

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 21, 2026

NOTICE: The Regular Board Meeting at 6:00 p.m. 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=wjpcvmmABm8P5kFspA1Eg9RsIX0dRb.1>,
Webinar ID: 965 1638 6055

A video of the meeting will be made available after the meeting at <https://vimeo.com/4Jschools>

School Board Meeting Request Forms:

Sign up to provide public comment: 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

Regular Board Meeting

- I. **6:00 p.m. Regular Board Meeting:**
- II. Call to Order, Roll Call, Land Acknowledgment
- III. Board Chair Welcome
- IV. Agenda Approval
- V. Introduction of Guests and Superintendent’s Report
- VI. Receive Reports from High School Student Representatives
- VII. Items Raised by the Audience
- VIII. Comments by Employee Groups

- IX. **Consent Group - Items for Action**
 - 1. Approve the DRAFT Meeting Minutes for: 3
January 7, 2026 – Special Board Meeting
 - 2. Approve Routine Personnel Actions 12
Presenter: Dr. Brooke Wagner, Assistant Superintendent of
Administrative Services

- X. **Items for Information**
 - 1. Receive an update on the Electronic Hall Pass (EHP) Pilot: Phase 2 14
Monitoring Highlights (15 minutes)
Presenters: Casandra Kamens, Curriculum Administrator; Sebastian
Bolden, Director of Secondary Education and Jen Bills, Director of
School Safety and Emergency Management
 - 2. Receive Monthly Finance Report (15 minutes) 52
Presenter: Matt Brown, Director of Finance
 - 3. Receive Information on Phase 3 Budget Reductions (30 minutes) 67
Presenters:
Miriam Mickelson, Superintendent
Carmen Xiomara Urbina, Chief of Staff

Melissa Ibarra, Director of Elementary Education
 Jeff Johnson, Director of Elementary Education
 Sebastian Bolden, Director of Secondary Education
 Matt Brown, Director of Finance

XI.	Items for Action		
	1. Approve Agreement with Oregon School Employee Association (OSEA) (15 minutes) Presenters: Brooke Wagner, Assistant Superintendent of Administrative Services Kate Marrone, Director of Human Resources Blanca Flores-Lopez, Human Resources Administrator		103
	2. Adopt Policy GCBDE/GDBDE – Military Leave of Absence Presenter: Christine Nesbit, General Counsel		174
	3. Approve revisions to Policy JHCA – Immunization School Sports Participation Presenters: Christine Nesbit, General Counsel		177
XII.	Items for Action at a Future Meeting		
	1. Approve Board Resolution 2025-26-08 Relating to Phase 3 Authorizing a Reduction In Force and Co-location Presenter: Dr. Miriam Mickelson, Superintendent		182
	2. Approve Resolution 2025-26-09 Relating to Middle School Schedules Presenter: Dr Miriam Mickelson, Superintendent		185
	3. Consider for approval the proposed Policy IKF – Graduation Requirements Presenters: Casandra Kamens, Curriculum Administrator and Sebastian Bolden, Director of Secondary Education		189
XIII.	Committee Reports by Individual Board Members		
XIV.	Suggestions by the Board for Consideration of Items at a Future Meeting		
XV.	Adjourn		

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



ITEM FOR ACTION–CONSENT AGENDA

Date of Meeting:

January 21, 2026

Title:

Approve the DRAFT Board Meeting Minutes for:

- January 7, 2026 Special Board Meeting

Background:

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

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

Date: January 7, 2026

The Board of Directors (BOD) of School District No. 4J, Lane County, Eugene, Oregon, held a special meeting at 6:00 p.m. via live-stream and broadcast on KRVM. Notice of the meeting was emailed to the media and posted on the 4J website on January 2, 2026.

ROLL CALL

BOARD MEMBERS PRESENT:

Tom Di Liberto
Ericka Thessen
Maya Rabasa
Jenny Jonak
Judy Newman
Morgan Munro
Rick Hamilton

ABSENT:

None

STAFF:

Miriam Mickelson, Superintendent
Carmen Xiomara Urbina, Chief of Staff
Brooke Wagner, Human Resources Director
Matt Brown, Director of Finance
Bob Blyth, Associate Director of Finance
Oscar Loureiro, Director of Research and Planning
Jen Bills, Director of Safety and Emergency Management
Kelly McIver, Communications Director
Christine Nesbit, General Counsel
Cynthia Calletano, Executive Assistant to the Chief of Staff/Board
Lisa Fjordbeck, Operations Manager for the Superintendent's Office

OTHER GUESTS:

None

EMPLOYEE ASSOCIATIONS:

Lisa Jenkins-Easton, Oregon School Employees Association (OSEA) Chapter 1 President
Sarah Wofford, Oregon School Employees Association (OSEA) State President

Jamie Meyers, Eugene Education Association (EEA) President
David Wines, Eugene Education Association (EEA) Vice President

MEDIA:

KRVM

I. CALL SPECIAL MEETING TO ORDER, ROLL CALL, AND LAND ACKNOWLEDGMENT

Chair Di Liberto called the special meeting to order at 6:02 p.m. He said the names of the Board members who were present and read a land acknowledgement statement.

II. BOARD CHAIR WELCOME

Chair Di Liberto welcomed attendees and wished everyone a happy new year. He acknowledged the current budgetary challenges facing Eugene School District 4J, specifically its impact on staff. He thanked staff members for their enduring dedication to educating children.

III. AGENDA APPROVAL

The agenda was approved as presented.

IV. INTRODUCTION OF GUESTS AND SUPERINTENDENT'S REPORT

Superintendent Mickelson celebrated the 4J Board of Directors (BOD) during School Board Recognition Month in January. She echoed Chair Di Liberto's comments related to budgetary challenges and its impact on staff and the Board. She said the Board has shown up with steadiness and care and she highlighted their key leadership qualities.

Superintendent Mickelson read the following proclamation:

Whereas, public education is the cornerstone of a strong and vibrant community, opening doors of opportunity and possibility for every child;

Whereas, school boards provide the courageous leadership and vision that guide our schools toward excellence and ensure that every student is seen, heard, and supported;

Whereas, school boards champion high expectations for all students and believe in their limitless potential to learn, grow, and thrive;

Whereas, school boards ensure that resources, policies, and programs are directed toward student success, equity, and well-being;

Whereas, school boards model integrity, collaboration, and service, working in partnership with families, staff, and the broader community to support our schools;

Whereas, school boards devote countless volunteer hours to make decisions that shape the future of our children and our community;

Whereas, school boards engage in ongoing learning to deepen their understanding of the complex issues facing public education today and into the future;

Now, therefore, we proudly declare our deep appreciation to the members of the Eugene School District 4J Board of Education and proclaim the month of January as School Board Recognition Month.

We invite and encourage all community members to join us in honoring our school board members for their dedication, vision, and unwavering commitment to empowering today's students to create tomorrow's world.

V. ITEMS RAISED BY THE AUDIENCE

Sarah Wofford, Oregon School Employees Association (OSEA) State President, provided comments. She encouraged the Board to ask questions and be courageous champions in their leadership. She advocated for holding public discussions. Ms. Wofford highlighted essential work conducted on behalf of classified employees. She urged that the Board be involved in decision-making regarding contracts and cautioned against blanketly approving them.

VI. COMMENTS BY EMPLOYEE GROUPS

Lisa Jenkins-Easton, Oregon School Employees Association (OSEA) President, read a statement asserting that the district is not meeting its financial obligation under the law, citing workers' rights and HB 2016. She provided Board members with a settlement proposal for their review. Ms. Jenkins-Easton declared that it has become unsustainable for OSEA to shoulder the district's obligation. She said that she will not ethically be able to sign an agreement forcing OSEA to pay 100% of the costs. She outlined and described key components of the proposal, highlighting their offer to split the cost with the district.

Jamie Meyers, Eugene Education Association (EEA) President, provided comments. She read EEA's mission statement aloud. She acknowledged that 4J educators are experiencing anxiety, uncertainty, and frustration in light of budgetary cuts. She said every staff member will be impacted by displacements and layoffs. Ms. Meyers said EEA will remain committed to empowering educators while protecting the strength of schools. She urged that displaced members be given voice and choice in placement decisions.

VII. CONSENT GROUP – ITEMS FOR ACTION

1. BOND PROJECT – ATA SEISMIC UPGRADES

There was no discussion.

2. BOND PROJECT – WILLAGILLESPIE AND FOX HOLLOW ROOF COATINGS

There was no discussion.

**3. APPROVE THE DRAFT MEETING MINUTES FOR:
DECEMBER 3, 2025 SPECIAL BOARD MEETING
DECEMBER 10, 2025 REGULAR BOARD MEETING**

There was no discussion.

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

VIII. ITEMS FOR INFORMATION

1. RECEIVE INFORMATION ON PHASE 2 OF THE BUDGET REDUCTION PLAN

Superintendent Mickelson, Chief of Staff Carmen Xiomara Urbina, and Finance Director Matt Brown provided information related to Phase 2 of the Budget Reduction Plan via PowerPoint presentation.

Superintendent Mickelson provided a statement emphasizing the importance of their responsibility to make necessary changes without losing sight of shared humanity. She summarized that Phase 2 of the budget reduction plan includes reductions to administrators and district level programmatic services and supports. She said it is a continuation of the effort to align the system with financial realities while protecting student services to the greatest extent possible.

She highlighted the following:

(Some items contained further detail in the presentation – the following is a summary)

30% million deficit for 2026-27 school year

- Spending must align with state and federal resources to sustain services for students over time
- Caring for students today and protecting their future are not competing priorities
- Due to the scale of the reductions, the Board authorized reductions to staffing, services, and programs for 2026-27 in advance of the development of the budget document

Addressing a \$30M shortfall

- A system reset and resizing
- A strategic realignment of staffing and resources with enrollment decline and state and federal funding realities
- A path toward sustainability, stability, and long-term viability

A phased timeline

- Phase 1: December 10, 2025
- Phase 2: January 7, 2026
- Phase 3: January 21, 2026

Deep engagement

- Various community engagement with students, families, and staff

Stability and care for students – What will continue:

- Teaching and learning
- Student support and wellbeing
- Access, Belonging, and Opportunity
- Family and Support Systems

Phase 1 Reduction Estimates: \$2.3M

- Technology Subscriptions: \$0.25M
- Professional Development: \$0.50M
- School Discretionary Budget: \$0.22M
- Professional Service Contracts: \$0.03M
- Department Reductions: \$0.41M
- Staffing and Stipend Reductions: \$0.89M

She highlighted a bar graph detailing Phase 2 non-bargaining unit reductions totaling \$6.6M in estimated cost savings. 28 leadership positions have been impacted, including three assistant superintendent positions eliminated in Phase 1.

Superintendent Mickelson highlighted the following proposed Phase 2 reductions:

Staffing Adjustments (non-bargaining units; district based/initiated licensed/classified staff): \$6.6M

Credit Retrieval and Online Programs (de-implement Middle School EOA; scale back High School Extended Day and High School EOA): \$0.83M

Academic Support/Extracurricular (scale back AVID, Summer School and BEST programs, OSAA athletics reclassification): \$3.5M

CTE and CALCI (Future Build: Centralized at North Eugene; Creative Current at Sheldon; HumaniTech at South Eugene): \$1.8M

Nutrition Services GF Transfer and Catering (Reduce Nutrition Services General Fund transfers to \$1.5M from \$3.9M; Pause on production kitchen and catering services): \$2.7M

Administration Consolidation (Leverage attrition to adjust secondary administrative structures at lower enrollment sites to better align staffing with enrollment levels): \$.083M

Staff Support (Pause centrally managed mentorship and educator pathways programs, reduce instructional support capacity, and conclude conflict resolution function at the district level): \$4.4M

Total (estimate): \$18M (accounts for max unemployment benefits)

Mr. Brown presented the following Phase 2 examples of fiscal assumptions:

Salary COLA (estimate/tentative): 5.0%

Utilities inflation rate: 5.0%

Materials and supplies inflation: 3.0%

Inflation rate: 2.5%

PERS rates (%) tier ½: 26.7%

PERS rates (%) OPSRP: 23.5%

Health Ins. Annual Increase: 7.0%

Unemployment (estimate): \$22,500

Superintendent Mickelson presented the following related to Phase 2 Board action:

- November 5 Board Resolution: Authorized reductions to staffing, services, and programs
- Operational reductions in Phase 2 do not require additional Board action, however, they are shared publicly for transparency and Board oversight
- Note: CALCI, middle school Online Academy, and programmatic staffing reduction levels require separate Board approval
- December 10 Board Resolution: Approved the reduction level for non-bargaining units (Directors and MAPS), up to 32 positions (completed)
- Total reductions: 28.05 FTE, inclusive of Executive Leadership Team reductions

Superintendent Mickelson presented the following related to Phase 3 Proposed Reductions:

- January 21, February 4, 2026
 - Family School program changes
 - Middle school bell schedule changes
 - Preview of building-and classroom-based staffing reduction level recommendations

She outlined next steps:

- Communicate with clarity and care
- Support people and communities through change

- Plan responsibly

Superintendent Mickelson opened the floor to questions from the BOD.

Ms. Jonak raised concern about impacts on high school students following the scaling back of Eugene Online Academy (EOA).

Superintendent Mickelson provided reassurance, stating that the students will continue being served.

Ms. Rabasa asked if students will still be able to access the extended school day program.

Superintendent Mickelson responded affirmatively.

Following questions posed by Ms. Rabasa regarding CTE programs, Superintendent Mickelson confirmed that transportation will be provided for students and a concentrated CTE program will remain at all four comprehensive high schools. She confirmed that the EmpowerEd program will be impacted.

Responding to questions posed by Vice Chair Thessen about impacts to summer school, Superintendent Mickelson stated that they are unsure exactly how summer school will look, but the district must reduce the allocation. She confirmed that it relates to state changes to summer school funding.

At Ms. Newman's request, Mr. Brown provided further details about estimated unemployment costs to the district.

Responding to a question posed by Ms. Newman related to after-school programs, Superintendent Mickelson said the grant funded program had been subsidized with general fund dollars in past years. Now, the district will be limited to operating within the grant allocation. The Board will be provided with updates as they become available.

Ms. Urbina agreed. She added that the grant for the after-school program is \$500,000.

IX. ITEMS FOR ACTION

There were none.

X. ITEMS FOR ACTION AT A FUTURE MEETING

1. CONSIDER FOR APPROVAL BOARD RESOLUTION 2025-26-07 RELATING TO PHASE 2 PROGRAM CHANGES AND AUTHORIZING A REDUCTION IN FORCE

Superintendent Mickelson provided further context related to Phase 2 budget reductions, including that it requests Board action on reduction levels for licensed and classified staff associated with the programs impacted. Board action is scheduled for January 14, 2026.

There was no further discussion.

2. CONSIDER FOR APPROVAL PROPOSED POLICY CEA – SUPERINTENDENT’S EDUCATIONAL ADVISORY COMMITTEE AND CONSIDER DELETING POLICY BCFA – EDUCATIONAL EQUITY ADVISORY COMMITTEE

Ms. Urbina presented proposed Policy CEA – Superintendent’s Educational Advisory Committee and Consider Deleting Policy BCFA – Educational Equity Advisory Committee. She provided relevant background information and said the proposed change is based on the revised 2025 statute which, among other things, allows EEACs to function as superintendent advisory committees rather than board advisory committees. She noted that 4J was one of the first districts to have an EEAC, before it was required. The resolution will come before the Board at a future meeting.

There was no further discussion.

XI. COMMITTEE REPORTS BY INDIVIDUAL BOARD MEMBERS

Ms. Rabasa provided a report from the Legislative Committee. They elected a Chair and distributed representatives among their members. She said they will soon present priorities to the Board.

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

Ms. Newman stated that she wishes to provide a report related to Board elections.

Ms. Rabasa requested information about district compliance with HB 2016.

Ms. Jonak requested information about the general contours of HB 2016.

XIII. ADJOURN SPECIAL BOARD MEETING

Chair Di Liberto adjourned the special meeting at 7:32 p.m.

Miriam Mickelson, Superintendent

Tom Di Liberto, Chair

Recorded by Terah Van Dusen, LCOG



ITEM FOR ACTION – CONSENT AGENDA

Date of Meeting

Jan 21, 2026

Title

Approve Routine Personnel Actions

Presenter

Dr. Brooke Wagner, Assistant Superintendent of Administrative Services

Recommended Action

The superintendent recommends that the board of directors:

- 1. Approve the employment of the licensed administrators or executives listed below for the 2025-26 school year:***

None.

