

The parent or guardian of a student who is 7 years of age or younger, and is beginning an education program with the district for the first time, shall within 120 days of beginning the education program, submit a certification that the student has received a dental screening within the previous 12 months.

The certification is not required if the parent or guardian provides a statement to the district that:

1. — The student submitted a certification to a prior education provider;
2. — The dental screening is contrary to the religious beliefs of the student or the parent or guardian of the student; or
3. — The dental screening is a burden for the student or the parent or guardian of the student in the following ways:
  - a. — The cost of obtaining the dental screening is too high;
  - b. — The student does not have access to an approved screener; or
  - c. — The student was unable to obtain an appointment with an approved screener.

The certification may be provided by a licensed dentist, a dental hygienist or a health care practitioner as defined by state law. The certification must include the student's name, date of screening and name of entity conducting the dental screening. The district shall file in the student's dental health record any dental screening certifications and any results of a dental screening known by the district. If a district program is causing dental screening to be conducted for students under 15 years old, the district or program will follow the notice requirements established by the Oregon Department of Education, including providing the students and parents. The district will provide to the parent or guardian of each student, standardized information developed by the Oregon Health Authority's dental director regarding dental screenings, further examinations or necessary treatments, and preventive care including fluoride varnish, sealants, and daily brushing and flossing.

The district shall submit to the Oregon Department of Education by October 1 of each year a report that identifies the percentage of students who failed to submit the certification for the previous year.

END OF POLICY

**Legal Reference(s):**

[ORS 326.580](#)

[ORS 336.479](#)

[ORS 336.485 - 336.490](#)

[ORS 433.235 - 433.280](#)

[OAR 333-019-0010](#)

[OAR 333-050-0010 - 050-0120](#)

[OAR 581-021-0041](#)

[OAR 581-021-3007](#)

McKinney-Vento Homeless Assistance Act, Subtitle VII-B, reauthorized by Title IX-A of the Every Student Succeeds Act, 42 U.S.C. §§ 11431-11435 (2018).

Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2018); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2024).

House Bill 3007 (2025)