- 2. Approve the employment of the licensed employees listed below for the 2025-26 school year:***

Employee ID	FTE
130189	1.0
133980	0.5
165599	0.5
167422	1.0
170375	1.0
170572	0.8
171499	1.0
172603	1.0
172632	1.0
172761	1.0
172763	1.0

- 3. Approve the acceptance of the resignations and retirements of the licensed administrators or executives listed below:***

Employee ID	Reason	Effective Date
135167	Resignation	02/27/2026

4. Approve the acceptance of the resignations and retirements of the licensed personnel listed below:

Employee ID	Reason	Effective Date
170009	Resignation	12/08/2025
170854	Resignation	01/14/2026
133872	Retirement	12/01/2025



ITEM FOR INFORMATION

Date of Meeting:

January 21, 2026

Title:

Electronic Hall Pass (EHP) Pilot: Phase 2 Monitoring Highlights

Presenters:

Cassandra Kamens, Curriculum Administrator for Extended Learning
Sebastian Bolden, Director of Secondary Education
Jen Bills, Director of School Safety and Emergency Management

Background

In October 2025, Eugene School District 4J began implementation of the **Electronic Hall Pass (EHP) pilot** across four comprehensive high schools and one middle school:

- Churchill High School
- North Eugene High School
- Sheldon High School
- South Eugene High School
- Kelly Middle School

The pilot was intentionally designed as a **time-limited learning phase**, not a permanent policy. Its purpose was to assess whether a digital hall pass system could support student safety, reduce instructional disruption, and improve consistency in hallway supervision, while also identifying equity impacts and unintended consequences prior to any long-term decision.

Following the pilot implementation period, district staff completed a **Phase 2 monitoring and preliminary evaluation report**, which has been **presented to the Superintendent**. At this time, **the Superintendent has not made a final decision** regarding the future of the Electronic Hall Pass system.

Purpose of This Item

This Item for Information provides the Board with **key highlights from the completed Phase 2 report**, as a follow-up to the **October 8, 2025 Board presentation**. The January 21, 2026 update is intended to:

- Share **preliminary findings and implementation insights**.
- Clarify the **decision pathway moving forward**.

- Provide transparency prior to any future recommendation.

Phase 2 Report Highlights

Highlights from the Phase 2 monitoring report include:

- **Districtwide student safety perceptions remained stable** during the pilot period, despite heightened community attention to school safety.
- **School-level outcomes varied**, with stronger safety trends observed at sites where EHP was implemented consistently and as a shared adult practice.
- **Implementation fidelity matters**: higher and more consistent EHP use aligns with improved or stabilized student safety perceptions, while low or inconsistent use aligns with less favorable trends.
- **Qualitative feedback from campus monitors** aligns with survey and utilization data and provides insight into both strengths and challenges of implementation.
- The pilot surfaced **clear areas for refinement**, including:
 - Consistency of use across classrooms.
 - Staff workload and operational clarity.
 - Alignment with IEP and 504 accommodations.

All findings are **preliminary**, as the 2025–26 student climate survey window remains open and the equity impact review is still underway.

Clarification of the Recommendation Pathway

At the outset of the pilot, the Superintendent’s intent was to evaluate the pilot and return with a recommendation regarding **permanent implementation** following the initial pilot period. Based on Phase 2 findings—particularly the preliminary nature of the data, variation in implementation across sites, and the need to complete the equity impact review—staff now recommend **continuing the evaluation process** rather than advancing directly to a permanent decision.

At this point, the Superintendent has not made a final decision.

Staff are supporting the Superintendent’s consideration of the following **decision options**:

1. **Sunset the Electronic Hall Pass pilot**, discontinuing use of the system effective **February 1, 2026**; or
2. **Continue the pilot through June 30, 2026**, allowing completion of the full evaluation cycle and returning to the Board with a final report prior to the Superintendent’s determination.

Board Action Requested

None. This item is presented for information and discussion only.



Electronic Hall Pass (EHP) Pilot: Phase 2 Monitoring Highlights

16

EUGENE SCHOOL DISTRICT 4J

January 21, 2026

Presenters:

Cassandra Kamens, Curriculum Administrator for Extended Learning

Sebastian Bolden, Director of Secondary Education

Jen Bills, Director of School Safety and Emergency Management

Electronic Hall Pass (EHP) Pilot Phase 2 Monitoring Highlights

- Item for Information – January 21, 2026.
- Phase 2 Monitoring & Preliminary¹⁷ School-Level Safety Analysis.
- No Board action requested.

Purpose of This Update

- Share preliminary Phase 2 findings.
- Highlight implementation patterns.
- Clarify the decision pathway.
- Ensure transparency prior to any recommendation.

What is the eHall Pass pilot?

To address student safety concerns this fall, 4J is running a pilot program that uses electronic hall passes.

All four 4J high schools as well as Kelly Middle School have agreed to test a new way of issuing passes for students to leave and return to classes.

This platform uses Synergy, a student data system the district already owns, to create and manage permissions as well as the number and locations of students outside of class.

Why Synergy eHall Pass?

Safety and Security:

- The system provides real-time information of intended student locations, which is crucial during emergencies like lockdowns or evacuations.²⁰
- Administrators can quickly identify which students are out of class and where they should be located.
- This enhanced visibility helps ensure student safety and improves emergency response capabilities.
- It also reduces the number of students that can be out in the halls at any given moment.

Why Synergy eHall Pass?

Reduced Class Disruptions:

- Traditional paper passes often require teachers to stop instruction to write passes and manage requests. ²¹
- Students can request passes through their district-provided devices, and teachers can respond with minimal classroom disruption.

Why Synergy eHall Pass?

Data-Driven Insights:

- Schools gain valuable analytics about hall pass usage patterns, including which students frequently leave class, peak usage times, and common destinations.
- This data helps administrators identify potential patterns that could suggest students are avoiding certain classes.

Synergy eHall Pass Process

Students can request a hall pass from StudentVUE if the following conditions are met:

- Students must be in an active class period. Passes cannot be requested during passing time or outside of school and bell times.
- Students must have a sufficient amount of minutes left in a class period to accommodate the pass duration.
- Requests cannot be made within first 10 minutes or the last 10 minutes of class time.

ELECTRONIC HALL PASS (EHP) PILOT

Phase 2 Monitoring & Preliminary School-Level Safety Analysis

January 21, 2026 – Follow-Up Report



PILOT REVIEW INSIGHTS



CURRENT DECISION PATHWAYS



Why the EHP Pilot

- Launched October 2025 as a time-limited pilot.
- Designed to support student safety and supervision.
- Focused on learning before any permanent decision.

Pilot Sites

- Churchill HS
- North Eugene HS
- Sheldon HS
- South Eugene HS
- Kelly Middle School

Data Sources Reviewed

- Student safety perceptions (Climate Survey).
- EHP utilization data by school.
- Qualitative feedback from campus monitors.

Districtwide Overview (Preliminary)

- 2024–25: 18.9% of students did not feel safe
- 2025–26: 19.0% (preliminary)
- Districtwide safety perceptions remained stable

Why School-Level Analysis Matters

- Districtwide averages mask site-level variation.
- Implementation consistency varies by school.
- Fidelity appears linked to outcomes.

Churchill High School

- Safety perceptions improved by 6.7 points.
- Highest EHP utilization.
- Strong shared adult practice.

Sheldon High School

- Modest improvement in safety perceptions.
- Moderate EHP utilization.
- Partial implementation fidelity.

Kelly Middle School

- Moderate EHP utilization.
- Different movement and supervision patterns.
- Included for implementation context.

Cross-School Synthesis

- Higher utilization aligns with improvement or stability.
- Lower utilization aligns with less favorable trends.
- Implementation fidelity is a key variable.

Qualitative Feedback: Campus Monitors

- Most effective when used consistently.
- Challenges with clearing passes.
- Need alignment with IEP/504 plans.

Limitations

- Student Climate Survey window still open.
- Correlation does not equal causation.
- Implementation varied across sites.

Decision Pathway

- Original intent: return with a permanent decision.
- Data and equity review still in progress.
- Superintendent has not made a final decision.

Decision Options Under Consideration

- Sunset the pilot effective February 1, 2026.
- Continue the pilot through June 30³⁷, 2026.

If the Pilot Continues

- Complete climate survey cycle.
- Finalize equity impact review.
- Return to Board with final evaluation in June 2026.

Synergy eHall Pass Questions?

ELECTRONIC HALL PASS (EHP) PILOT

Phase 2 Monitoring & Preliminary School-Level Safety Analysis

January 21, 2026 – Follow-Up Report



PILOT REVIEW INSIGHTS



CURRENT DECISION PATHWAYS



Executive Summary	3
Key Preliminary Findings	3
Recommended Decision Path	3
I. Purpose and Connection to Prior Board Action	4
II. Pilot Overview (As Presented October 8, 2025)	4
Pilot Purpose.....	4
III. Data Sources and Methodology	5
A. Student Safety Measure	5
B. E-Hall Pass Utilization Data.....	5
C. Qualitative Implementation Feedback	5
IV. Districtwide Overview	5
Governance Interpretation	5
V. School-Level Analysis: Comprehensive High Schools	6
A. Churchill High School	6
B. North Eugene High School.....	6
C. Sheldon High School.....	6
D. South Eugene High School	7
E. Kelly Middle School	7
VI. Alternative Programs: Scope and Applicability.....	7
A. ECCO Program	7
B. Eugene Online Academy – High School	8
VII. Cross-School Synthesis	8
VIII. Qualitative Insights from Campus Monitors.....	8
Direct Quotes:.....	8
IX. Limitations	9
X. Preliminary Conclusions.....	9
Districtwide Safety Perceptions Remained Stable.....	9
Implementation Consistency Appears to Matter	9
The Pilot Has Identified Clear Areas for Refinement	9
Clarification of the Recommendation Pathway	10
Additional Evaluation Is Needed Before Any Adoption Decision	10
XI. Next Steps.....	10
XI. Glossary of Terms	11

ELECTRONIC HALL PASS (EHP) PILOT

Phase 2 Monitoring & Preliminary School-Level Safety Analysis

January 21, 2026 –Follow-Up Report

Executive Summary

This report provides a **Phase 2 monitoring update** on the Electronic Hall Pass (EHP) pilot, as committed to the Board during the **October 8, 2025 Item for Information**. The pilot was implemented as a **time-limited possibility**, not a permanent policy, to examine whether a digital hall pass system could support student safety, reduce instructional disruption, and improve consistency in hallway supervision.

At the outset of the pilot, the Superintendent's intent was to evaluate the pilot and return with a decision regarding permanent implementation following the initial pilot period. Based on what has been learned to date—particularly the preliminary nature of the student survey data, the variation in implementation across sites, and the need to complete the equity impact review—staff now recommend **continuing the pilot** rather than advancing directly to a permanent implementation decision at this time.

Key Preliminary Findings

- Districtwide student safety perceptions remained stable during the pilot period.
- School-level outcomes varied, with stronger results observed at sites where EHP was implemented consistently and as a shared adult practice.
- Qualitative feedback from campus monitors aligns with quantitative findings, reinforcing that implementation fidelity—not the tool alone—drives effectiveness.
- The pilot has surfaced clear, actionable areas for refinement, including consistency of use, staff workload considerations, and alignment with IEP/504 accommodations.

Recommended Decision Path

Rather than moving immediately to permanent implementation, staff recommend that the Superintendent's final decision be informed by one of the following options:

1. **Sunset the Pilot Program**
Discontinue use of the Electronic Hall Pass system effective **February 1, 2026**, based on current findings and operational considerations.
2. **Continue the Pilot Through June 2026**
Maintain the pilot through the end of the 2025–26 school year to allow for:
 - Completion of the full student climate survey cycle.
 - Finalization of the equity impact review.
 - Additional qualitative feedback from students and staff.
3. Under this option, staff would return to the Board at its final meeting in June 2026 with a comprehensive evaluation report synthesizing final data and presenting options to continue, adjust, or discontinue the program. This timeline would allow Dr. Mickelson to make a final decision with the benefit of complete information and Board input.

Purpose of This Report

This report:

- Fulfills the district's commitment to monitor, engage, and report back to the Board.
- Provides preliminary findings and emerging patterns.
- Does not make a recommendation to adopt or expand EHP at this time.

Final conclusions and any decision regarding permanent use will follow completion of the full evaluation cycle.

I. Purpose and Connection to Prior Board Action

This report serves as a Phase 2 follow-up to the October 8, 2025 Item for Information provided to the Board regarding the Electronic Hall Pass (EHP) pilot. At that meeting, the Board was informed that the district would:

- Implement EHP as a time-limited pilot, not a permanent initiative.
- Monitor implementation closely during the pilot period.
- Gather both quantitative and qualitative data from students, staff, and families.
- Assess equity impacts and unintended consequences.
- Return with an evaluation before any recommendation to continue, modify, or discontinue the program.

This report fulfills that commitment by presenting preliminary findings, emerging patterns, and implementation insights from the pilot period. It is intended to support transparency and informed governance, not to predetermine a final decision.

II. Pilot Overview (As Presented October 8, 2025)

In September 2025, Eugene School District 4J launched a **three-month pilot** of the Synergy Electronic Hall Pass system in the following schools:

- Churchill High School
- North Eugene High School
- Sheldon High School
- South Eugene High School
- Kelly Middle School

The pilot was designed to test whether a digital hall pass system could support **safer, more predictable hallway environments** while minimizing instructional disruption.

Pilot Purpose

The pilot sought to:

- Improve campus safety and student accountability during instructional time.
- Reduce classroom interruptions related to restroom and hallway requests.
- Establish more consistent hallway supervision practices.
- Collect authentic feedback from students, staff, and families.
- Identify equity impacts and unintended consequences prior to any permanent adoption.

At the outset, the district emphasized that **student voice, family transparency, and equity** would be central to evaluation.

III. Data Sources and Methodology

A. Student Safety Measure

Student perceptions of safety were measured using the **4J Secondary School Climate Survey**, specifically:

- **Survey Item:** “I feel safe at my school”
- **Outcome Metric:** Percentage of students selecting *Disagree* or *Strongly Disagree* (% D or SD)
- **Comparison:** 2024–25 vs. preliminary 2025–26 results
- **Status:** The 2025–26 survey window remains open; findings should be interpreted as **preliminary**

This measure was selected because it reflects **students’ lived experience of safety**, rather than incident counts alone.

B. E-Hall Pass Utilization Data

EHP utilization data was analyzed using:

- Total number of electronic hall passes issued per school.
- Enrollment counts as of October 1, 2025.
- Average number of passes issued per student.

Analysis focused on comprehensive high schools, where hallway movement patterns are most comparable and EHP was intended to function as a volume-management and supervision tool.

C. Qualitative Implementation Feedback

To complement survey and usage data, the district gathered **qualitative insights from campus monitors**, coordinated by Jen Bills, Director, School Safety and Emergency Management. This feedback provides critical context on:

- Day-to-day usability of the system
- Consistency of implementation across classrooms
- Student behavior patterns during the pilot
- Equity and accommodation considerations

Qualitative data is used to **interpret patterns**, not to substitute for quantitative findings.

IV. Districtwide Overview

Across all secondary pilot sites combined:

- **2025–26:** 19.0% of students reported not feeling safe
- **2024–25:** 18.9%
- **Change:** +0.1 percentage points (effectively stable)

Governance Interpretation

Despite heightened community concern about school safety, **districtwide student safety perceptions did not decline during the EHP pilot period**. This suggests that the pilot did not have an adverse systemwide impact on students’ sense of safety.

However, districtwide averages obscure **meaningful differences across schools**, underscoring the importance of examining school-level implementation patterns rather than drawing conclusions from aggregate data alone.

V. School-Level Analysis: Comprehensive High Schools

A. Churchill High School

Safety Perception Data

- 2025–26: 13.5% D or SD
- 2024–25: 20.2% D or SD
- **Change:** –6.7 percentage points (significant improvement)

E-Hall Pass Utilization

- Total passes issued: 30,170
- Enrollment: 1,044
- Average passes per student: 29 (highest among pilot sites)

Expanded Interpretation

Churchill demonstrates the strongest alignment between high-intensity EHP use and improved student safety perceptions. The scale and consistency of usage suggest shared staff expectations around hallway movement and supervision. While causation cannot be asserted, the data supports the hypothesis that consistent, systemwide implementation may contribute to more predictable and secure school environments.

B. North Eugene High School

Safety Perception Data

- 2025–26: 27.7% D or SD
- 2024–25: 20.1% D or SD
- **Change:** +7.6 percentage points (notable decline)

E-Hall Pass Utilization

- Total passes issued: 3,655
- Enrollment: 1,170
- Average passes per student: 3 (lowest among pilot sites)

Expanded Interpretation

North Eugene presents a contrasting implementation profile, with very low EHP utilization and a concurrent decline in safety perceptions. While multiple contextual factors may be at play, the data suggests that limited or inconsistent use may undermine the pilot's intended benefits, reinforcing the importance of shared adult practice.

C. Sheldon High School

Safety Perception Data

- 2025–26: 14.3% D or SD
- 2024–25: 16.0% D or SD
- **Change:** –1.7 percentage points (modest improvement)

E-Hall Pass Utilization

- Total passes issued: 22,779
- Enrollment: 1,441
- Average passes per student: 16

Expanded Interpretation

Sheldon's results reflect **moderate implementation fidelity** with a corresponding modest improvement in

safety perceptions. This pattern suggests that partial consistency may yield benefits, though not at the scale observed where usage is more universal and embedded in daily practice.

D. South Eugene High School

Safety Perception Data

- 2025–26: 22.3% D or SD
- 2024–25: 21.0% D or SD
- **Change:** +1.4 percentage points (relative stability)

E-Hall Pass Utilization

- Total passes issued: 15,242
- Enrollment: 1,464
- Average passes per student: 10

Expanded Interpretation

South Eugene shows moderate EHP usage and largely stable safety perceptions. The small increase suggests that implementation intensity alone does not determine outcomes and that site-specific context, staffing patterns, and school culture also play a role.

E. Kelly Middle School

Safety Perception Data

Data Source: 4J Secondary School Climate Survey, Question 11A (“I feel safe at school”)

Status: The 2025–26 survey response window remains open; results are preliminary.

Comparability Note:

Middle school student movement patterns, schedules, and supervision structures differ from those of comprehensive high schools. Accordingly, Kelly Middle School’s safety perception data should be interpreted within a middle school context and not directly compared to high school outcomes.

E-Hall Pass Utilization

- **Total passes issued:** 7,418
- **Enrollment:** 451
- **Average passes per student:** 16

Context and Analytic Considerations

Kelly Middle School participated in the Electronic Hall Pass pilot and demonstrates **moderate utilization** of the system. While the average number of passes per student is comparable to some high school sites, utilization patterns at the middle school level are influenced by differences in schedule structure, the frequency and purpose of hallway movement, and higher levels of adult supervision tied to developmental expectations.

For these reasons, Kelly’s utilization data is included for **implementation context** but is not used as a primary comparative

VI. Alternative Programs: Scope and Applicability

A. ECCO Program

The ECCO Program did not participate in the EHP pilot due to its **small, contained physical environment**, where hallway movement is minimal and closely supervised. Use of a digital hall pass system was determined to be unnecessary and misaligned with program design. ECCO is therefore excluded from EHP analysis.

B. Eugene Online Academy – High School

Eugene Online Academy did not participate in the EHP pilot because it operates in a **fully virtual instructional model**, making hallway supervision tools inapplicable.

VII. Cross-School Synthesis

When comparing EHP usage intensity with changes in safety perceptions across comprehensive high schools, a consistent pattern emerges:

- **Higher utilization** aligns with improvement or stability.
- **Lower utilization** aligns with declines.

This suggests that **implementation fidelity is a key variable** in determining potential impact.

VIII. Qualitative Insights from Campus Monitors

Campus monitors report that EHP is most effective when:

- Used consistently across classrooms.
- Reinforced as a shared adult practice.
- Supported by clear procedures for issuing and clearing passes.

Challenges identified include:

- Inconsistent teacher use.
- Manual pass clearing errors.
- Lack of structured EHP-aligned approaches for some IEP/504 accommodations.

Direct Quotes:

On Efficiency and Safety

"I do like the hall pass system... for most of the student population it works really well. When we see someone in the hall we can get on the app and see right away that they have permission and can see where they are supposed to be going. That makes it nice for us especially with the students that don't really like adult interaction."

On the Need for Universal Adoption

"Slipping in usage quite a bit from what I see. I still feel it would be more effective to add an iPad kiosk to every classroom dedicated to only hall pass use... [it is] a good time to tighten things up with the new and complete cell phone policy."

On Challenges with Accommodations (504/IEP)

"When it becomes a challenge is for the students that have 504 plans or special accommodations that give them 'walk about' or 'time out' breaks. These are good tools for students but can be problematic when they don't have passes, or misuse the accommodation to meet up with friends."

On Technical Friction Points

"Teachers have to clear the student when they are back and sometimes that gets missed, so students show an expired pass when they are actually back in class. This doesn't happen often but does happen."

These insights reinforce the conclusion that **systems support and clarity**, rather than the tool alone, drive effectiveness.

IX. Limitations

- **Preliminary Survey Data**

The 2025–26 student climate survey window remains open, and participation rates continue to change as additional students complete the survey. As a result, the data presented in this report reflects a **snapshot in time**, not final year-end results. While early trends are informative for monitoring purposes, final conclusions should be reserved until the survey window closes before Spring Break and response rates stabilize across schools.

- **Correlation Does Not Imply Causation**

This analysis identifies **associations** between E-Hall Pass utilization intensity and changes in student safety perceptions; however, it does not establish a causal relationship. Student perceptions of safety are influenced by multiple factors, including school culture, staffing levels, disciplinary practices, and broader community context. E-Hall Pass is one component of a complex system and should be interpreted as a **contributing factor**, not a sole driver, of observed outcomes.

- **Variation in Implementation Across Sites**

Implementation of the Electronic Hall Pass pilot varied significantly across schools in terms of frequency of use, staff participation, and consistency of expectations. These differences affect comparability and limit the ability to attribute outcomes solely to the tool itself. At the same time, this variation provides valuable insight into how **implementation fidelity influences effectiveness**, underscoring the importance of clear expectations, shared adult practice, and adequate system supports if the pilot is continued.

X. Preliminary Conclusions

Based on preliminary survey data, utilization patterns, and qualitative implementation feedback, the Electronic Hall Pass (EHP) pilot supports the following early conclusions:

Districtwide Safety Perceptions Remained Stable

Across all secondary pilot sites, student perceptions of safety did not decline during the pilot period. This suggests that the introduction of E-Hall Pass, as implemented during the pilot, did not have an adverse systemwide impact on students' reported sense of safety, even amid heightened community attention to school safety issues.

Implementation Consistency Appears to Matter

School-level analysis indicates that outcomes vary significantly by site. Schools with more consistent and widespread EHP use tended to show improvements or stability in student safety perceptions, while sites with limited or inconsistent implementation experienced less favorable trends. While this does not establish causation, it reinforces the importance of implementation fidelity and shared adult practice in realizing potential benefits.

The Pilot Has Identified Clear Areas for Refinement

The pilot has surfaced actionable insights related to system design and implementation, including:

- The need for clearer expectations around universal or near-universal use
- Opportunities to reduce teacher burden and improve accuracy (e.g., streamlined check-in/check-out processes)
- The importance of intentionally designed approaches for students with IEPs and 504 plans

These insights are essential for improving alignment, equity, and usability if the pilot continues.

Clarification of the Recommendation Pathway

At this stage, the evidence supports continued evaluation rather than immediate adoption or discontinuation. While the Superintendent initially intended to return with a final decision regarding permanent implementation following the pilot, the preliminary nature of the data, combined with variability in implementation and the need to complete the equity impact review, indicates that additional learning is warranted before a final determination is made.

Accordingly, the findings in this report inform a **decision pathway** that includes clearly defined options—ranging from sunsetting the pilot to extending it through the end of the school year—rather than a single recommended outcome at this time.

Additional Evaluation Is Needed Before Any Adoption Decision

Given that the 2025–26 survey window remains open and implementation varied across sites, it would be premature to draw final conclusions or make adoption decisions at this time. Continued evaluation—including completion of the full survey cycle, equity impact review, and additional qualitative feedback—will be necessary to determine whether and how E-Hall Pass should be continued, adjusted, or discontinued.

XI. Next Steps

To ensure a complete, transparent, and equity-centered evaluation of the Electronic Hall Pass (EHP) pilot, the following steps are recommended:

- **Complete the 2025–26 Survey Cycle**
Allow the student climate survey response window to close and finalize participation rates across schools. Final results will provide a more stable and representative understanding of student safety perceptions and allow for confirmation or refinement of the preliminary trends identified in this report.
- **Conduct the Equity Impact Review**
Complete a structured equity impact analysis to assess how E-Hall Pass implementation may differentially affect students across identity groups, including students with disabilities, students receiving accommodations under IEPs or 504 plans, and other historically underserved populations. This review will help identify any unintended consequences and inform necessary safeguards or design adjustments.
- **Incorporate Additional Student and Staff Feedback**
Continue to gather and synthesize qualitative feedback from students, staff, and campus monitors, with particular attention to implementation consistency, usability, and alignment with student support needs. This input will provide essential context for interpreting quantitative data and identifying practical improvements.
- **Return to the Board with a Final Evaluation and Recommendation to the Superintendent**
Following completion of the steps outlined above, staff recommend returning to the Board at its final meeting in June 2026 with a comprehensive evaluation report for information. This report would synthesize final student safety survey results, the completed equity impact review, and qualitative feedback from students, staff, and campus monitors.

Consistent with district governance practice, staff will make a recommendation to the Superintendent, and the Superintendent will determine the appropriate course of action. The June 2026 Board presentation is intended to provide transparency into the final analysis and to inform the Superintendent's decision-making.

Based on findings to date, the current decision options under consideration by the Superintendent include:

1. Sunset the Electronic Hall Pass pilot, discontinuing use of the system effective February 1, 2026; or
2. Continue the pilot through June 30, 2026, allowing completion of the full evaluation cycle and returning to the Board at the end of the school year with a final report prior to the Superintendent's determination.

This approach ensures that any final decision regarding the future of the Electronic Hall Pass system is informed by complete data, equity analysis, and implementation learning, while maintaining alignment with the district's governance expectations and planning cycles.

XI. Glossary of Terms

(Electronic Hall Pass Pilot & Student Safety Data)

1. **Agree (A)**
A survey response indicating the student generally feels the statement is true for them.
2. **Average Number of E Hall Passes per Student**
The total number of electronic hall passes issued at a school divided by the number of enrolled students. This metric helps indicate the **intensity and consistency of E Hall Pass use** at a site.
3. **Climate Survey (4J Secondary School Climate Survey)**
An annual district survey that gathers student perceptions related to safety, belonging, relationships, and school experience.
4. **D or SD (% Disagree or Strongly Disagree)**
The percentage of students who selected **Disagree** or **Strongly Disagree** in response to the statement *"I feel safe at my school."*
This metric represents **students who are reporting that they do not feel safe** and is used as a key **student safety indicator** in this report.
5. **Disagree (D)**
A survey response indicating the student does not feel the statement is true for them.
6. **Electronic Hall Pass (EHP)**
A digital system used by schools to manage, monitor, and coordinate student movement outside of classrooms during instructional time. The system is intended to support **student safety, supervision, and instructional integrity**, not discipline.
7. **E Hall Pass Utilization / Usage**
The frequency with which electronic hall passes are issued and used at a school. Higher utilization typically reflects **more consistent implementation** across classrooms.
8. **Implementation Fidelity**
The degree to which a tool or practice (such as E Hall Pass) is used **consistently and as intended** across a school or program.
9. **Pilot**
A limited, time-bound implementation designed to test effectiveness, identify strengths and limitations, and inform future decisions before districtwide adoption.
10. **Response Window (Survey)**
The period of time during which students can complete the climate survey. Results are considered **preliminary** until the window closes.

11. Strongly Agree (SA)

A survey response indicating the student strongly feels the statement is true for them.

12. Strongly Disagree (SD)

A survey response indicating the student strongly feels the statement is not true for them.

13. Theory of Action

A clear explanation of how and why a specific strategy (such as Electronic Hall Pass) is expected to lead to desired outcomes—in this case, improved student safety and supervision during instructional time.



ITEM FOR INFORMATION

Date of Meeting:

January 21, 2026

Title:

Receive Monthly Finance Report

Presenter:

Matt Brown, Director of Financial Services

Background:

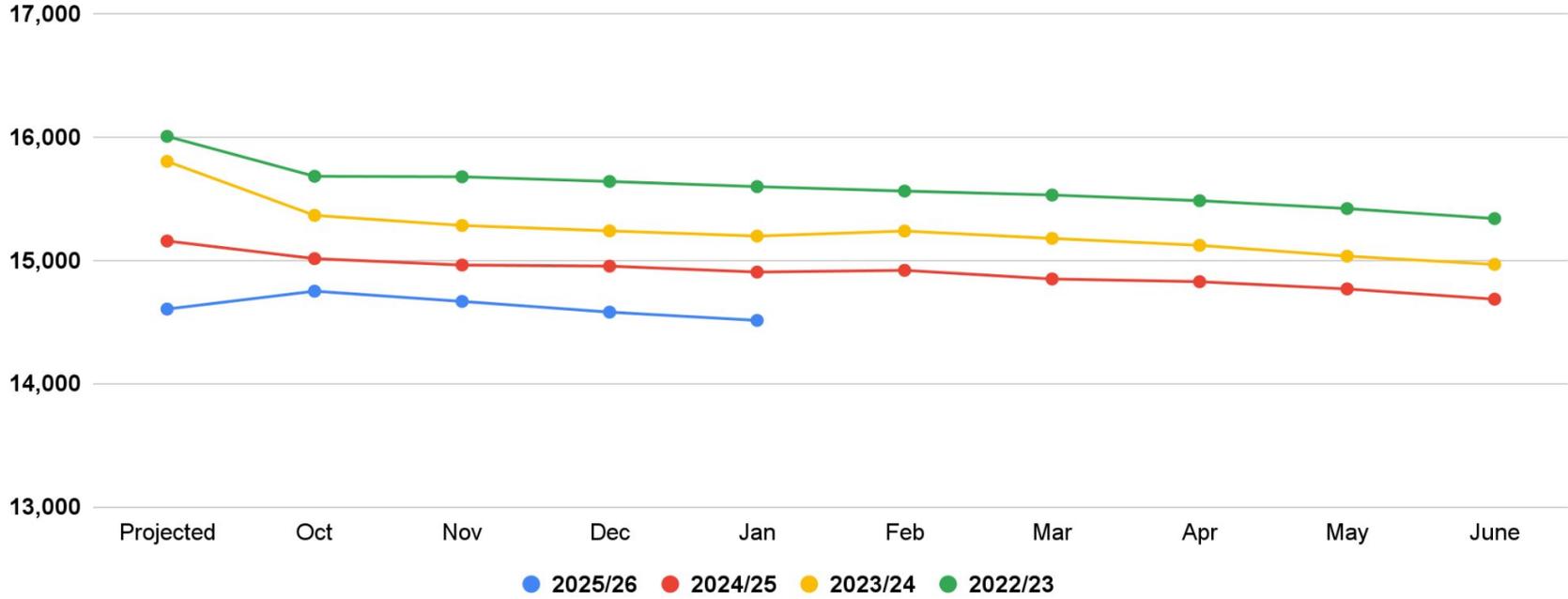
The Board will receive monthly financial reports from the Finance Director throughout the 2025-26 School Year. The intention is to keep the Board informed of where the district is financially throughout the year. Staff want to ensure board members have the opportunity to ask questions as we go through the year and begin our budget process for the 2026/27 year.

Financial Update

53

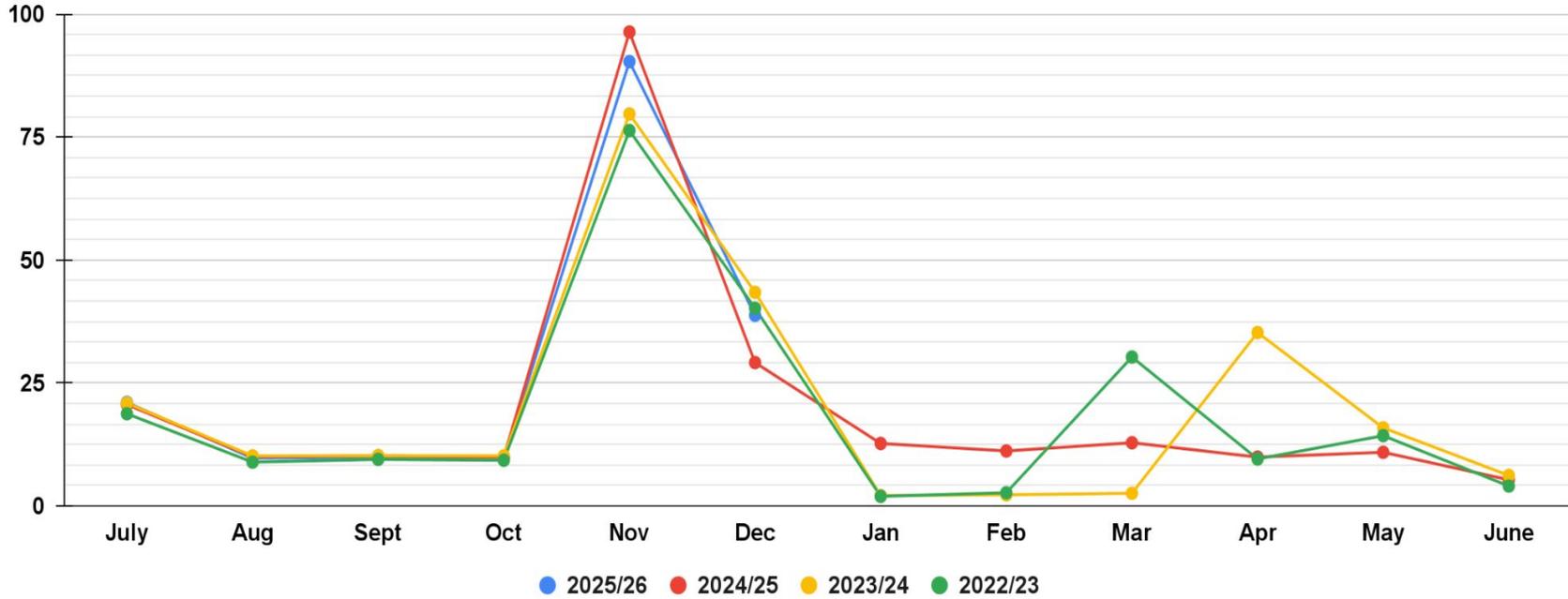
As of December 2025

Enrollment



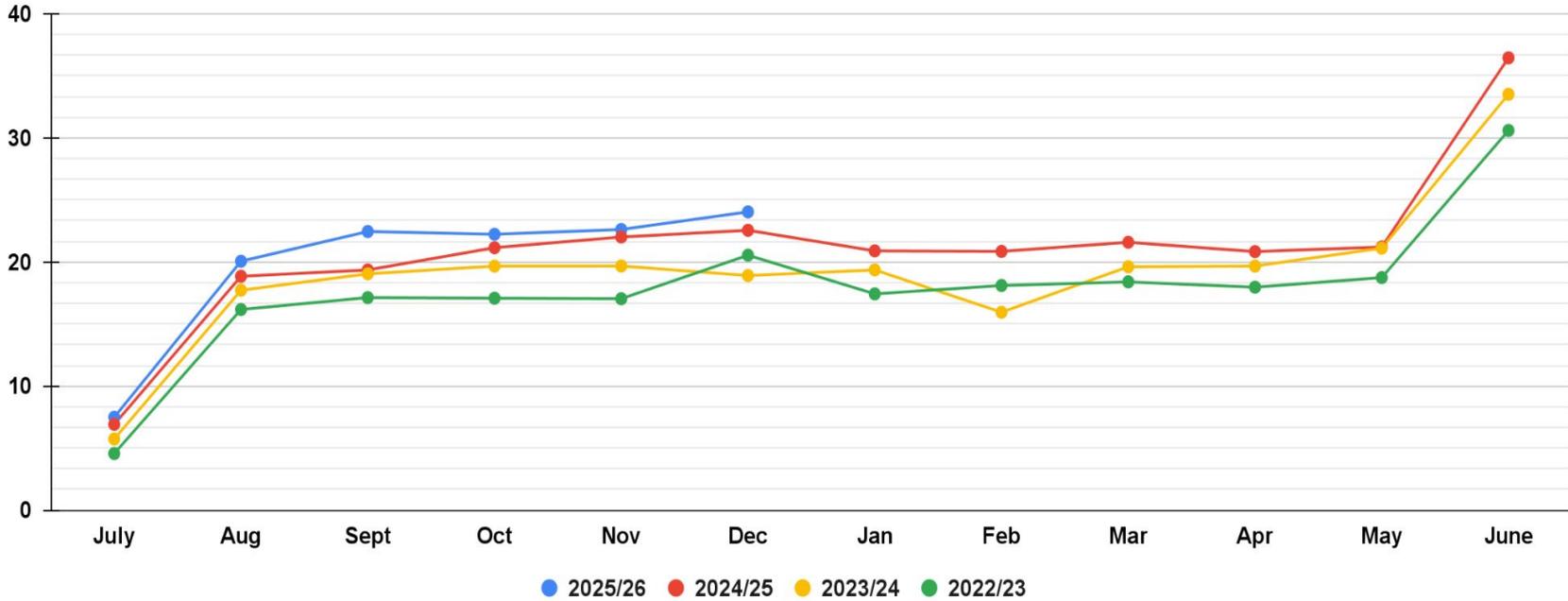
<u>ENROLLMENT</u>	<u>Projected</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>
2025/26	14,604	14,749	14,666	14,579	14,512					
2024/25	15,156	15,013	14,961	14,952	14,904	14,918	14,848	14,826	14,767	14,684
2023/24	15,802	15,364	15,282	15,238	15,196	15,237	15,177	15,121	15,033	14,966
2022/23	16,005	15,681	15,677	15,639	15,597	15,561	15,529	15,483	15,419	15,338

General Fund - Revenue



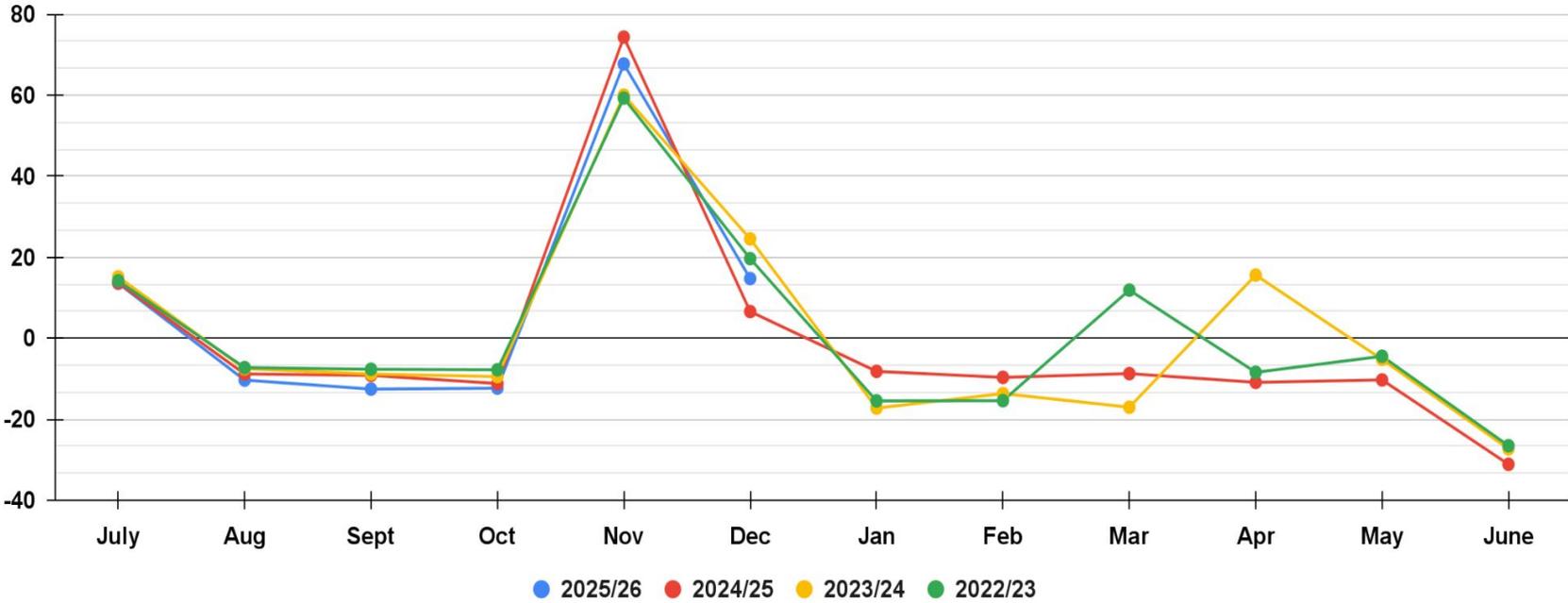
GF REVENUE	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
2025/26	21,033,913	9,703,021	9,877,390	9,881,313	90,336,330	38,750,069						
2024/25	20,593,381	10,002,382	10,163,344	9,942,347	96,358,751	29,131,911	12,683,994	11,161,199	12,828,951	9,912,495	10,894,496	5,299,795
2023/24	20,886,400	10,164,508	10,194,048	10,171,334	79,692,737	43,421,216	2,092,875	2,252,707	2,556,107	35,247,065	15,861,735	6,183,800
2022/23	18,727,498	8,891,854	9,449,751	9,265,344	76,320,493	40,184,494	1,930,780	2,664,988	30,255,670	9,529,786	14,267,164	4,028,977

General Fund - Expenses



GF EXPENSES	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
2025/26	7,489,442	20,059,732	22,453,511	22,231,543	22,615,980	24,034,624						
2024/25	6,908,424	18,846,462	19,355,776	21,147,835	22,010,096	22,551,911	20,890,632	20,849,708	21,583,911	20,833,481	21,204,365	36,452,683
2023/24	5,733,192	17,720,675	19,042,723	19,665,191	19,674,211	18,903,037	19,359,580	15,945,515	19,612,669	19,670,577	21,113,634	33,513,336
2022/23	4,558,690	16,168,123	17,127,312	17,076,632	17,035,305	20,542,359	17,426,381	18,100,383	18,391,142	17,963,367	18,737,148	30,597,333

General Fund Over/Under Spending



<u>GF Over/Under</u>	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>
2025/26	13,544,471	-10,356,711	-12,576,121	-12,350,230	67,720,350	14,715,445						
2024/25	13,684,957	-8,844,080	-9,192,432	-11,205,488	74,348,655	6,580,000	-8,206,638	-9,688,509	-8,754,960	-10,920,986	-10,309,869	-31,152,888
2023/24	15,153,208	-7,556,167	-8,848,675	-9,493,857	60,018,526	24,518,179	-17,266,705	-13,692,808	-17,056,562	15,576,488	-5,251,899	-27,329,536
2022/23	14,168,808	-7,276,269	-7,677,561	-7,811,288	59,285,188	19,642,135	-15,495,601	-15,435,395	11,864,528	-8,433,581	-4,469,984	-26,568,356

FINANCIAL SUMMARY							
	<u>General Fund</u>	<u>Special Funds</u>	<u>Debt Service</u>	<u>Capital Funds</u>	<u>Insurance Funds</u>	<u>Trust Fund</u>	<u>All Funds</u>
Beg. Bal. (Audited)	44,572,481	9,513,689	9,731,433	89,835,868	15,286,331	162,409	169,102,210
Revenue	179,582,036	18,598,373	36,316,929	1,578,862	17,546,592	38,870	253,661,662
Expenditure	118,884,832	22,827,904	6,273,599	15,683,487	24,172,599	29,030	187,871,451

GENERAL FUND BUDGET TO ACTUAL				
	<u>Orig. Budget</u>	<u>Actual</u>	<u>%</u>	<u>PY %</u>
Beginning Balance	46,307,000	44,572,481	96%	
Revenue	252,082,000	179,582,036	71%	75%
Expenditures	279,314,890	118,884,832	43%	40%
Contingency	8,118,077	0		
Unappropriated	10,956,033	0		

Percent of Budget Spent Snapshot — January — Week 27 — 2026 vs 2025

Schools



Finance Updates

- Audit submitted to Secretary of State and Oregon Dept of Education
- Auditor presentation & questions scheduled for February 4th
 - The entire school board is now the audit committee, who will hear from auditors
 - Formally accept the FY25 Audit & Corrective Action Plan
 - Finance will also bring a supplemental budget resolution
- Interim audit for 2025-26 is already scheduled for April 2026 *{Here we go again!}*
- Yearly notification to the Board - The district has investments over 18 months

Forecasting Review

61

Historical and Current Practices

Financial Forecasting

What it is and what it is not

- A strategic tool to evaluate current and future fiscal conditions
- Informs policy, budget, and programmatic decisions
- Provides leadership forward-looking views with a *defined set of assumptions*.⁶²
- A financial forecast is not a prediction of what will occur; it illustrates what can occur when assumptions never change
- Helps identify structural imbalances, pressures, and decision points early; when there is still time to respond thoughtfully and proactively.
- **Forecasting connects today's decisions to tomorrow's outcomes**

Financial Forecasting

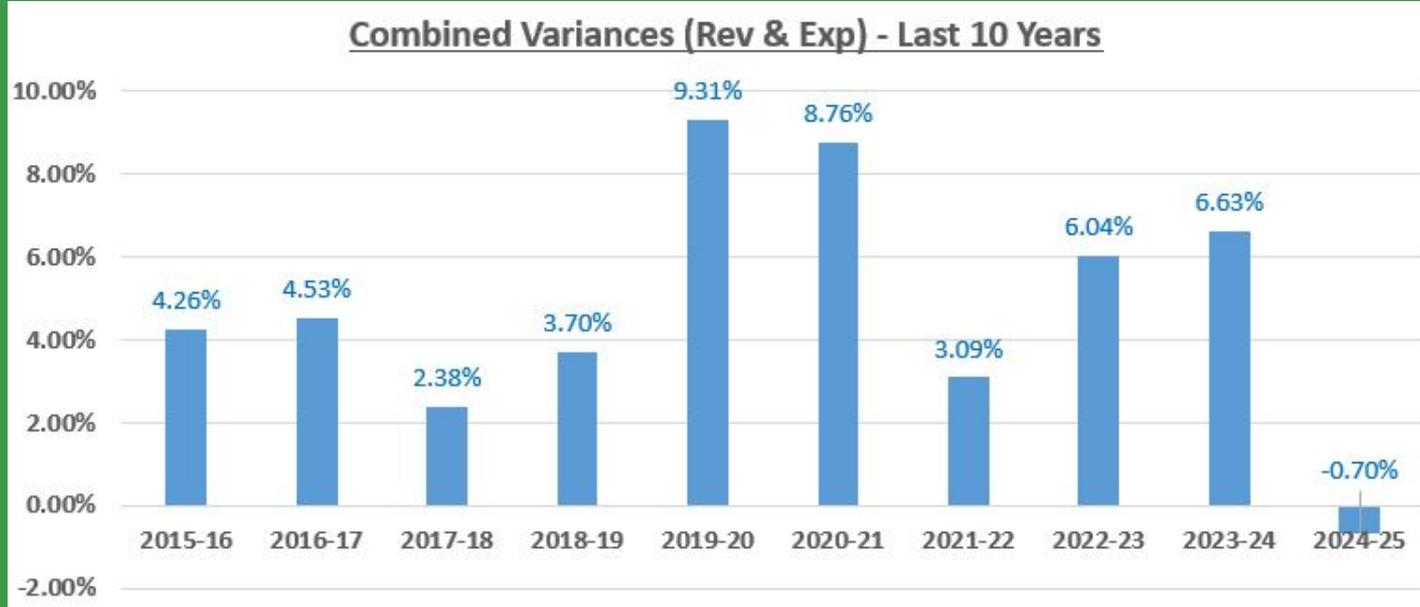
Historical Results

Quick Reminders

- Our forecast is solely based on the General Fund (no grants or federal dollars)
- The General Fund is \$300 Million this year
 - Every 1% that our forecast is “off” = \$3 Million
- Every forecast is only accurate as of a specific date
 - Assumptions and “last minute” decisions can make a lasting impact
- When we produce forecasts, we use Budgeted numbers until January; then we transition to Projected numbers

Financial Forecasting

Historical Results



64

- “New” Financial Services leadership has only been in place for the forecasts done in 23/24 and 24/25
- COVID funds were available from 21/22 through 23/24. 23/24 was when a board “last minute” decision was made with Transfers out of the General Fund and expenditures being transferred to use up remaining COVID-Relief funds
- In 19/20 and 20/21, we found that contingency was included as an “expense” when building the forecast. Expenses were also forecasted at an ultra-conservative level during this time.

Financial Forecasting

Current & Future Practices

- Revenue forecasting changed from “very” to “normal” conservative levels.
 - We still want to avoid risks of underperformance
- Expenditure forecasting followed a similar change from “very” to “normal” conservative levels.
 - This can still vary depending on staffing vacancies, one-time expenditures, and last minute decisions
 - Staffing vacancies for many years has been a cost savings. As we improve position control and work through reductions, our reliance on this number for “savings” becomes a larger risk

Questions?



ITEM FOR INFORMATION

Date of Meeting:

January 21, 2026

Title:

Receive Information on Phase 3 of the Budget Reduction Plan

Presenters:

Dr. Miriam Mickelson, Superintendent
Carmen Xiomara Urbina, Chief of Staff
Melissa Ibarra, Director of Elementary Education
Jeff Johnson, Director of Elementary Education
Sebastian Bolden, Director of Secondary Education
Matt Brown, Director of Finance

Background:

Tonight's presentation provides the Board with an update on **Phase 3 of the district's budget reduction process**, including 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.

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.*

Community Engagement & Shared Priorities:

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.

In December, 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.

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 3 Reduction Plan:

Tonight we are providing an update on Phase 3 that will outline building based reduction levels. **Phase 3 budget reductions totaling an estimated \$9.8 million**. The proposed reductions in Phase 3 include, co-location of Family School at Camas Ridge; change in the Middle School Bell Schedule; Enrollment and Schedule adjustments in licensed and classified staffing and unemployment related costs.

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 2 Reduction Review:

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.

On January 14, 2026, the Board approved **Resolution #2025-26-07 Relating to Phase 2 Program Changes and Authorizing a Reduction in Force**, to authorize the superintendent to take all actions the Superintendent deems necessary 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 acknowledged that this will include restructuring of CALCI and the elimination of the Middle School Online Academy. Through the approval of this resolution, the board authorized the Superintendent to reduce program based licensed staffing by up to 55 FTE and classified staffing up to 72.

For clarity, as part of Phase 1, the Board previously authorized administrative reductions and the Superintendent has taken action based on that authorization.

Phase 1 Reduction 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.

Timeline Review:

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, 2026.
- **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 3 reductions mark an important step in a broader, multi-phased strategy to restore financial stability while strengthening our operational foundation.

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.

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 3

71

January 21, 2026 | Eugene School District 4J

Our 2026-27 Financial Reality: \$30 Million Deficit

Multiple pressures converging

- Declining birth rates and enrollment, rising student needs, and increasing salary, benefit, and retirement costs



Our 2026-27 Financial Reality: \$30 Million Deficit

One-time funds have ended

- Federal COVID-relief dollars are fully expired and no longer support ongoing expenses



Our 2026-27 Financial Reality: \$30 Million Deficit

Path to long-term stability

- Spending must align with state and federal resources to sustain services for students over time



Balancing Priorities

Caring for students today and protecting their future are not competing priorities—they are the same responsibility. To lead with courage and responsibility, we must make necessary decisions that serve students now while ensuring the district's long-term stability and ability to serve students tomorrow.

Board Resolution

On November 5, the Board determined that a Reduction In Force (RIF) plan would be necessary *prior* to the development of the budget document for 2026-27.

Addressing a \$30m Shortfall

- A system reset and resizing
- A strategic realignment of staffing and resources with enrollment decline and state and federal funding realities
- A path toward sustainability, stability, and long-term viability

Phase 1 Reduction Estimates: \$2.3m

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

School Discretionary Budget \$0.22m
 School discretionary budget reductions for 2026-27 for each school.

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

Department Reductions \$0.41m
 Products and services related to departments; this includes general materials and services and contracts related to providing services.

Professional Development \$0.50m
 Department professional development reductions and MAPS member professional development disbursements will be paused for 2026-27.

Staffing and Stipend Reductions \$0.89m
 Staffing and reductions in associated payroll costs. Unemployment estimates are included for staff reductions.

Phase 2 Reduction Estimates: \$18m

Unemployment Cost Estimate **-\$3.00m**
Unemployment costs from layoffs.

Credit Retrieval/Online Programs **\$0.83m**
De-implement middle school Eugene Online Academy; scale back high school extended day and high school EOA

Administration Consolidation **\$0.83m**
Leverage attrition to adjust secondary administrative structures at lower enrollment sites to better align staffing with enrollment levels.

CALCI **\$1.88m**
Future Build: Centralized at North Eugene; Creative Current at Sheldon; Humanitech at South Eugene

Nutrition Services and Catering **\$2.75m**
Reduce Nutrition Services General Fund transfers; pause on production kitchen and catering services.

Academic Support/Extracurricular **\$3.55m**
Scale back AVID, summer school and BEST programs, OSAA athletics reclassification.

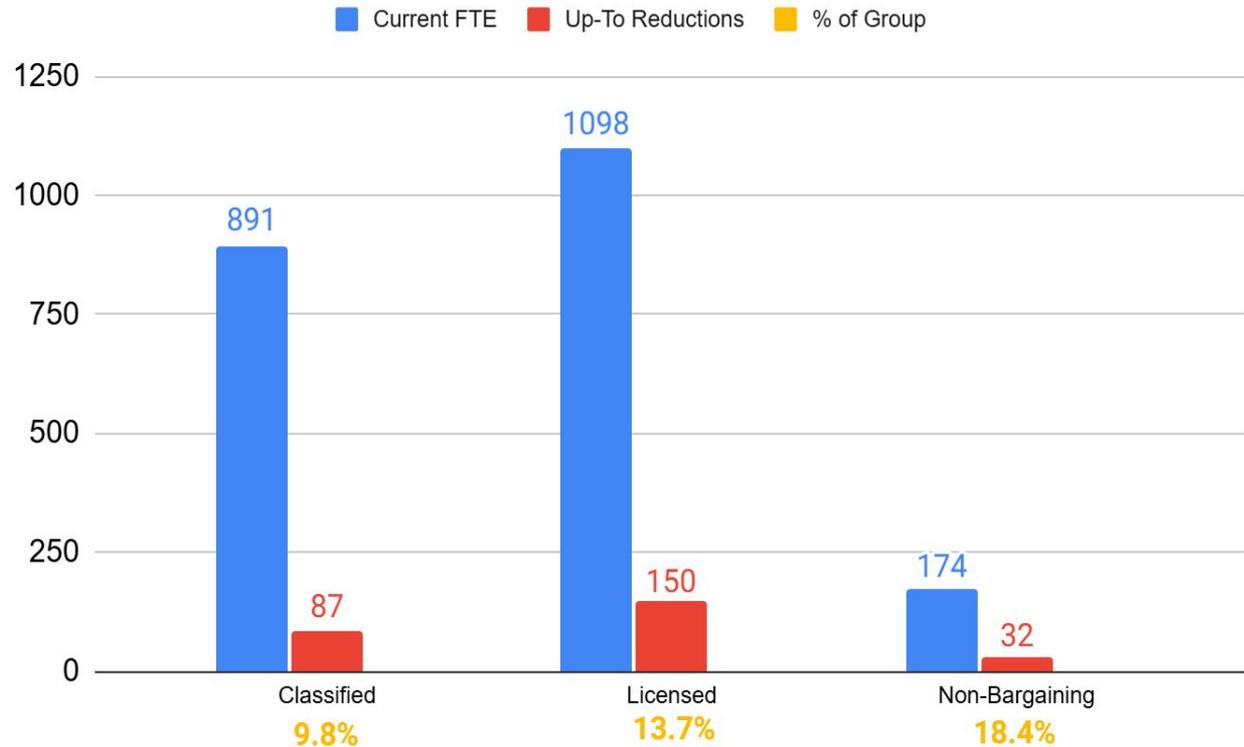
Staff Support **\$4.49m**
Pause centrally managed mentorship and educator pathways programs, reduce instructional support capacity, and conclude conflict resolution function at the district level.

Staffing Adjustments **\$6.88m**
Non-bargaining units; initial licensed & classified staff.

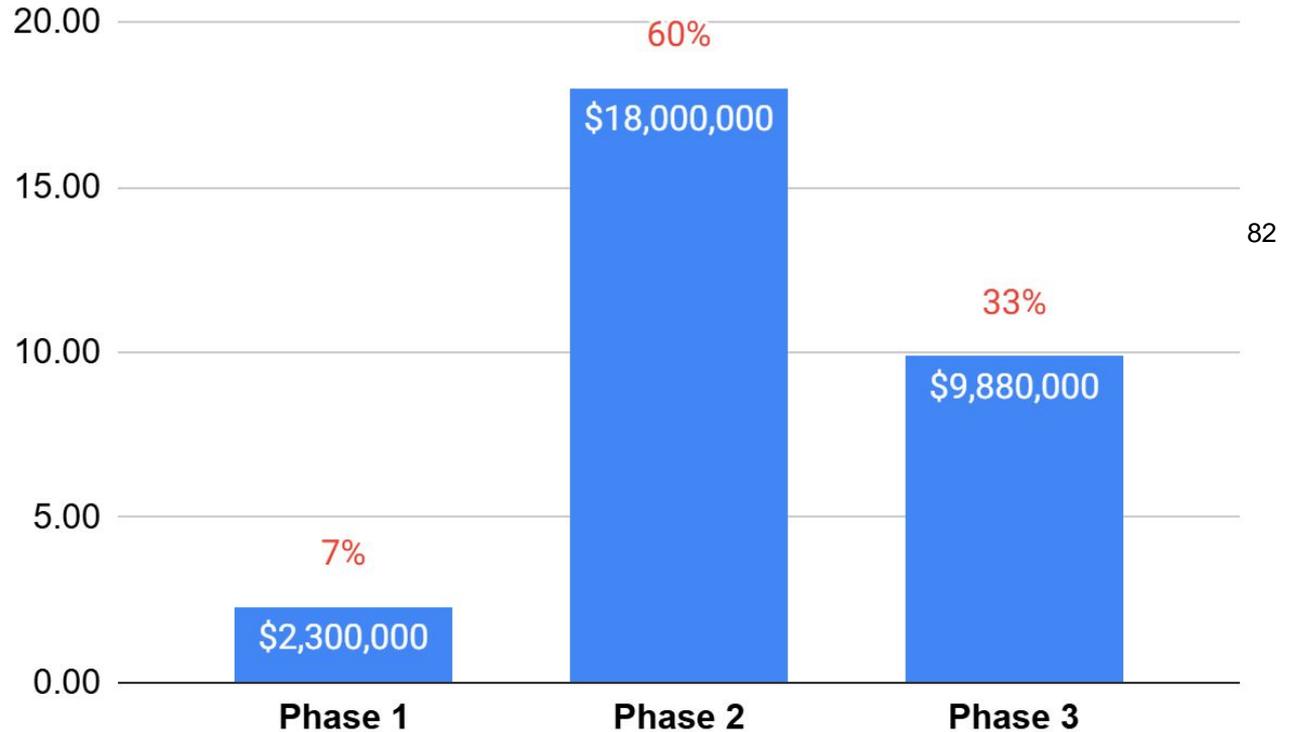
Phase 3 Reduction Proposal: \$9.88m

Proposed Reductions	Description	Total (Estimate)
Family School	Co-location at Camas Ridge Community School (Accounts for one-time moving costs; does not include capital project savings of \$1.1m)	\$0.16m
Middle School Bell Schedule	Return to 6-period day; staffing reductions	\$3.08m
Licensed Staffing (up to 95 out of 1098 FTE)	Staff reduction due to enrollment decline	\$9.59m
Classified Staffing (up to 15 out of 891 FTE)	Staff reduction due to enrollment decline	\$0.85m
Staffing Adjustment Pool	Fall staffing adjustments (as needed)	-\$1.50m
Unemployment	Estimated unemployment	-\$2.30m
Total Estimated Savings		\$9.88m

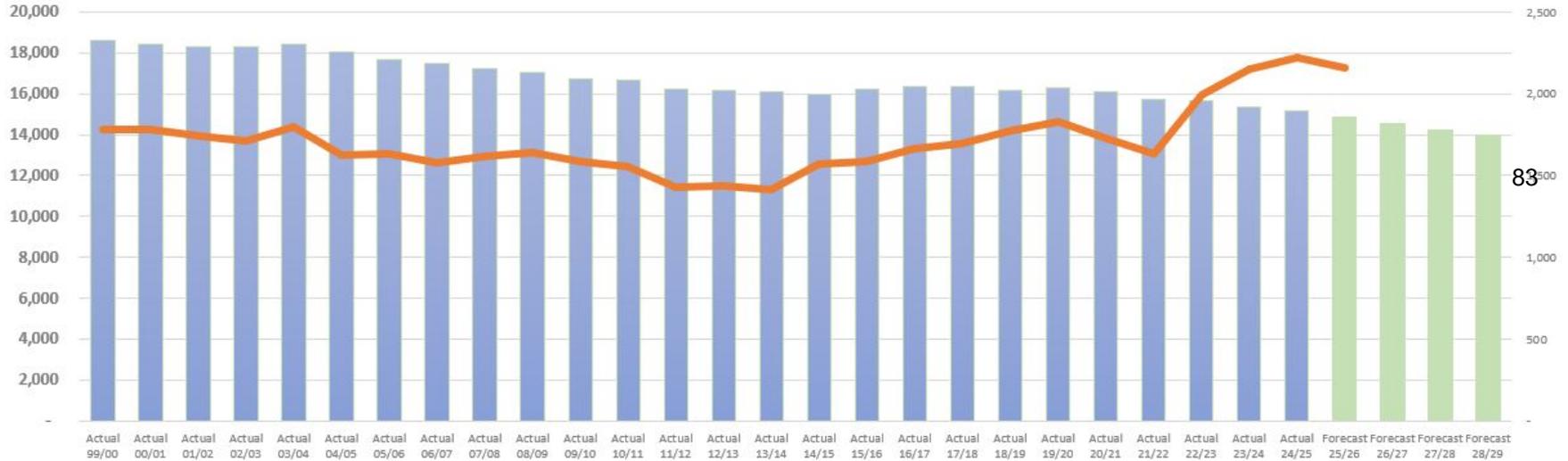
Staff “Up-To” Reductions by Employee Group For All Three Phases



Reductions by Phase *(estimated dollar amount and percentage)*



Enrollment Projection vs. Staffing



Questions?

Proposed Family School Co-Location at Camas Ridge

Family School

- Small alternative program
- Relationships, student voice, family partnership
- Prior co-locations – good neighbor track record

Proposed Family School Co-Location at Camas Ridge

- Camas designed for: 450 students
- Camas current enrollment: 263 students
- Projection for 2026-27: 250 students
- Space capacity can protect stability, programs, and flexibility

Proposed Family School Co-Location at Camas Ridge

Questions Under Analysis:

- Shared spaces: cafeteria, gym, playground, classrooms
- Staffing levels and class sizes
- Schedules: arrival/recess/lunch/dismissal
- Health and safety
- Resources and fundraising/account structures

Questions?

Proposed Middle School Schedule Change

Clear Values

We aspire to create an inclusive middle school experience which supports the following values; we believe focusing on these values leads to equitable outcomes for all students, particularly for populations not historically served in our systems.

- Center the unique needs-- cognitive, emotional, linguistic, physical, psychological, and social-- of middle school students through choice, exploration, and unique class offerings;
- Flexibility during the school day for students that provide choice and access to a variety of supports (curricular extensions + interventions, Advisory, affinity groups, clubs, activities, enrichment);
- A specific focus on social-emotional learning, rooted in strong and healthy peer and adult relationships
- Prioritize planning and collaboration time for professional staff to increase collective teacher efficacy and thus, student achievement;
- Maintain or decrease class size
 - Class size shouldn't be negatively impacted by this schedule change

Clear Values

Prioritizing Inclusive Systems in Scheduling

- **Instructional Priority:** Systems are designed to ensure students first have access to high-quality education, with specialized supports built around that access.
- **Foundation of Access:** Scheduling decisions support students receiving Special Education and English Language Development services.
- **Impactful Student Experience:** Our focus is on protecting required services and minimizing fragmentation to foster belonging, engagement, and meaningful learning.
- **Strategic Delivery Methods:**
 - Co-teaching and push-in support.
 - Supported core sections.
 - Coordinated planning between Special Education and English Language Development and General Education teams.

Sample 7-Period Day

Time	7 Period Schedule	Course
30 min	Advisory/Flex/Support	Advisory/Flex/Support
43 min	1	LA
43 min	2	SS
43 min	3	Math
43 min	4	Sci
43 min	5	PE/Health
43 min	6	Quarter electives, year-long elective, or Intervention
43 min	7	Quarter electives, year-long elective, or Intervention

Sample Current 7 Period Schedule

M, T, TH, F (Wed: 38 min periods)

Daily Schedule

- **9:00 – 9:43** (43 min) — Period 1
- **9:47 – 10:30** (43 min) — Period 2
- **10:30 – 10:45** (15 min) — Break
- **10:45 – 11:28** (43 min) — Period 3
- **11:32 – 12:15** (43 min) — Period 4
- **12:15 – 12:45** (30 min) — Lunch
- **12:49 – 1:32** (43 min) — Period 5
- **1:36 – 2:19** (43 min) — Period 6
- **2:23 – 3:06** (43 min) — Period 7
- **3:10 – 3:40** (30 min) — **Advisory / Flex / Support**

Sample 6-Period Day

Time	6 Period Schedule	Course
30 min	Advisory/Flex/Support	Advisory/Flex/Support
50 min	1	LA
50 min	2	SS
50 min	3	Math
50 min	4	Sci
50 min	5	PE/Health
50 min	6	Quarter electives, year-long elective, or Intervention

Sample Previous 6 Period Schedule

M, T, TH, F (Wed: 45 min periods)

Daily Schedule

- **9:00 – 9:50** (50 min) — Period 1
- **9:55 – 10:25** (30 min) — **Advisory / Flex / Support**
- **10:25 – 10:40** (15 min) — Break
- **10:40 – 11:30** (50 min) — Period 2
- **11:30 – 12:00** (30 min) — Lunch
- **12:05 – 12:55** (50 min) — Period 3
- **1:00 – 1:50** (50 min) — Period 4
- **1:55 – 2:45** (50 min) — Period 5
- **2:50 – 3:40** (50 min) — Period 6

6-Period Day Rationale

- Prioritizing instructional depth and staff workload sustainability
- Longer instructional minutes (approx. 50 mins) for deeper learning.
- Current 38-minute Wednesday periods 'limiting' for meaningful instruction
- 67.8% of all middle school staff prefer a 6-period day
- Fewer transitions
- More financially sustainable than a 7-period day.

4J Adopted Curriculum

The recommended daily lesson length is 45 min-60 min of instruction

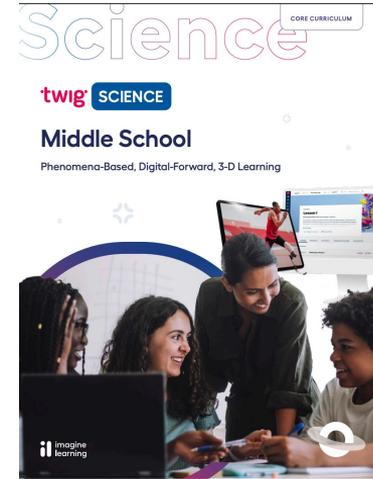
ELA



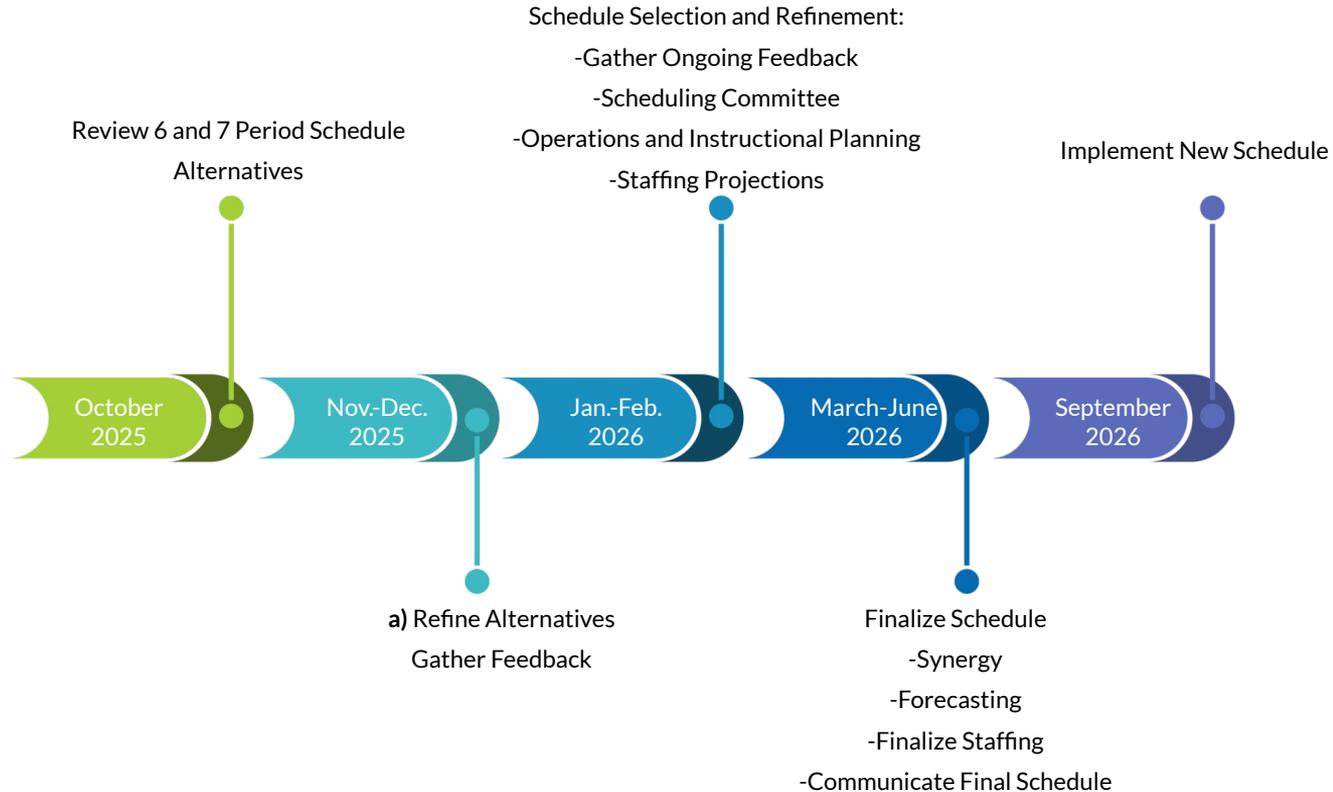
Math



Science



Proposed Timeline



Questions?

Next Steps: Care, Support, and Planning

Communicate with clarity and care

- Continue to provide timely, transparent updates
- Partner with labor groups to support impacted staff

100

Support people and communities through change

- Center dignity, compassion, and stability for impacted staff, schools, and families

Next Steps: Care, Support, and Planning

Plan responsibly for today and tomorrow

- Align Phases 1–3 into a clear, coherent budget plan
- Reimagine service delivery to ensure long-term sustainability for 2026–27 and beyond



“Those who practice leadership for equity must **confront, disappoint and dismantle** and at the same time **energize, inspire and empower.**”

102

Sharon Daloz Parks



ITEM FOR ACTION

Date of Meeting:

January 21, 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

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

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

TABLE OF CONTENTS

RECITAL1
ARTICLE 1 – TERMS OF THE CONTRACT2
ARTICLE 2 – RECOGNITION.....3
ARTICLE 3 – DEFINITIONS4
ARTICLE 4 – ASSOCIATION RIGHTS.....5
ARTICLE 5 – DISTRICT RIGHTS8
ARTICLE 6 – CONTRACTING OUT8
ARTICLE 7 – CLASSIFICATION AND RECLASSIFICATION OF POSITIONS.....9
ARTICLE 8 – VACANCIES11
ARTICLE 9 – PROBATIONARY PERIOD11
ARTICLE 10 – PERSONNEL FILE12
ARTICLE 11 – WORKING TIME.....12
ARTICLE 12 – EMERGENCY SCHOOL CLOSURES AND DELAYED OPENINGS13
ARTICLE 13 – PAID LEAVES14
ARTICLE 14 – UNPAID LEAVES19
ARTICLE 15 – JUST CAUSE/REPRESENTATION.....21
ARTICLE 16 – CONCERTED ACTIVITIES.....21
ARTICLE 17 – INSURANCE BENEFITS22
ARTICLE 18 – OTHER BENEFITS.....23
ARTICLE 19 – COMPENSATION/RELATED MATTERS.....25
ARTICLE 20 – RETIREMENT30
ARTICLE 21 – WORK RULES AND MISCELLANEOUS MATTERS33
ARTICLE 22 – TRANSPORTATION EMPLOYEES35
ARTICLE 23 – SITE COUNCIL.....40
ARTICLE 24 – REDUCTION IN FORCE AND RECALL40
ARTICLE 25 – GRIEVANCE PROCEDURE44
ARTICLE 26 – WORKPLACE SAFETY AND SAFE LEARNING ENVIRONMENT.....47
APPENDIX A COMPENSATION SCHEDULES50
APPENDIX B CLASSIFIED JOB CLASSIFICATIONS BY GRADE54
APPENDIX C – CLASSIFICATION FAMILIES56
.....61
APPENDIX D EDUCATIONAL ASSISTANT PREPARATION TIME.....62
INDEX63

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

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

THIS AGREEMENT, made the ~~16th~~ XXX day of ~~November~~ XXXX 202220XX, 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 to 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 workplace.~~
- 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 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.
- 2.2.4.2 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 (15th) 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 ~~7.2.3.2.1~~.

~~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 ~~d 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.~~

~~b)d)~~

Commented [AA3]: I think once the formatting and redline dust has settled, that this should be sub section d, not c.

- 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.~~
- ef) Sick leave may be used at the employee's option while on a parental leave of absence under the terms of 13.4.
 - fg) Employees will attempt to schedule medical appointments outside of work time.
 - gh) 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 (8,400) 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

Commented [AA5]: Again, I wonder when the formatting dust settles, if this should be Article 13.1.4(d)?

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.~~

~~13.8.10~~ 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 uniona representation~~ongve~~ 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.
- ~~15.6.3~~15.6.4 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~~7~~4 through September 202~~8~~5.

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~~eight hundred 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 ~~d~~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 sStipends

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 (\$400~~375~~.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~~29~~. Article 20.1.2.2 expires at midnight on June 30, 2032~~29~~.

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~~ (\$400~~375~~.00) plus twenty five (\$25.00) from the reserves paid in any consecutive monthly period from retirement to the earlier of age sixty-five (65) or June 30, 2032~~29~~ 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~~29~~. Article 20.1.2.3 expires at midnight on June 30, 2032~~29~~.

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~~29~~; 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.

~~21.2.1~~ 21.2.1 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.

~~21.2.1.1~~ 21.2.1.1 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.

~~21.3.2~~ 21.3.2 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.~~

~~21.3.1~~ 21.3.1 ~~21.2.1~~ 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.

~~21.3.2~~ 21.3.2 ~~2.2~~ 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.

~~21.3.3~~ 21.3.3 ~~2.3~~ 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.

21.4 21.3 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:

~~21.5.21.4.1~~ Be excused from work on a non-student day and work another day which they would otherwise not be required to work, or,

~~21.5.21.4.2~~ 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 25.3.4.1.1. ~~A contract grievance is one which pertains to any dispute about the interpretation or application of the collective bargaining agreement between the parties.~~

1. A contract grievance based on the terms of section 15.5 (nondiscrimination) does not qualify for arbitration except for a grievance alleging unequal application based on sexual orientation.
- ~~2. If an employee exercises the employee's right under District board policy 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

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

**2022-23 Classified Benefits Coordinator
260 days**

Step-1	Step-2	Step-3	Step-4	Step-5	Step-6	Step-7	Step-8	Step-9	Step-10
---------------	---------------	---------------	---------------	---------------	---------------	---------------	---------------	---------------	----------------

-	52,062	53,364	54,698	56,066	57,467	58,904	60,377	61,886	63,433	65,336
---	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------

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

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
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**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
-	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

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
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**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
-	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]

Family	Classification Title	Pay Grade
<u>COMMUNICATIONS/MARKETING FAMILY</u>		
Communication/Marketing	Communications Specialist	14
Communications/Marketing	KRVM Development Coordinator	Commission
<u>FACILITIES & MAINTENANCE FAMILY</u>		
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
-----------------	--------------------------	----

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
<u>INFORMATION TECHNOLOGY FAMILY</u>		
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
<u>ADMINISTRATIVE & OPERATIONAL SUPPORT FAMILY</u>		
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
 <u>SAFETY & RISK FAMILY</u>		
Safety & Risk	School Crossing Guard	6
Safety & Risk	Campus Monitor	9
Safety & Risk	Safety Specialist	15
 <u>STUDENT SERVICES FAMILY</u>		
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
 <u>TRANSPORTATION FAMILY</u>		
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:

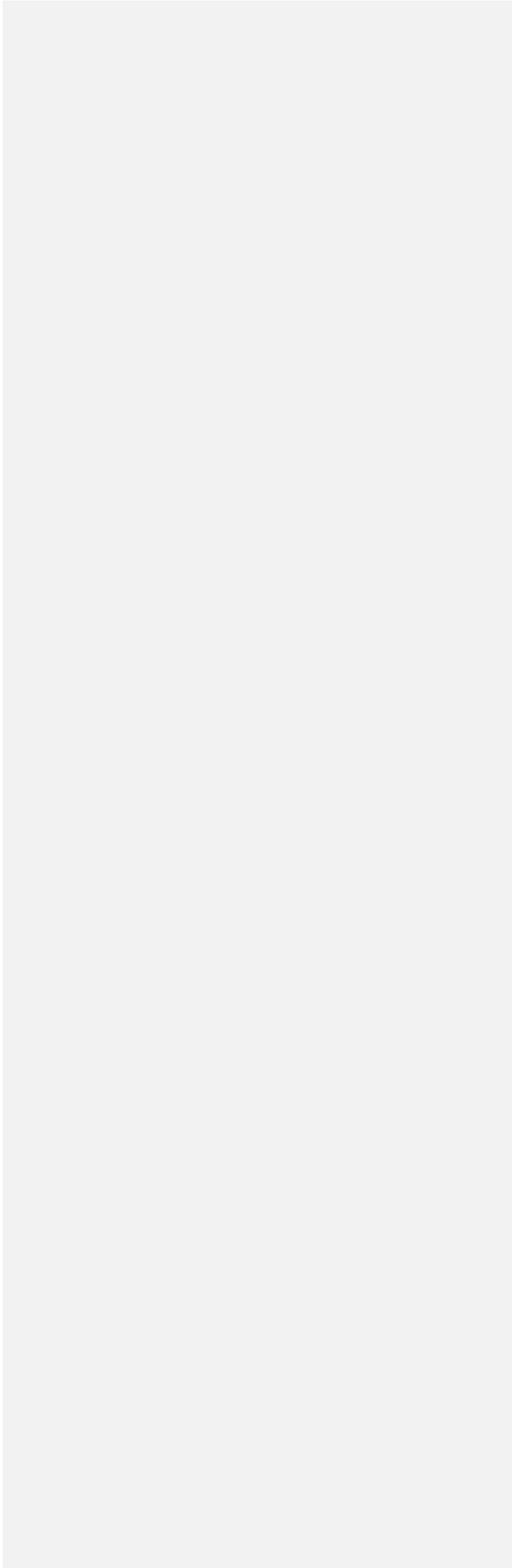
1. In September of each year the building administrator will notify each teacher of the District's expectation that instructional assistants who provide instructional support should be provided the opportunity to discuss scheduling prep-time.
2. The teacher and the instructional assistant will mutually 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.

INDEX

Appeals10	Grievance Procedure..... 44
Appendix K.....62	Grievances 44
Association President.....6	Holidays..... 23
Association Rights6	Initial Placement 25
Bereavement16	Instructional Assistant Preparation Time..... 62
Call Back.....26	Insurance Benefits 21
Certificates29	Interviews 11
Certificates, Licenses, and Physicals29	Involuntary Demotion.....26
Classification of Positions.....9	JBC 22
Comp Time, Overtime13	Joint Insurance Committee 22
Compensation When Promoted25	Joint Labor/Management Committee 2
Compensation/Related Matters25	Jury Duty 18
Concerted Activities.....21	Just Cause 20
Contracting Out.....8	Just Cause/Representation 20
Court Appearance18	Licenses 29
Critical Material12	Longevity Pay.....26
Death Benefits.....32	Mailing Addresses4
Deductions, Payroll.....5	Military Leave 18
Definition	Negotiating Successor Agreement..... 2
Employee 3	New Position Class 9
Grievances..... 44	Nondiscrimination 21
Seasonal Employee..... 3	Other Benefits.....23
Sick Leave..... 14	Overtime 13
Substitute Employee 3	Paid Leaves14
Temporary Employee..... 3	Long-Term Medical Leave 20
Definitions4	Sick Leave..... 14
Association.....4	Parental Leave 16
Demotion.....4	Payroll.....27
Overtime 5	Payroll Deductions 5
Paid Status Time 5	PEP Funds/Professional Ed 28
Pay Grade..... 5	Personal Life 21
Promotion..... 5	Personnel File 12
Work Week 5	Physicals 29
Work Year..... 5	Positions, Classification..... 9
Delayed Openings13	Positions, Reclassification 9
Demotion26	Postings..... 11
District Rights8	President, Association 6
Duty-free Lunch Period33	Probationary Period 11
Emergency School Closures 13	Promotion 25
Employee3	Reclassification of Existing Positions 10
Employee Payroll Deductions.....5	Reclassification of Positions..... 9
Employee Payroll Rights5	Recognition..... 3
Exclusive Representative3	Reemployment of Retired Employee..... 32
Exempt Employee13	Rest Periods 34
Filling a Vacancy11	Retirement 30
Flexible Spending Accounts-Section 12522	Retirement Benefits 30
Funding2	Retirement Rehire.....32
	Rights

Association.....	5	Tool Allowance	28
District.....	8	Tools and Uniforms	28
School Closures	13	Trainee Exclusion.....	4
Seasonal Employee	3	Travel Allowance	27
Separability	2	Uniform Allowance	28
Shift Differential	29	Vacancies.....	11
Show Up Pay.....	26	Vacancy	11
Sick Leave.....	14	Vacation.....	23
Sick Leave Bank	15	Work Experience Persons.....	4
Step Advancement	25	Work Week.....	12
Substitute Employee	3	Work Year	5
Supplemental Retirement Benefits.....	30	Working Hours	12
Temporary Employee.....	3	Working Out of Range	26
		Working Time.....	12

4856-7942-7906, v. 1





ITEM FOR ACTION (SECOND READ)

Date of Meeting:

January 21, 2026

Title:

Adopt 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.

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 duty¹ with a uniformed service² 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 leave³ of absence from duties for up to 21 work days in any one training year⁴ 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:

¹ "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.

² "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.

³ 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.

⁴ "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

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 (SECOND READ)

Date of Meeting:

January 21, 2026

Title:

Approve revisions to Policy JHCA–Immunization, Physical Examination, Vision Screening/Eye Examination and Dental Screening

Presenter:

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.

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 enrollment¹ 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 433.273.²

~~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 Examination³** ~~the district a school sports pre-participation examination⁴~~ form, available from OSAA or the school, prior to their initial participation in a **related** district **athletic** program. The form⁵ 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 law⁶ 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.

¹ 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.

² Documentation requirements for exemptions are outlined in ORS 433.267.

³ 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 6th grade participants.

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

⁵ The form may be used in either a hard copy or electronic format.

⁶ 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.⁷ 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 professional⁸.

Upon receipt of written notification⁹ 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.¹⁰ 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.¹¹

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:~~

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

⁸ "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.

⁹ "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.

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

¹¹ 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)



ITEM FOR ACTION AT A FUTURE MEETING (First Read)

Date of Meeting:

January 21, 2026

Title:

Approve Resolution 2025-26-08 Relating to Phase 3 – Strategic Budget Reductions – Authorizing a Reduction in Force and Co-location

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 present the components of a comprehensive budget reduction plan to the board.

Consistent with Board direction, the Superintendent has presented proposed reduction in three phases. Based on the Superintendent's recommendations in phases one and two, the Board authorized a reduction of staffing for 2026-27 of up to 159 FTE, specifically 32 administrative FTE, 55 program-based licensed FTE, and 72 **program-based** classified FTE.

Having given in-depth consideration to the matter, the Superintendent will present the components of the Phase Three reductions at the January 21, 2026 Board meeting. These will include a reduction-in-force of **school-based** staff and the co-location of Family School and Camas Ridge Community School.

Resolution 2025-26-08 authorizes the Superintendent to reduce **school-based** licensed staffing by up to 95 FTE and classified staffing by up to 15 FTE, effective June 30, 2026.

Options and Alternatives:

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

Recommendation:

The Superintendent recommends the Board adopt Resolution 2025-26-08 at a future meeting.

RESOLUTION NO. 2025-26-08

**Relating to Phase 3 – Strategic Budget Reductions
Authorizing a Reduction in Force and Co-location**

WHEREAS,

1. As of January 2026, 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 Board is considering budget reduction strategies in three phases; and
6. In phases one and two, the Board authorized program changes and the reduction of administrative staffing by 32 FTE, and program-based staffing by up to 127 FTE (55 Licensed; 72 Classified) effective June 30, 2026; and
7. As part of Phase 3 budget reductions, the Superintendent now recommends the Board authorize:
 - a. the reduction of building-based staffing by up to 95 Licensed FTE and 15 Classified FTE, effective June 30, 2026; and
 - b. the co-location of Family School and Camas Ridge Community School at the Camas Ridge site.

NOW THEREFORE BE IT RESOLVED,

1. The Board authorizes the Superintendent, as part of Phase 3 budget reductions, to reduce building-based licensed staffing by up to 95 FTE and classified staffing by up to 15 FTE, effective June 30, 2026.
2. Family School and Camas Ridge Community School shall be co-located at the current Camas Ridge site.

3. The Superintendent is authorized to take all actions the Superintendent deems necessary or advisable to implement the reduction in force and layoffs, the co-location of schools, and other service changes identified by the Superintendent.
4. 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 February 2026 by Board of Directors for the Eugene School District 4J.

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



ITEM FOR ACTION AT A FUTURE MEETING (First Read)

Date of Meeting:

January 21, 2026

Title:

Approve Resolution 2025-26-09 Relating to Middle School Schedules

Presenter:

Dr. Miriam Mickelson, Superintendent

Background:

The board holds the exclusive responsibility for approving the standard school schedule at each level upon the recommendation of the Superintendent who is recommending a change to the standard middle school schedule. School schedules must meet state minimum hour requirements and changing school schedules requires consultation with EEA as provided in the CBA.

For two years, the district's middle school schedule has consisted of a 7-period day with periods 43 minutes in length on regular days. Additionally, on regular days (i.e., not early release days), students also have a 30-minute advisory/ flex period. On early release days, students receive 270 minutes of instruction. In this 7-period model, teachers teach 5 of the 7 periods.

After considerable analysis and consideration of feedback from licensed and classified staff, the Superintendent is recommending a return to the 6-period day. The proposed schedule would also include an advisory/flex period on non-early release days. If approved, students would receive instruction in six 50-minute periods plus the 30-minute advisory/flex period, for a total of three hundred and thirty (330) minutes of instruction on regular days. On early release days, students would receive instruction in six 45-minute periods, for a total of 270 instructional minutes on early release day. In a 6-period schedule, teachers would teach 5 out of 6 periods, plus advisory/flex.

At the board meeting, staff will share their process for developing the proposed 6-period schedule and the reasons for recommending it. An important reason for considering a change at this time is the expense of a 7-period schedule in which teachers teach 5 of 7 classes, as that schedule requires more teachers to cover classes.

ODE regulations require that the district provide a minimum of 900 instructional hours per year at the 6-8 level. However, the law also provides that certain non-instructional activities such as up to 30 hours of parent-teacher conference time can be used in the district's calculation of instructional hours when authorized by the local school board.

The proposed 6-period schedule (plus advisory/flex) would result in 896.8 hours of instruction annually, based on the board-adopted 2026-27 calendar – an amount just shy of the 900-hour minimum required by law. An option that would allow the district to comply with state requirements would be for the board

to authorize the district to approve the use of instructional time allowances made available by [OAR 581-022-2320](#).

Approval of Resolution 2025-26-09 will:

- Authorize a change in the standard middle-school schedule from a 7-period day to a 6-period day;
- Enable the district to implement a more financially sustainable schedule;
- Result in students receiving 896.8 hours of instructional time (based on the 2026-27 calendar);
and
- Allow the district to count non-instructional activities in its calculation of instructional time towards the 900-hour annual minimum required by law at the K-12 level.

Options and Alternatives:

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

Recommendation:

The Superintendent recommends the Board adopt Resolution 2025-26-09 at a future meeting.

RESOLUTION NO. 2025-26-09

Relating to Middle School Schedules

WHEREAS,

1. The School Board for Eugene School District 4J retains the exclusive authority to approve standard school schedules at each level; and
2. The Superintendent recommends a change to the middle school standard schedule, returning to a six-period day plus advisory, effective 2026-27; and
3. Article 10.2.4.f of the collective bargaining agreement between the Eugene Education Association (EEA) and the District establishes maximum annual instruction hours, provides a process for consultation with EEA when a new standard schedule is proposed; and provides that the Board will approve standard schedules by level upon the recommendation of the Superintendent; and
4. State law requires public school districts to provide students in grades 6-8 receive a minimum of 900 hours of instruction time per year; and
5. State law permits districts to use, with the approval of their school boards, certain noninstructional activities in their calculations of instructional time, including up to 30 hours of parent teacher conference time; and
6. The schedule proposed, in combination with approximately 5 hours of parent teacher conference time if authorized by the board, meets the legally required annual minimum requirements for instructional time.

NOW THEREFORE BE IT RESOLVED,

1. The standard schedule for middle schools shall consist of three hundred and thirty (330) minutes of instruction on regular school days, including a thirty-minute advisory period, and two hundred and seventy (270) minutes of instruction on early release days.
2. Early release day shall continue to be scheduled on the same day for all schools.
3. The board approves the use of allowances made available by [OAR 581-022-2320](#) in the district's calculation of instructional time.

4. The Superintendent shall establish bell times and take other actions the Superintendent deems appropriate or advisable to achieving the objectives of this resolution; and
5. The schedule authorized by this resolution shall take effect with the 2026-27 school year.

Adopted this ____ day of February 2026 by Board of Directors for the Eugene School District 4J.

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



ITEM FOR ACTION AT A FUTURE MEETING (First Read)

Date of Meeting

January 21, 2026

Title

Approve revisions to Board Policy IKF–Graduation Requirements

Presenter

Casandra Kamens, Curriculum Administrator

Sebastian Bolden, Director of Secondary Education

Background:

School Board Policies are statements which set forth the purpose and prescribe in general terms the organization and program of a school system. They create a framework within which the superintendent and staff can discharge their assigned duties with positive direction.

The Oregon Legislature passed HB 4137 (2024) which grants credit towards graduation to students who complete International Baccalaureate programs. The State Board of Education adopted rules for implementation and established responsibilities for districts that offer International Baccalaureate Programs.

It has become necessary to make some changes to Policy IKF to align with guidance from Oregon School Board Association (OSBA) that adheres to changes in law the adopted requirements by the state of education. Additionally, we want to ensure our International Baccalaureate students who have completed their IB program, can use that to satisfy graduation.

Policy IKF was most recently revised in 2025.

Code:	IKF
Adopted:	8/26/25
Revised/Readopted	9/09/15; 11/07/18; 11/06/19; 10/06/21; 10/04/23; 5/21/25; XX/XX/XX
Orig. Code:	IKF/ IKFA

Proposed Revisions Format:

Revised content presented in **RED Font**;

Deleted content presented in **GREEN Font**;

Continuing policy content in **BLACK Font**

Options and Alternatives:

The Board may choose to accept revisions to Policy IKF as proposed and approve the policy. The Board may wish to direct staff to make further revisions.

The Board has the authority to approve a policy on the “First Read” should they choose to do so

Recommendation

The superintendent recommends the board approve revisions to Board Policy IKF–Graduation Requirements

Eugene School District 4J

Code: **IKF**
Adopted: 8/26/15
Revised/Readopted: 9/09/15; 11/07/18; 11/06/19;
10/06/21; 10/04/23; 5/21/25; **XX/XX/XX**
Orig. Code: IKF; IKFA

Graduation Requirements**

The district will establish graduation requirements for awarding of a high school diploma, a modified diploma, an extended diploma and a certificate of attendance that meet or exceed state requirements.

A student may satisfy graduation requirements in less than four years. The district will award a diploma to a student fulfilling graduation requirements in less than four years if consent is given by the student's parent or guardian or by the student if the student is 18 years of age or older or emancipated.

If the district requires diploma requirements beyond the state requirements, the district shall grant a waiver for those requirements to any student who, at any time from grade 9 to 12, was:

1. In foster care¹;
2. Experiencing houselessness²;
3. A runaway;
4. A child in a military family covered by the Interstate Compact on Educational Opportunity for Military Children;
5. A child of a migrant worker;
6. Enrolled in the Youth Corrections Education Program or the Juvenile Detention Education Program;
or
7. ³Enrolled in an approved recovery school under ORS 336.680.

For any student identified above, the district shall accept any credits earned by the student in an educational program⁴ in this state, applying those credits toward the state requirements for a diploma if the credits satisfied those requirements in that educational program in this state.

¹ "Foster child" is defined in ORS 30.297.

² See OAR 581-022-2000 for additional information.

³ Applies to high school diplomas awarded on or after January 1, 2026.

⁴ "Educational program in this state" means an educational program that is provided by a school district, a public charter school, an approved recovery school (applies to diplomas awarded on or after January 1, 2026), the Youth Corrections Education Program or the Juvenile Detention Program, or funded as provided by ORS 343.243 for students in a long-term care or treatment facility described in ORS 343.961 or a hospital identified in ORS 343.261.

Diploma

A high school diploma will be awarded to students in grades 9 through 12 who complete a minimum of 24 credits which include at least:

1. Three credits in mathematics at Algebra I level or higher;
2. Four credits in language arts⁵;
3. Three credits in science;
4. Three credits in social sciences (shall include 0.5 unit of US civics⁶ credit in addition to at least 2.5 units of credit aligned to the Oregon State Board adopted standards for US and world history, geography, economics and ⁷financial literacy);
5. One-half credit of higher education and career path skills⁸;
6. One-half credit of personal financial education⁹;
7. One credit in health education;
8. One credit in physical education;
9. Three credits in career and technical education, the arts or world languages¹⁰ (units shall be earned in any one or a combination); and
10. Five OS (Other Subjects) credits.

The district shall offer students credit options provided the method for obtaining such credits is described in the student's personal education plan and the credit is earned by meeting requirements described in Oregon Administrative Rule (OAR) 581-022-2025.

⁵ "Language arts" includes reading, writing and other communications in any language, including English.

⁶ Civics becomes a half-credit requirement beginning on January 1, 2026 (ORS 329.451).

⁷ This requirement is replaced with a one-half credit of personal financial education requirement for students who were first enrolled in grade 9 during the 2023-2024 school year or first enrolled in grade 9 in any subsequent school year.

⁸ Higher education and career path skills becomes a one-half credit graduation requirement for students who were first enrolled in grade 9 during the 2023-2024 school year or first enrolled in grade 9 in any subsequent school year (a requirement for a high school diploma awarded on or after January 1, 2027; a district may request a one-year waiver in accordance with law).

⁹ Personal finance education becomes a one-half credit graduation requirement for students who were first enrolled in grade 9 during the 2023-2024 school year or first enrolled in grade 9 in any subsequent school year (a requirement for a high school diploma awarded on or after January 1, 2027; a district may request a one-year waiver in accordance with law).

¹⁰ "World languages" includes sign language, heritage languages and languages other than a student's primary language.

Course Requirements	Class of 2026	Class of 2027 & Beyond
Language Arts (LA)	4.0 Credits	4.0 Credits
Mathematics (MA) Must be Algebra I and above	3.0 Credits	3.0 Credits
Science (SC) Must include Scientific Inquiry and Lab Experiences as outlined in the standards	3.0 Credits	3.0 Credits
Social Studies (SS) Must include US History, Economics, Geography, and inclusive instruction in Tribal History/ Shared History, Holocaust/ Genocide, and Ethnic Studies	2.5 Credits	2.5 Credits
Social Studies - Civics	0.5 Credit	0.5 Credit
Health (HE)	1.0 Credit	1.0 Credit
Fine Arts (AF), Applied Arts, Career & Tech Ed (CTE) or World Language (WL)	3.0 Credits	3.0 Credits
Physical Education (PE)	1.0 Credit	1.0 Credit
Personal Finance (PF)	N/A	0.5 Credit
Higher Education & Career Path Skills (HC)	N/A	0.5 Credit
Other Subjects (OS)	6.0 Credits	5.0 Credits
Total Course Credits:	24.0 Credits	24.0 Credits

To receive a diploma, in addition to credit requirements outlined above, a student must:

1. Demonstrate proficiency in the Essential Skills of reading, writing and apply mathematics in a variety of settings;¹¹
2. Complete an Education Plan and Profile: Students develop an education plan and profile to guide their learning and document academic achievement and progress toward their personal, career, and post-high school goals. The process should begin no later than grade 7 and continue through grade

¹¹ The State Board of Education has waived this requirement in Essential Skills for students graduating through the 2027-2028 school year.

SB 3 (2023) added one-half credit each of higher education and career path skills and personal financial education to the diploma and the modified diploma, therefore, reducing the number of elective credits by 1 to maintain the 24 credits. Both of these are effective for students who began grade 9 in the 2023-2024 school year.

12, with regular reviews and updates.

3. Complete Career-Related Learning Experiences: Students participate in career-related experiences that connect classroom learning with real life experiences in the workplace, community and/or school relevant to their education plan.
4. Complete Extended Application: Students apply and extend their knowledge in new and complex situations related to the student's personal and career interests and post-high school goals through critical thinking, problem solving, or inquiry in real world contexts.

International Baccalaureate

A student who has completed an International Baccalaureate program may satisfy the credit requirements¹² prescribed by standard diploma requirements listed above.

1. A student may satisfy those requirements if the student has successfully completed:
 - a. All the requirements as described in the International Baccalaureate Organization's International Baccalaureate Diploma Programme curriculum; or
 - b. All the requirements as described in the International Baccalaureate Organization's International Baccalaureate Career-related Programme curriculum.
2. Beginning with the class of 2027 and beyond, unless waived in accordance with OAR 581-022-2000(14), a school district or public charter school offering an International Baccalaureate Diploma Programme or an International Baccalaureate Career-related Programme shall ensure students in an International Baccalaureate program complete .5 credit of Personal Finance Education and .5 credit of Higher Education and Career-path Skills as stand-alone courses.
3. A school district or public charter school offering an International Baccalaureate Diploma Programme or an International Baccalaureate Career-related Programme shall develop a curriculum plan that ensures students in an International Baccalaureate Program receive inclusive instruction aligned to the adopted standards in Civics and Health. This plan shall be kept on file at the district and be available to ODE upon request.

Modified Diploma

A modified diploma will be awarded only to students who have demonstrated the inability to meet the full set of academic content standards adopted by the State Board of Education for a high school diploma while receiving reasonable modifications and accommodations.

A modified diploma may only be awarded to a student who meets the eligibility criteria below and other criteria, if applicable, outlined in OAR 581-022-2010 (3):

1. The student has a documented history of an inability to maintain grade level achievement due to significant learning and instructional barriers; or

¹² Requirements for the completion of the International Baccalaureate diploma and career-related programmes can be found in the Graduation Rules and Awarding Academic Credit document.

2. The student has a documented history of a medical condition that creates a barrier to achievement.

Having met the above eligibility criteria, a modified diploma will be awarded to students who, while in grade nine through completion of high school, complete 24 credits with at least 13 of those credits to include:

1. Three credits in language arts;
2. Two credits in mathematics;
3. Two credits in science;
4. Two credits in social sciences (which may include history, civics, geography and economics (including personal finance));
5. One-half credit in personal financial education;¹³
6. One-half credit in higher education and career path skills;¹⁴
7. One credit in health education;
8. One credit in physical education; and
9. One credit in career technical education, the arts or world languages (units may be earned in any one or a combination).

Students may earn additional credits to earn a modified diploma pursuant to OAR 581-022-2010.

In addition to credit requirements as outlined in OAR 581-022-2010, a student must:

1. Demonstrate proficiency in the Essential Skills of reading, writing and apply mathematics in a variety of settings;¹⁵
2. Develop an education plan and build an education profile; and
3. Demonstrate extended application of standards through a collection of evidence (or include evidence in existing collection(s)).

Districts may make modifications to the assessment for students who seek a modified diploma when the following conditions are met:

1. For a student on an individualized education program (IEP) or Section 504 plan, any modifications to work samples must be consistent with the requirements established in the IEP or 504 plan. Modifications include practices and procedures that compromise the intent of the assessment through

¹³ This unit of credit applies to all students who are awarded a modified diploma on or after January 1, 2027.

¹⁴ This unit of credit applies to all students who are awarded a modified diploma on or after January 1, 2027.

¹⁵ The State Board of Education has waived this requirement in Essential Skills for students graduating through the 2027-2028 school year.

a change in the achievement level, construct, or measured outcome of the assessment. This means that IEP or 504 school teams responsible for approving modifications for a student's assessment may adjust the administration of the assessment and/or the assessment's achievement standard. The IEP or 504 team must inform the student's parent that the use of a modification on an assessment will result in an invalid assessment;

2. For a student not on an IEP or 504 plan, any modifications to work samples must have been provided to the student during their instruction in the content area to be assessed and in the year in which the student is being assessed, and modifications must be approved by the school team that is responsible for monitoring the student's progress toward the modified diploma.

Students not on an IEP or a Section 504 Plan may not receive a modified statewide assessment.

A student's school team (which must include an adult student, parent/guardian of the student) shall decide if a student will work toward a modified diploma no earlier than the end of grade six and no later than two years before the student's anticipated exit from high school. A student's school team may decide to revise a modified diploma decision.

A student's school team may decide that a student who was not previously working toward a modified diploma should work toward one when the student is less than two years from anticipated exit from high school if the documented history has changed.

For students with a documented history as described above, the district shall annually provide the parents or guardians of students, beginning in grade five or after such documented history has been established, the following:

1. Information about the availability of high school diplomas, modified diplomas, **extended diplomas** and the requirements for such diplomas; and
2. A disclosure that students awarded a certificate of attendance will not be counted as a high school graduate in any reporting for the State or district and that such students awarded a certificate of attendance may not indicate they received a high school diploma on applications for employment, military service, financial aid, admittance to an institution of higher education or any other purpose.

Extended Diploma

An extended diploma will be awarded only to students who have demonstrated the inability to meet the full set of academic content standards adopted by the State Board of Education for a high school diploma while receiving reasonable modifications and accommodations.

To be eligible for an extended diploma, a student must:

1. While in grade nine through completion of high school, complete 12 credits, which may not include more than 6 credits in a self-contained special education classroom, and will include:
 - a. Two credits in mathematics;
 - b. Two credits in language arts;
 - c. Two credits in science;
 - d. Three credits in history, geography, economics or civics;
 - e. One credit in health;
 - f. One credit in physical education; and

- g. One credit in the arts or a world language; and
2. Have a documented history of:
 - a. An inability to maintain grade level achievement due to significant learning and instructional barriers;
 - b. A medical condition that creates a barrier to achievement; or
 - c. A change in the student’s ability to participate in grade level activities as a result of a serious illness or injury that occurred after grade eight.

A change in the student’s ability to participate in grade level activities as a result of a serious illness or injury that occurred after grade eight.

For students with a documented history, the district shall annually provide the parents or guardians of such students, beginning in grade five or after such documented history has been established, the following:

1. Information about the availability of high school diplomas, modified diplomas, **extended diplomas** and the requirements for such diplomas; and
2. A disclosure that students awarded a certificate of attendance will not be counted as a high school graduate in any reporting for the state or district and that such students awarded a certificate of attendance may not indicate they received a high school diploma on applications for employment, military service, financial aid, admittance to an institution of higher education or any other purpose.

Certificate of Attendance

A certificate of attendance¹⁶ will be awarded to students who:

1. Have maintained regular full-time **attendance**¹⁷ for at least four years beginning in grade nine;
2. Do not satisfy requirements for a high school diploma, modified diploma or extended diploma; and
3. Have a documented history¹⁸.

For students with a documented history¹⁹, the district shall annually provide the parents or guardians of such students, beginning in grade five or after such a documented history has been established, the following:

1. Information about the availability of high school diplomas, modified diplomas, **extended diplomas**

¹⁶ A student who began grade 9 before July 1, 2020, may be awarded an alternative certificate if the student satisfies the requirements for an alternative certificate which are in effect on the day before July 1, 2024.

¹⁷ **“Regular full-time attendance” means not having eight or more unexcused absences in any four-week period during which school is in session. See ORS 339.065 for definition of irregular attendance. This will be calculated on an annual basis and equates to having unexcused absences for less than 20 percent of the days or class periods during which school is in session.”**

¹⁸ “Documented history” means evidence in the cumulative record and education plans of a student that demonstrates the inability over time to maintain grade level achievement even with appropriate modifications and accommodations.

¹⁹ “Documented history” means evidence in the cumulative record and education plans of a student that demonstrates the inability over time to maintain grade level achievement even with appropriate modifications and accommodations.

and the requirements for the diplomas; and

2. A disclosure that students awarded a certificate of attendance will not be counted as a high school graduate in any required reporting for the State or district and that such students awarded a certificate of attendance may not indicate they received a high school diploma on applications for employment, military service, financial aid, admittance to an institution of higher education or any other purpose.

Diploma Awarded to Veterans

The district will issue a high school diploma, upon request, to a person who resides within the boundaries of the district or resides in Oregon and attended a high school in the district, if the person:

1. Attended a high school before serving in the U.S. Armed Forces;
2. Presents discharge papers (Form DD214) establishing details of service and discharge or release from service under honorable conditions; and
3. Served in the U.S. Armed Forces at any time during World War I, World War II, The Korean Conflict or The Vietnam War, or served and was physically present in Operation Urgent Fury (Grenada), Operation Just Cause (Panama), Operation Desert Shield/Desert Storm (the Persian Gulf War), Operation Restore Hope (Somalia), Operation Enduring Freedom (Iraq), or served in the U.S. Armed Forces in an area designated as a combat zone by the President of the United States.

Each veteran receiving a diploma shall have the option of participating in the high school graduation ceremony. A representative of a deceased person who meets the requirements for the award of a diploma may make a request on behalf of the deceased person if the deceased person resided within the boundaries of the district at the time of death or was a resident of Oregon at the time of death and attended a high school in the district.

4J Honorary Diploma

The district will issue a 4J honorary diploma certificate, at the request of a parent or guardian, for a deceased student who died while enrolled in 11th or 12th grade before completing graduation requirements.

To be eligible for an honorary diploma certificate, the student must have attended a district high school, completed the prior school year, and been enrolled in 11th or 12th grade at the time of their death.

The honorary diploma certificate will be issued on or after the graduation date of the class in which the student was enrolled at the time of death.

Issuance of an honorary diploma certificate may be withheld at the superintendent's discretion.

Other District Responsibilities

The district will ensure that all students have onsite access to the appropriate resources and courses to achieve high school diplomas, modified diplomas, and extended diplomas at each high school in the district. The district will provide age-appropriate and developmentally appropriate literacy instruction to all students until graduation.

The district may not deny a student who has the documented history listed under the modified diploma or extended diploma requirements outlined above the opportunity to pursue a diploma with more stringent requirements, for the sole reason the student has the documented history.

The district may award a modified diploma or an extended diploma to a student only upon the written consent of a student who is an emancipated minor or who has reached the age of 18 (adult student) at the time the modified or extended diploma is awarded, or the student's parent or guardian. The district must receive the written consent during the school year in which the modified diploma or the extended diploma is awarded.

A student shall have the opportunity to satisfy the requirements for a modified diploma, an extended diploma or a certificate of attendance in the later of 4 years after starting grade 9, or until the student reaches the age of 21 years if the student is entitled to a public education until the age of 21 under state or federal law.

A student may complete the requirements for a modified diploma, an extended diploma or a certificate of attendance in less than four years but not less than three years. To satisfy the requirements for a modified diploma, an extended diploma or a certificate of attendance in less than 4 years, the student's parent or guardian or a student who is emancipated or has reached the age of 18 must provide written consent which clearly states the parent, guardian or student is waiving the fourth year and/or years until the student reaches the age of 21. A copy of the consent will be forwarded to the district superintendent who will annually report to the Superintendent of Public Instruction the number of such consents.

A student who qualifies to receive or receives a modified diploma, an extended diploma, or a certificate of attendance shall have the option of participating in a high school graduation ceremony with the student's class.

A student who receives a modified diploma, an extended diploma, or a certificate of attendance shall have access to instructional hours, hours of transition services and hours of other services that are designed to meet the unique needs of the student. When added together, the district will provide a total number of hours of instruction and services to the student that equals at least the total number of instructional hours that is required to be provided to students who are attending a public high school. The district may not unilaterally decrease the total number of hours of instruction and services to which the student has access regardless of the age of the student.

The district will award to students with disabilities a document certifying successful completion of program requirements. No document issued to students with disabilities educated in full or in part in a special education program shall indicate that the document is issued by such a program. When a student who has an IEP completes high school, the district will give the student an individualized summary of performance.

Eligible students with disabilities are entitled to a free appropriate public education (FAPE) until the age of 21, even if they have earned a modified diploma, an extended diploma, a certificate of attendance or completion of a General Education Development document. The continuance of services for students with disabilities for a modified diploma, extended diploma or certificate of attendance is contingent on the IEP team determining the student's continued eligibility and special education services are needed.

Students and their parents will be notified of graduation and diploma requirements.

The district may not deny a diploma to a student who has opted out of statewide assessments if the student is able to satisfy all other requirements for the diploma. Students may opt-out of the Oregon statewide assessments in language arts and/or mathematics by completing the Oregon Department of Education’s Opt-out Form²⁰ and submitting the form to the district.

Course syllabi shall be written for courses in grades 9 through 12 and shall be available to students, staff, parents, the Board and other interested individuals.

The act of student-initiated test impropriety is prohibited. A student that participates in an act of student-initiated test impropriety will be subject to discipline. “Student-initiated test impropriety” means student conduct that is inconsistent with the *Test Administration Manual* or accompanying guidance; or results in a score that is invalid.

END OF POLICY

Legal Reference(s):

[ORS 329.007](#)
[ORS 329.045](#)
[ORS 329.451](#)
[ORS 329.479](#)
[ORS 332.107](#)
[ORS 332.114](#)
[ORS 336.585](#)
[ORS 336.590](#)
[ORS 339.115](#)
[ORS 339.505](#)
[ORS 343.295](#)

[OAR 581-021-0009](#)
[OAR 581-022-0102](#)
[OAR 581-022-2000](#)
[OAR 581-022-2005](#)
[OAR 581-022-2010](#)
[OAR 581-022-2015](#)
[OAR 581-022-2020](#)
[OAR 581-022-2025](#)
[OAR 581-022-2030](#)
[OAR 581-022-2115](#)
[OAR 581-022-2120](#)
[OAR 581-022-2505](#)

²⁰ Oregon Department of Education page for: [30-day notice and opt-out form](#)

Test Administration Manual, published by the OREGON DEPARTMENT OF EDUCATION.

Certificates for School Completion: Questions and Answers Related to the Implementation of SB 992, published by the OREGON DEPARTMENT OF EDUCATION.